

Collective Agreement

BETWEEN

ADMIRAL LONG TERM CARE CENTRE LIMITED

OR

WHITEHILLS LONG TERM CARE CENTRE LIMITED

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL NO. 1259

November 1, 2020- October 31, 2023

Handwritten initials/signature

Contents

ARTICLE 1- PREAMBLE	1
ARTICLE 2- MANAGEMENT RIGHTS.....	1
ARTICLE 3- RECOGNITION	2
ARTICLE 4- DISCRIMINATION	2
ARTICLE 5 - DEFINITIONS	
ARTICLE 6- UNION SECURITY AND CHECK-OFF OF UNION DUES	
ARTICLE 7- UNION REPRESENTATION.....	4
ARTICLE 8- ACQUAINT EMPLOYEES	5
ARTICLE 9- CORRESPONDENCE	5
ARTICLE 10- LABOUR-MANAGEMENT COMMITTEE	6
ARTICLE 11- GRIEVANCE PROCEDURE	6
ARTICLE 12- ARBITRATION	8
ARTICLE 13- DISCHARGE, SUSPENSION AND DISCIPLINE	9
ARTICLE 14- SENIORITY	10
ARTICLE 15- JOB POSTINGS, PROMOTIONS, AND STAFF CHANGES	11
ARTICLE 16- LAYOFFS AND RECALL	12
ARTICLE 17- HOURS OF WORK, OVERTIME & CALL BACK	13
ARTICLE 18 - WAGES & JOB CLASSIFICATION	15
ARTICLE 19- HOLIDAYS	16
ARTICLE 20- LEAVE OF ABSENCE	18
ARTICLE 21 - STRIKES AND LOCKOUTS	
ARTICLE 22- VACATIONS	20
ARTICLE 23- HEALTH AND SAFETY	22
ARTICLE 24- SICK LEAVE	22
ARTICLE 25- EMPLOYEE BENEFITS	23
ARTICLE 26 -TRAINING	24
ARTICLE 27- CONTRACTING OUT	
ARTICLE 28- TERM OF AGREEMENT	25
APPENDIX "A" - WAGES	27
APPENDIX "B" -Casual Employees	36
APPENDIX "C"- 12 Hour Shifts	
APPENDIX "D" - Application for Temp Vacancy	
APPENDIX "E" — LPN Practice Premium	41
Letter of Understanding- Casual Holiday Pay.....	43
LQU- Crossover Between Departments	

Letter of Understanding -Shortfall in Paycheck...	45
Letter of Understanding - Parking	46
Letter of Understanding - Graduate Practical Nurse	47
SCHEDULE 'A'- Vacation Options	48
Letter of Understanding - Committee 8hr shifts Christmas Day	49
Provincial 2013 Table Appendix	50
LETTER OF UNDERSTANDING - Long-Term Care Assistant	51
Memorandum of Agreement - Diversity, Equity and Inclusion in the Workplace Committee	52

ARTICLE 1- PREAMBLE

- 1.01 Recognizing common dependence and interest of the Employer and employees in the welfare of the Home and recognizing further their relationship of good will and mutual respect between the Employer and the employees and contribute greatly to the maintenance of the Home, increasing the efficiency of that welfare the parties to this contract have joined together in the following Agreement:
- 1.02 **Gender Neutral terms apply**
Regardless of the gender terms used in this Collective Agreement, it shall be read as including the masculine, feminine and gender-neutral pronouns and terms. Throughout this Agreement, the plural includes the singular and vice-versa as the context requires.
- 1.03 **Purpose of Agreement**
The purpose of the Agreement is to:
- 1) improve relations between the Employer and the Union and to provide more clearly the conditions of employment
 - 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
 - 3) to encourage efficiency and economy of operations and service as well as to carrying out the aims and objectives of the Home with the interests of the employees, residents and Employer
 - 4) to promote the morale, well being and security of all employees
 - 5) improve the quality of resident care in the home.

ARTICLE 2- MANAGEMENT RIGHTS

- 2.01 Management rights referred to in this Article shall be exercised without discrimination in a manner fairly and reasonably and consistent with the terms of this Agreement.
- 2.02 The Union recognizes that it is the right of the Employer to manage the Home in which it is engaged and without limiting the generality of the foregoing the Employer shall have the right to:
- (a) maintain order, discipline and efficiency;
 - (b) operate and manage its business and direct the work force in accordance with its responsibilities;
 - (c) determine the work to be performed and to establish standards, methods, procedures and schedules of operations;
 - (d) determine the requirements, select, hire, transfer, promote, demote, classify, lay off, suspend, or discharge or otherwise discipline an employee for just cause, to increase or decrease working forces;
 - (e) develop, revise and maintain reasonable rules and regulations to be observed by all employees;
 - (f) all matters concerning the operation of the Employer's business not specifically dealt with in this contract shall be observed to be the management's responsibility;
 - (g) the exercise of the foregoing rights shall not supersede the other specific provisions of this Agreement and this clause shall not prevent the processing of grievances under such other specific provisions.

ARTICLE 3- RECOGNITION

3.01 The Employer recognizes the Canadian Union of Public Employees (CUPE) and its Local 1259 as the sole and exclusive bargaining agent for all of its employees at Admiral Long Term Care Centre Limited, Dartmouth Nova Scotia or Whitehills Long Term Care Centre Limited, Hammonds Plains, Nova Scotia, except the Administrator, Director of Health Care Services, Director of Recreation, Office employees, Director of Support Services, Dietician, Unit Coordinator, Staff Development/Quality Assurance, Social Worker, Registered Nurses and those persons excluded by Section 2(2) of the Trade Union Act.

Physiotherapist Position- If not contracted, then the position will be in the bargaining unit.

- 3.02 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are in the bargaining unit except for the purposes of instruction/training/experimenting and emergencies or unanticipated circumstances when employees are not available or in cases as agreed upon by the parties.
- 3.03 This Agreement is applicable to all full time and regular part time employees (inclusion of casual employees as per Appendix 'B') subject to the provisions of the Agreement except as otherwise specified.
- 3.04 No employees or group of employees shall be required or permitted to make a written or verbal agreement with the Employers or their representatives, which may conflict with the terms of this Agreement.

ARTICLE 4- DISCRIMINATION

4.01 The Employer and the Union agree that there shall be no discrimination in regard to hiring, or discrimination, interference, restriction or coercion, exercised or practised, with respect to any employee in the matter of continued employment, or any term or condition of employment including, but not limited to, wage rates training, upgrading, promotion transfer, lay-off, recall, discipline or discharge by reason of race, creed, colour, ethnic, national or aboriginal origin, political or religious affiliation belief or activity, age, sex, sexual orientation, gender identity, gender, expression, family or marital status, common-law relationship, physical or mental disability, place of residence, source of income, or by reason of their membership or activity in the Union.

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

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

ARTICLE 5 - DEFINITIONS

- 5.01 The Administrator is the administrator of Admiral Long Term Care Centre Limited, Dartmouth Nova Scotia or Whitehills Long Term Care Centre Limited Hammonds Plains Nova Scotia.
- *5.02 Full time employees shall mean persons who have served the probationary period are scheduled to work on a full time basis and who are normally employed in full time positions.
- *5.03 Part time employees shall mean persons who have served the probationary period and who are regularly scheduled to work less than the number of working hours in each working day or less than the full number of working hours in each week. Part time employees shall receive the conditions of employment and all the benefits of this Agreement on a pro rata basis except in those articles that are otherwise specified.
- 5.04 "Agreement" shall mean this Collective Agreement
- 5.05 Probationary employees shall mean persons who have worked less than four hundred and fifty (450) hours. They become a member of the bargaining unit once probation is completed. At a minimum, the Employer shall evaluate probationary employees after two hundred and twenty-five (225) hours
- *5.06 A probationary employee shall have no seniority rights during the probationary period. After completion of their probationary period, their seniority shall date back to the date of hire. Probationary employees shall be entitled to all rights and benefits of the Agreement unless otherwise specified.
- *5.07 A temporary employee is an employee hired on a temporary basis for a maximum of twelve (12) months unless otherwise mutually agreed by the Employer and the Union, in either a full time or a part time position to provide relief for purposes such as but not limited to maternity, adoption, or parental leave, illness or other absence. Temporary employees will only access permanent positions through the posting process as per Article 15.
- 5.08 A casual employee is an employee who is not guaranteed minimum hours, who is called in on either a day-to-day basis or subject to Article 15.01 & 15.04, may be posted when there are no available full time or part time employees. Casual employees are entitled to the rights and benefits of this Agreement as specified in Appendix "B".
- 5.09 "Working Day" means days exclusive of Saturday or Sunday or Holidays for administrative/clerical purposes only.
- 5.10 "Union" means the Canadian Union of Public Employees Local 1259.
- 5.11 "Employer" means Admiral Long Term Care Centre Limited or Whitehills Long Term Care Centre Limited.
- 5.12 Spouse means a legal marriage partner or live-in partner who has been identified in writing by the employee to the Employer as the spouse. This includes a same-sex partner for all purposes under this Collective Agreement, but subject to the eligibility provisions of the respective Benefit Plans.

ARTICLE 6- UNION SECURITY AND CHECK-OFF OF UNION DUES

- 6.01 All present employees and future employees who are included in this bargaining unit and have completed four hundred and fifty (450) hours of employment, as a condition of continued employment, shall become and remain members in good standing with the Union according to the Constitution and By-Laws of the Union.
- 6.02 The Employer shall deduct from every employee any dues in accordance with the Union Constitution and By-Laws.
- 6.03 Dues shall be deducted monthly and forwarded to the National Secretary-Treasurer of CUPE, 1375 St. Laurent Boulevard, Ottawa, ONT K1G 0Z7, not later than the 15th day of the month following, accompanied by a list of the names, total earnings, and classifications of the employees from whose earnings the deductions were made. The Employer shall note any hirings, layoffs, recalls, or terminations of employees that occurred during the last month. A duplicate copy shall be provided to the Local's Secretary-Treasurer.
- 6.04 The Union shall indemnify and save the Employer harmless from any liability or action that may arise out of any deductions made from pay of any employee pursuant to this Article.
- 6.05 Dues receipts- The Employer shall include on the T-4 slips the amount of Union dues paid by each member in the previous year.
- 6.06 Union dues shall be deducted once the employee has completed the probationary period
- 6.07 At the same time the Employer provides T-4 slips to employees, the Employer shall also provide to each employee in writing, the amount of premiums for the group health and medical plan they paid in the previous year.

ARTICLE 7- UNION REPRESENTATION

- 7.01 The Employer acknowledges the rights of the Union to appoint or otherwise select Stewards. The names addresses and phone numbers of the Stewards shall be given to the Employer in writing.
- 7.02 **For Admiral:**
The Employer will grant leave with pay for members who are in the employ of the Employer that they shall not suffer any loss of pay or benefits, for a combined total of ninety-five (95) hours (calculated as 1.44 negotiating hours per licensed bed) when the employee attends direct negotiations with the Employer. The Local President may be on the Bargaining Committee, as one of the members. The Local President's time on the Bargaining Committee shall be counted among the paid shifts for this article.
- For Whitehills:**
The Employer will grant leave with pay for members who are in the employ of the Employer that they shall not suffer any loss of pay or benefits, for a combined total of eight-four (84) hours (calculated as 1.44 negotiating hours per licensed bed) when the employee attends direct negotiations with the Employer. The Local President may be on the Bargaining Committee, as one of the members. The Local President's time on the Bargaining Committee shall be counted among the paid shifts for this article.
- 7.03 A Steward may not leave their regular duties or place of work unless given permission to do so by the Administrator or their delegate. Such permission shall not be unreasonably

withheld. When permission is obtained, the union member shall carry out the functions related to the grievance procedure or attendance with the Employer. During the period of absence they shall not suffer any loss of wages or benefits due to these activities. If a steward is not present a member of the executive may attend on their behalf.

- 7.04 The Union shall have the right to have the assistance of a representative of CUPE or any other advisor to enter the Employer's premises during the hours of employment to discuss specific matters pertaining to this Agreement or negotiations, with the Administrator or their delegate, provided they first arrange by phone an appointment at a time mutually agreeable.
- 7.05 The Employer shall provide the Union with a bulletin board which will be for the sole purpose of passing on Union information provided that all notices are signed by a union official.
- 7.06 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representative(s) shall have access to the Employer's premises in order to investigate and assist in the settlement of a grievance, providing the representative obtains permission from the Administrator.
- 7.07 If the Union requires the presence of the President or delegate at Labour Management meetings and Step 2 grievance meetings, the meetings would be scheduled for days the President is not at work at the alternate site, if operationally possible.
- 7.08 The Employer shall make available to the Union on request, information relevant to the bargaining unit, such as job descriptions, positions in the unit, job classifications, wage rates, financial information pertaining to covered employee welfare plans and non-confidential information required for collective bargaining purposes provided that such information can be obtained without additional cost to the Employer.
- 7.09 The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that each Steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no Steward shall leave their work without obtaining the permission of their supervisor, which permission shall not be unreasonable withheld.

ARTICLE 8- ACQUAINT EMPLOYEES

- 8.01 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect. Copies of the Agreement shall be supplied by the Union to all of its members. The Employer agrees to provide fifteen to thirty (15-30) minutes to the Union on the 1st orientation day of each month to meet with new bargaining unit employees.

ARTICLE 9- CORRESPONDENCE

- 9.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to or from the Administrator or their delegate to the President or their

designate of this Union. Should the Union wish to have it mailed, they will supply the Employer with a mailing address.

- 9.02 The Employer shall provide the following information semi-annually and shall provide it in electronic form:
- (a) the name of each Employee; and
 - (b) the mailing address and telephone number (if available) of each employee; and
 - (c) the personal email address of each employee (if available); and
 - (d) the employee's employment status (such as full-time, part-time, temporary, casual)

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

ARTICLE 10- LABOUR-MANAGEMENT COMMITTEE

- 10.01 The Employer and the Union agree to establish a Labour-Management Committee consisting of two (2) representatives of the Union and two (2) representatives of the Employer. A resource person from either party may attend if so invited. The Regional Representative of CUPE and the Labour Consultant will be ex officio members and may attend at any time with forty-eight (48) hours notice unless otherwise mutually agreed. The Committee shall attempt to foster good communications and effective relationships between the parties and a spirit of cooperation and goodwill within the Home, the end goal of which is the improved service to the residents, and working conditions for the employees.
- 10.02 The committee shall consider such items affecting the Employer's operations and the relationships between the Employer and the employees. Meetings shall be called not less than three (3) times a year or any other time as may be required by the Chairperson or by a majority of the Committee members. A notice of meeting and an agenda shall be circulated to the members of the Committee at least five (5) workdays before the meeting. Minutes will be recorded and distributed.
- 10.03 An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings. The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the Union or the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or 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- GRIEVANCE PROCEDURE

- 11.01 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The steward shall assist any employee which the Steward represents, in preparing and presenting their grievance in accordance with the grievance procedure.

11.02 The Union shall appoint the shop stewards and shall notify the Employer in writing of **their** name(s) before the Employer is required to recognize **them**. The Union shall supply the Employer with the names of its officers, and the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

11.03 A grievance is any dispute or difference arising out of the interpretation, application, or administration of this Agreement or any allegation that this Agreement has been violated and includes any question as to whether a matter is arbitrable. Should any dispute arise, an earnest effort shall be made to settle the dispute in the following manner, but excluding weekends and statutory holidays.

Step 1

The aggrieved employee(s) will first discuss the incident with their immediate supervisor and shop steward within five (5) working days of the incident in question. The supervisor shall answer within five (5) working days of the discussion.

Step 2

Failing satisfactory settlement, or the expiry of the time limit in Step 1, the employee(s) may within five (5) working days present their grievance in writing to the Administrator or their delegate. The written grievance shall include a statement of the matter in dispute, the article(s) violated, and the potential remedy or relief sought. The Administrator will convene a meeting within five (5) working days of the receipt of the written grievance to discuss the situation with the employee(s) and the shop steward/representative. The Administrator will provide a written response within three (3) working days of the meeting.

Step 3

Failing satisfactory settlement, or the expiry of the time limit in Step 2, the Union may, within ten (10) working days, give notice in writing to the Administrator of its intent to refer the grievance to arbitration.

11.04 Meeting facilities

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

11.05 Where an employee is required to attend a meeting with the Employer which concerns a reprimand, written warnings, suspension or discharge, the employee shall be accompanied by a shop steward or an executive member.

11.06 Union representation

In any case where the employee(s) presents their grievance in person or in any case in which a hearing is held on a grievance at any level, the employee(s) shall be accompanied by a Steward or Executive Member, as per Article 11.05.

11.07 Technical objection to grievance

No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error.

- 11.08 **Unsafe conditions**
An employee or a group of employees who are required to work under unsafe or unhealthy conditions shall have the right to file a grievance in Step 2 of the grievance procedure for preferred handling.
- 11.09 **Amendments**
Any mutually agreed changes to this Agreement shall be in writing and form part of this Agreement, and are subject to the grievance and arbitration procedure.
- 11.10 **Policy grievance**
Where a dispute involving a question of general application or interpretation occurs or where a group of employees or the Union has a grievance, Step 1 of this article may be by-passed
- 11.11 **Union may institute grievance**
The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees and to seek adjustment with the Employer in the manner provided in this Article. Such a grievance shall commence at Step 2.
- 11.12 **Replies in writing**
Replies to grievances stating reasons shall be in writing at all formal stages.
- 11.13 **Employer may file grievance**
The Employer may initiate a grievance by filing such with the Union President within two (2) days from the date of the event giving rise to the grievance or the date upon which the Employer ought to reasonably have known of the event giving rise to the grievance. The Union President shall provide a written answer to the grievance within two (2) days of its receipt. If the Union President does not reply within that time limit or if the answer is not satisfactory to the Employer, the Employer may within three (3) days of the receipt of the reply or expiry of the time limit, give notice in writing to the Union President of its intention to refer the grievance to arbitration in accordance with Article 12.
- 11.14 **Time limits**
The time limits stipulated in both the grievance and arbitration procedures may be extended by mutual consent of both parties. Saturdays, Sundays, and statutory holidays are not included in the time limits of the grievance procedure
- 11.15 In the matter of a grievance involving termination Step 1 of the grievance procedure shall be by passed.

ARTICLE 12 -ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail (or personal delivery) addressed to the other party of the Agreement, indicating the name, address and phone number of its suggestion of single arbitrator, or its nominee to the Arbitration Board. Within ten (10) working days thereafter the other party shall answer by registered mail (or personal delivery) indicating the name address and phone number of its suggestion of single arbitrator or its nominee to the Arbitration Board. If an Arbitration Board is suggested, the two (2) nominees shall then select an impartial chairperson. Selection of a single arbitration shall be by mutual agreement between the parties.

12.02 Failure to appoint

If the party receiving the notice fails to appoint an Arbitrator, or if the two (2) appointees fail to agree upon a chairperson within fifteen (15) working days of their appointment, the appointment shall be made by the Minister of Labour and Advanced Education for the Province of Nova Scotia upon request of either party.

12.03 After the arbitrator or arbitration board, as the case may be, has been appointed, they or it shall convene a meeting within thirty (30) days with both parties present to deal with the matters(s) in dispute.

12.04 The board or arbitrator, as the case may be, shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and render a decision within fourteen (14) calendar days from the date of the arbitration.

12.05 Decision of the board/arbitrator

The decision of the majority or the Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision shall be final, binding and enforceable on all parties. The Board of Arbitration or Arbitrator shall not have the power to change this Agreement or alter, modify or amend any of its provisions.

12.06 Disagreement of decision

Should the parties disagree as to the meaning of the board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the board to clarify the decision, which it shall do within seven (7) calendar days.

12.07 Expenses of the board

Each party shall pay:

1) the fees and expenses of the nominee it appoints

2) one-half ($\frac{1}{2}$) of the fees of the Chairperson.

12.08 During the arbitration procedure the parties shall have the assistance of any employee(s) concerned as a witness. Any cost related to witnesses shall be borne by the party who called the witness.

12.09 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties

ARTICLE 13- DISCHARGE, SUSPENSION AND DISCIPLINE

13.01 An employee who has completed their probationary period may be suspended or discharged but only for just cause. The Employer shall notify the employee in writing of their suspension or discharge within five (5) working days of the action taking place. A copy will be forwarded to the Union

13.02 Whenever the Employer or their authorized agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any further infraction or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall, within five (5) working days thereafter, give written particulars of such censure to the employee involved, with a copy to the President of the Union

- 13.03 In cases of discharge or suspension, the grievor may bypass Step 1 of Article 11.03 and go directly to Step 2.
- 13.04 Except for proven abuse or proven harassment, any formal entry which relates to an employee's conduct which could be used for the purpose of discipline, shall be placed in an employee's file for a period of eighteen (18) months for a suspension or disciplinary actions, and twelve (12) months for a reprimand or adverse report, and then be removed provided there have been no further incidents of a similar nature documented and placed on the file. A copy of all such entries or documents shall be sent to the employee and the Union at the time any entry or document is placed in the file and both the employee and the Union shall be required to acknowledge receipt of same.
- 13.05 An employee shall have the right to review copies of their file provided they first make an appointment two (2) days prior to such request. This may be only done twice per year, except in the case of a grievance.

ARTICLE 14- SENIORITY

- *14.01 Seniority is defined as the length of service with the Employer. Employees who were employed at Glades and who had no break in service between Glades and Whitehills or Glades and Admiral shall be credited with the seniority that they had at Glades. Seniority shall be effective only after an employee has completed a probationary period of four hundred and fifty (450) worked hours.
- Such employee may be terminated during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the date of hire.
- *14.02 Seniority shall operate on a bargaining unit wide basis except for determining preference for holidays, vacations, and other leave (except bereavement) in which case it shall be on a departmental basis. Provided that an employee is qualified and is competently able to perform the required work, seniority shall be used in determining preference or priority for promotion, transfer, demotion, lay off, permanent reduction of the work force, and recall, as set out in the other provisions of this Agreement.
- *14.03 The Employer shall maintain a seniority list showing the date upon which employees' service with the Employer commenced. Where two or more employees commenced work on the same date, preference shall be given in accordance with the date of application. An up-to-date seniority list shall be sent to the Union and posted on the staff room bulletin board in January of each year. Employees shall advise the Employer within thirty (30) days of the posting if their position on the list is incorrect. If no contrary advice is received within that period, the list shall be deemed to be settled,
- *14.04 An employee shall only lose seniority in the event:
- (a) Employee is discharged for just cause and is not reinstated through the grievance or arbitration procedures.
 - (b) Employee resigns and does not withdraw their resignation within two (2) working days
 - (c) Employee is laid off for a period of more than twelve (12) months.

- (d) Employee is absent for at least five (5) consecutive working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (e) Employee on lay off who fails to report for work within fourteen (14) calendar days after being notified by the Employer of their recall. In each case, the employee shall be notified by telephone or registered mail of such recall. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (f) He fails to return to work following an approved leave of absence on the day set out when the leave was granted.

Transfer and seniority outside bargaining unit

*14.05

- (a) No employee shall be transferred to a position outside the bargaining unit without their consent. Such employee shall have the right to return to a position in the bargaining unit during their trial period, which shall be a maximum of four hundred and fifty (450) worked hours. If the employee returns to the bargaining unit either at their own request or at the Employer's request, they shall be placed in their former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and wage rate without loss of seniority.
- (b) When an employee, is temporarily transferred to a position outside the bargaining unit they shall continue to earn the benefits of this Agreement and pay union dues.

ARTICLE 15 - JOB POSTINGS, PROMOTIONS, AND STAFF CHANGES

- 15.01 When it is determined that a vacancy shall be filled, including temporary vacancies expected to exceed twelve (12) weeks, or when a new position is created within the bargaining unit, the Employer shall post notice of the position on the staff bulletin board for a period of five (5) working days during which time any employee in the bargaining unit may make written application for the position.
- 15.02 Such notice shall contain at least the following information: nature of the position, knowledge required, education, ability, skills, wage level and guaranteed minimum hours. Such qualifications shall be those necessary to perform the work required.
- 15.03 No application received from outside advertisements for any vacancy inside the bargaining unit shall be processed until the applications of present employees have been fully processed.
- 15.04 Both parties recognize:
 - 1) the principle of promotion within the service of the Employer,
 - 2) that job opportunity shall increase in proportion to length of service and required qualifications;
 - 3) that in making staff changes, transfers or promotions within the bargaining unit, the appointment shall be made of the applicant with the greatest seniority and have the required qualifications and ability to perform the required duties. The appointment shall be made within two (2) weeks after the posting period. If two (2) or more applicants have identical seniority, the position shall be awarded to the employee who applied for the position first. The successful applicant shall start the position within four (4) weeks of being awarded such position.

- 15.05 The successful applicant shall be placed on a trial for a period of three hundred seventy-five (375) hours worked. The placement shall be conditional on satisfactory service. In the event the successful applicant proves unsatisfactory during this period, or if the employee is unable to perform the duties of the new job they shall be returned to their former position and wage rate or salary without loss of seniority. Any other employee promoted or transferred because of this arrangement shall be returned to their former position and wage or salary rate without loss of seniority.
- 15.06 Within seven (7) calendar days of the date of appointment, the name of the successful applicant shall be posted on the staff room bulletin board. The Union shall be notified of all promotions, hirings, transfers and terminations.
- 15.07
- (a) In the event a temporary position is expected to exceed twelve (12) continuous weeks, the position shall be posted in accordance with Article 15.01.
- (b) Temporary positions of twelve (12) weeks or less shall be offered to a willing employee in accordance with seniority. When possible, this assignment shall be scheduled giving the employees as much notice as reasonably possible. In circumstances where there is no willing employee available for the temporary position, a casual employee shall be assigned.
- (c) Permanent employees shall have the right to apply for temporary positions which have been posted. If successful the permanent employee shall have the right to revert back to their permanent position at the completion of the temporary position. While in the temporary position, permanent employees shall retain their right of permanent status, benefits, pension, etc. Any other employee affected by this arrangement shall also be returned to their former positions, wage or salary rate without loss of seniority.
- (d) Once an employee accepts a temporary position the completion of the time period must be fulfilled prior to making application for another temporary job unless the other temporary position is for two (2) additional shifts bi-weekly for three (3) months or similar shifts for at least six (6) months.

ARTICLE 16- LAYOFFS AND RECALL

- *16.01 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.
- *16.02 In the event of lay off, employees shall be laid off in reverse order of seniority provided that those employees being retained are qualified and are able to competently perform the work required. Displaced employees shall have the right to bump any employee with less seniority provided that the employee is qualified and able to competently perform the work required.
- *16.03 Employees shall be recalled in order of their seniority provided that those being recalled are qualified and able to competently perform the work required.
- *16.04 No new employees shall be hired to fill a position until those laid off who have seniority have been given an opportunity for recall, provided they are qualified and able to perform the work.

*16.05 Unless legislation is more favourable for the employee the Employer shall notify employees who are to be laid off ten (10) working days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work was not made available.

*16.06 Grievances concerning lay-offs and recalls shall be initiated at Step 2 of the Grievance Procedure

ARTICLE 17- HOURS OF WORK, OVERTIME & CALL BACK

17.01 The regular hours of work shall be seventy-five (75) hours per two (2) week period, consisting of ten (10) regularly scheduled seven and one half (7½) hour shifts.

17.02 Each seven and one half (7½) hour shift shall have a thirty (30) minute unpaid lunch break and two (2) paid fifteen (15) minute rest periods, one (1) rest period in the first half of the shift and one rest period in the second half of the shift. In the case of employees working less than a seven and one half (7½) hours shift, the rest period shall be prorated.

*17.03 All full time employees are entitled to two (2) consecutive days off in each two (2) week pay period unless the employee otherwise agrees.

17.04 Except as may be otherwise mutually agreed, there shall be a minimum of eight (8) hours between shifts

*17.05 Work schedules for employees shall be posted on a bulletin board two (2) weeks in advance, schedules of four (4) week duration. As the places develop the Employer will look at putting up six (6) week schedules. However in the case of the Christmas work period the schedule shall be posted three (3) weeks in advance. Once posted, the shift schedule shall not be changed without the knowledge of the employee.

Except where the change is by mutual agreement between the employee and the Employer, if the schedule is changed by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the employee shall be compensated at the overtime rate for each hour worked.

17.06 Employees in the Nursing Department shall attend work ten (10) minutes prior to the commencement of the shift for the purpose of receiving report. This is not considered paid service. Time worked beyond the end of the scheduled shift shall be considered overtime and shall be paid for at the rate of time and one-half (1.5x).

*17.07 Full time employees shall have every second weekend off. Part time employees shall have at least every fourth weekend off. Part time employees shall have every third weekend off where operational requirements permit.

*17.08 Employees in the same classification shall be able to exchange shifts with each other with the consent of the Administrator or their designate. The employee will be responsible for their scheduled shift and shall advise the Administrator or their designate in writing no less than three (3) days prior to the affected shift (except in the case of an emergency) of the name of their replacement. No overtime shall be paid as a result of this request.

17.09 All time worked in excess of seven and one half (7½) hours per day or seventy-five (75) hours bi-weekly (14 days) shall be considered overtime. Overtime shall be paid at the rate

of time and one half the employee's regular hourly rate and when taken as time off shall be at the rate of one and one half hours (1½) hours off for each overtime hour worked.

- 17.10 (a) All overtime will be on a voluntary basis provided that if there are no or insufficient employees willing to work an overtime assignment, and overtime is essential, overtime will be assigned on the basis of seniority commencing with the most junior employee in the classification concerned.
- (b) **Except in exceptional circumstances, employees who work twelve (12) hour shifts and who are mandated or required to work overtime of more than four (4) hours shall have twelve (12) hours rest before their next shift, unless otherwise mutually agreed.**
- (c) **Except in exceptional circumstances, an employee shall not be mandated more than three (3) times in a week. If an employee has been mandated three (3) times in a week, the next most junior employee in the classification will be mandated. If all employees on shift have been mandated three (3) times in a week, then the most junior employee on shift will be mandated. For the purposes of this Article, a week is defined as 7 am on Monday to 7 am the following Monday.**

17.11 Overtime and call-back time shall be divided equally among employees who are willing and qualified to perform the required work.

*17.12 An employee who is called in to work outside of their regular working hours shall be paid for at least four (4) hours at their regular rate of pay.

17.13 Employees required to work a double shift shall be provided with a meal by the Employer. However, if the double shift includes the midnight shift, sandwiches will be made available for employees who work the midnight shift at no cost to the employee.

17.14 The Employer shall schedule on the basis of such factors as employee status, equitability and seniority.

Once the schedule is posted, any shift(s) or hour(s) arising (through additional work or vacancies) shall be filled by the following process:

- 1) Part time employees, in order of seniority, up to 75 hours;
- 2) Casuals employees, up to 75 hours;
- 3) Full time employees, in order of seniority, up to 75 hours;

In all of the above cases, it is understood that the shift(s) or hour(s) are offered within that classification.

17.15 An employee who is called in to work an extra shift within one hour of the start of the shift, shall be given a reasonable amount of time to report to work and will be paid for the full shift provided that they work to the normal end of the shift.

17.16 Semi-Annual Time Change

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

The hour difference shall be split between the employees completing their shift and those commencing their shift.

ARTICLE 18 - WAGES & JOB CLASSIFICATION

18.01 The Employer agrees to pay the wage rates attached to and forming part of this Agreement as Appendix "A".

18.02 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid at a lower rate than their own the employee shall receive their regular rate of pay for that assignment.

18.03 Where an employee is assigned temporarily to perform work in a classification in the bargaining unit that is paid higher than their own the employee shall receive the rate of higher classification

18.04 If an employee wishes to work in a classification in the bargaining unit that is paid at a lower rate of pay than their own the employee shall receive the lower rate of pay.

18.05 Job classifications are set out in Appendix "A" of this Agreement and shall not be changed or eliminated without prior consulting the Union

18.06 There will be one LPN position working Monday-Friday in each facility. It is agreed that if needed the LPN may be required to work other shifts as well on evenings, nights or weekends to cover sick calls, vacant shifts or vacation on short notice. If at any time management feels this position would operationally work better for the facility to include weekends, evenings and nights, either 8-hour or 12-hour shifts, then the position will be changed to include these hours.

18.07 When any position not covered by Appendix "A" is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

18.08 Responsibility Pay

Where the Employer specifically, and at their sole discretion, designates and directs an LPN to be in charge of at least one unit for the full shift, the designated LPN shall receive five dollars and sixty 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.

This provision shall not apply to casual employees.

18.09 LPN Facility Pay

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

No LPN in receipt of this premium will be eligible to receive the LPN responsibility pay in Article 18.08.

18.10 Shift premium

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

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, between 1900 hours and 0700 hours.

18.11 Weekend premium

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

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 to all hours worked, including overtime hours worked, between midnight Friday and midnight Sunday.

18.12 Employees in classifications with increment steps shall advance to the next increment step on the employees anniversary date.

18.13 25 Year Service Salary Increment - LPNs

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

ARTICLE 19- HOLIDAYS

*19.01 The Employer recognizes the following as paid holidays

New Year's Day	2 Floating Holidays
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	Natal Day
National Day for Truth and Reconciliation	

*19.02 Full time and part time employees must work their regularly scheduled shift immediately prior to and following the holiday so as to qualify for the holiday. An employee is excused from this obligation if absent due to illness (with a medical certificate if requested), bereavement or other leave, vacation or layoff.

*19.03 Part time employees who work on a holiday shall receive payment in accordance with Article 19.02. For those holidays not worked, payment shall be made on termination of employment or at the first pay in December of each year (whichever comes first) based on the number of

days worked as a fraction of two hundred sixty (260) working days per year times the number of holidays not worked during the year.

- *19.04 In the event any of the above holidays fall on an employee's day off an additional day off with pay shall be granted by the Employer or the employee may elect to take the day's pay in lieu of a day off. Such additional day shall be agreed upon mutually between the employee and the Employer to be taken within thirty (30) days unless there is a provision in 19.06.
- 19.05 Any hours that an employee works between the hours of 00:01 hours and 24:00 hours on one of the recognized holidays shall be compensated at the appropriate holiday premium rate.
- *19.06 An employee who works on a holiday shall be paid at the rate of time and one-half (1.5x) plus another day off with pay at a time mutually agreed or may be accumulated up to a total of five (5) days to be taken at the employee's request, if operational requirements permit, or if mutually agreed to be added to the employee's annual vacation. It is the employee's responsibility to inform the Employer of the days off desired.
- *19.07 The time for taking the floating holidays shall be mutually agreed between the Employer and the employee. **Best efforts will be made to schedule the floating holidays by the end of the calendar year. Any time remaining in the holiday bank for the floating holidays shall be paid out to the employee at the end of the calendar year.**
- *19.08 If one of the above holidays falls during an employee's annual vacation, the employee will receive the statutory holiday and they shall receive an extra days vacation to be taken at the end of the vacation period or shall have one day's vacation credited to their record. Such decision must be agreed to mutually by the Employer and the employee.
- *19.09
 - (a) The Employer will agree to a rotation system with regards to Christmas Day and New Year's Day. These days shall be scheduled so that an employee having Christmas Day off will not be scheduled Christmas Eve and similarly, if on a rotation basis New Year's Day off the employee will not be scheduled for New Year's Eve. In cases of dispute, the employees may work out an exchange; however, the Employer must be notified and approve the exchange to ensure adequate staffing is maintained. Christmas and New Year's holidays shall alternate yearly regardless of a leave of absence, maternity leave, or other type of leave. Employees will have no more than five (5) consecutive days off during the period December 21 to January 4'h inclusive.
 - (b) Where possible, the Employer shall endeavour to allow full time employees to take their holiday stats off near the Christmas holidays, so that they can get five days off, along with their two regularly scheduled days off. The Employer will also endeavour to allow part time employees to take their banked hour off (up to 22.5 hours) where employees have the days banked.
- *19.10 Notwithstanding any of the above, when a holiday falls within a period an employee is on authorized sick leave or any other authorized paid leave, a holiday is considered a holiday and no payment for any type of leave will be made for that day except as otherwise provided in the Agreement.

- 19.11 An employee who is requested to work beyond the employee's scheduled shift on a paid holiday shall be compensated at the rate of time and one-half (1.5x) for all hours worked beyond the scheduled shift.

ARTICLE 20- LEAVE OF ABSENCE

***20.01 Paid Bereavement Leave**

(a) When the death of a member of an employee's immediately family occurs, the employee shall be granted five (5) consecutive calendar days (with pay if scheduled to work) immediately following the death. The employer recognizes that one (1) of five (5) days of bereavement leave may be reserved in case the funeral and or burial is held at a later date.

(a) Immediate family is defined as spouse (wife, husband, common-law, same-sex partner), child, step child, ward, sister, brother, parents, step parents, mother-in-law, and father-in-law. The "in law" and "step-relative" The "in law" and "step relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.

(b) Employees shall be permitted to change vacation leave or Employer paid sick leave to bereavement leave.

***20.02 Other family members**

Employees shall be granted three (3) consecutive calendar days off (with pay if scheduled to work) for the death of a brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, and grandparent. Employees shall be entitled to one (1) days leave with pay in order to attend the funeral of an aunt or uncle provided that the day of the funeral is on a scheduled work day of the employee.

***20.03 Additional days**

In recognition of the fact that circumstances which call for bereavement leave are based on individual circumstances, the Employer, on request, may grant any additional leave without pay as required.

***20.04 Death occurring during employee's working hours**

(a) If a death occurs in the immediate family of an employee when said employee is at work, said employee shall be granted compassionate leave with pay for the remainder of the shift for that day.

(b) An employee on leave of absence, or worker's compensation shall not be eligible for bereavement leave.

20.05 Maternity, parental & adoption leave

Pregnancy and parental leave are available as provided in the Nova Scotia Labour Standards Code.

***20.06 Jury duty/Court leave**

(a) When an employee is called for jury duty or is subpoenaed to appear as a witness during scheduled working hours **they**, upon presenting appropriate proof (e.g. Notice of Jury Duty or subpoena), shall be granted paid leave from work for the hours or required attendance without loss of seniority or benefit.

- (b) If the employee is not called to serve on a Jury at a time during the term of the Court, they shall return to the Home and resume their normal shift if there are three (3) hours or more of work remaining.
- (c) Time spent by an employee required to serve as a Court or Arbitration Witness in any matters arising out of their employment, shall be considered at time worked and shall be paid at the straight time rate. However, this does not pertain to any arbitration proceedings when the employee would appear as a witness on behalf of the Union.
- (d) Payment received for jury service or witness fees, excluding expenses for meals or travel shall be paid to the Employer.

***20.07 Right to deny**

Leave of absence will not be granted for the purpose of allowing an employee to take another position temporarily with another Employer, to try out new work, or venture into business for themselves.

***20.08 Personal leave**

An employee may request leave of absence, without pay or loss of seniority, for personal reasons. Such request shall be in writing and directed to the Administrator or their delegate at least four (4) weeks prior to the day the leave is required. This leave may be granted for up to one (1) year to any employee with good and sufficient cause. In cases of emergency, the remittance for requested time limits in this clause could be waived. If the employee wishes to continue their benefits coverage, they must contribute the full share of the premium for the duration of the absence providing the Employer with post-dated cheques.

20.09 Leave for union business

- (a) (Whitehills and Admiral together)
Upon request, and giving two (2) weeks notice, CUPE Local 1259 shall be entitled to a maximum of one hundred fifty (150) days annually without pay or loss of seniority to be used as union leave. This leave may be limited by operational requirements. To aid operational requirements, the parties agree that casual and permanent part time employees will be expected to fill such absences, provided this doesn't result in overtime unless the Union agrees to cover the premium cost. The Employer will continue the employee's pay and bill the Union for the actual cost of the leave.
- (b) An employee who is elected or selected for a full time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. Such leave shall be renewed each year, on request if operationally possible. The Employer will continue the employee's pay and bill the Union for wages and benefits. The granting of this leave is subject to operational requirements but shall not be unreasonably denied.

***20.10**

(a) Preventative Medical/Family illness

To facilitate the employee's personal preventative medical care, and/or specialist appointments or in the case of illness of a member of the employee's immediate family meaning spouse (wife, husband, common-law, same-sex partner) child, step-child, ward, or parents, whether or not living with the employee, or any other relative of the employee who permanently resides with the employee, and when no one else other than the employee can provide for the needs of the

ill person, the employee may be granted, after notifying their Employer, leave with pay for up to five (5) paid days (ie: 37¹/₂, hours) a year for the purpose of making such arrangements as are necessary to permit the employee's return to work. Such leave shall be charged against the employee's sick leave accumulation as provided for in Article 24. Immediate family in this article means there is a current relationship at the time this benefit is claimed.

(b) **Leave for emergency**

An employee shall be granted a leave of absence with pay up to two (2) days (ie: 15 hours) per calendar year non-accumulative, for a critical condition which required their personal attention resulting from an emergency (flood, fire, etc.), which cannot be served by others or attended to by the employee at a time when they are normally off duty. These days shall be deducted from sick leave credits.

***20.11 Leave for storm or hazardous conditions**

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

- 1) take the absent time as unpaid; or
- 2) deduct the absent time from accumulated overtime, holiday time or vacation; or
- 3) when the employee has no entitlement to accumulated paid leave, the employee may, with approval of the Employer, make up the absent time as the scheduling allows; or
- 4) with permission from the Employer, the employee may exchange a shift with another employee.

20.12 Compassionate Care Leave

Compassionate Care Leave shall be granted in accordance with the *Labour Standards Code* and articles updated accordingly.

20.13 Domestic Violence

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

ARTICLE 21 - STRIKES AND LOCKOUTS

21.01 The Employer agrees that there shall be no lockout of employees and the Union agrees that there shall be no strikes, walkouts, slowdown or other actions by employees, which will stop, curtail or interfere in any way with the operation of the Employer during the term of this Agreement.

ARTICLE 22- VACATIONS

*22.01 A full time employee shall receive an annual vacation with pay in accordance with length of service.

- (a) Employees with less than one (1) year's service as of Apr 30th shall receive vacation credits based on one (1) day per month up to a maximum of ten (10) days and paid on the basis of four percent (4%) of gross earnings.
- (b) Employees with one (1) year's service but less than three (3) years service as of Apr 30th shall receive two (2) weeks vacation based on four percent (4%) of gross earnings to that day or two (2) weeks' pay, whichever is greater subject to 22.01(f)

- (c) Employees with three (3) years' service but less than seven (7) years service as of Apr 30th shall receive three (3) weeks vacation based on six percent (6%) of gross earnings to that date or three (3) weeks pay, whichever is greater subject to 22.01(f).
- (d) Employees with seven (7) years' service but less than fifteen (15) years service as of Apr 30th shall receive four (4) weeks vacation based on eight percent (8%) of gross earnings to that date or four weeks pay, whichever is greater subject to 22.01(f).
- (e) Employees with fifteen (15) or more years of service as of Apr 30th shall receive five (5) weeks vacation based on ten percent (10%) of gross earnings to that date or five weeks pay, whichever is greater subject to 22.01 (1).

Should more than thirty-five (35) working days be lost as a result of sickness, accident or leave of absence the vacation pay shall be paid as a percentage of gross earnings.

*22.02 An employee terminating employment at any time in the vacation year, prior to using their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation prior to termination.

*22.03 Except for exceptional circumstances subject to agreement of the parties, no vacation of longer than three (3) weeks shall be taken between June 15th and September 15th.

*22.04

- (a) The Employer shall post a list of employee vacation entitlements during the first week of February of each year and employees may indicate their preference for the time they wish to take their vacation, provided such request is made by March 15th. The schedule shall be approved by the Administrator and posted by April 30th. For the fall postings, remaining vacation picks shall be no later than October 31st.
- (b) Vacation schedules shall be posted by April 15th of each year and shall not be changed except by mutual agreement. Preference for vacation times shall be given to those employees with the most seniority. After April 15th and upon giving three (3) days notice an employee may request vacation time and it shall be granted on a first come first served basis. Notwithstanding; should two or more employees seek the same vacation time, such time shall be granted to the senior employee(s).

*22.05

- (a) An employee who becomes sick or disabled prior to their scheduled vacation period or if an employee becomes ill during a period of vacation, and the illness is for a period of longer than five (5) or more consecutive days and such illness is supported by a medical certificate from a legally qualified medical practitioner, the employee shall be granted sick leave and their vacation credits restored to the extent of the sick leave. The employee shall provide the Employer with a medical certificate from a legally qualified medical practitioner with the following information:
 - the date the employee saw the physician; the date the employee became ill;
 - the nature of the illness; and
 - the duration or expected duration of the illness.
- (b) An employee shall be permitted to change vacation leave to sick leave, if during the vacation an employee is hospitalized and such hospitalization is supported by a medical certificate from a legally qualified medical practitioner from the attending hospital. An employee's vacation shall

be restored to the extent of the period of the hospitalization. Vacation leave shall then be rescheduled at a time mutually agreed between the employee and the Employer

- *22.06 Part time employees shall receive vacation entitlements as per Article 22.01 except that the pay will be on a prorated basis.
- *22.07 Employees vacation entitlements must be taken each year. Vacations earned in the current year from May 1st to Apr 30th are to be taken in the following year during May 1st to Apr 30th. Vacation cannot be taken in advance. Vacation must be and can only be taken in full. Vacation cannot be paid- except as under Vacation Options. No vacations will be scheduled between December 15th and January 7th unless mutually agreed between the Employer and the employee. Vacation may be carried over in extenuating circumstances. Requests for carry over will not be unreasonably denied.
- *22.08 No employee shall be requested to work during their scheduled vacation period. However, should an employee agree to work, they shall be paid at time and one half (1.5x) the regular rate of pay plus one (1) vacation lieu day off for each day on which work was performed
- *22.09 Vacation Options- Vacation principles and a list of options which can be used by full time and part time employees when requesting vacation are outlined in Schedule "A" attached to this Agreement.

ARTICLE 23 - HEALTH AND SAFETY

23.01

- (a) The Employer and the Union shall cooperate in continuing and perfecting the safety and health measures now in effect. The Employer shall follow and work closely with the new Occupational Health & Safety Act, and it will serve as the guidelines for safety practices within the Home.
 - (b) The Employer and the Union will establish a Health and Safety Committee comprised of three (3) representatives from the Employer and three (3) members of the Union. This committee will meet on a monthly basis
- 23.02 The Employer shall make reasonable provision for the health and safety of employees during hours of employment
- 23.03 The Health & Safety Committee shall be notified of each accident or injury and may investigate the nature and cause of the accident or injury. Each compensable accident or injury shall be reviewed as to cause of accident or injury
- 23.04 The Parties recognize that workplace violence is an occupational health and safety issue, and that the Parties will take appropriate actions to prevent violence wherever possible and reduce the harm caused by violence that is not prevented in accordance with applicable legislation.

ARTICLE 24- SICK LEAVE

- *24.01 Sick leave is an indemnity not an acquired right. An employee who is absent from a scheduled shift on sick leave shall only be entitled to sick leave with pay if the employee is not otherwise receiving pay from the Employer (which includes, but is not limited to holiday pay, vacation pay, and paid leave of absence for that day) or from a third party insurer (including payments under the Worker's Compensation Act), and providing the employee has sufficient sick leave credits

Sick leave shall be considered to mean the period of time an employee is absent from work because of sickness or disability, or because of an accident from which compensation is not being paid under the Worker's Compensation Act. Except as provided in Article 25, no sick leave will be granted to an employee in case of sickness or accident which is compensable under the Worker's Compensation Act.

- *24.02 The Employer agrees that each employee is entitled to eleven and one-quarter (11%) hours or one and one-half (1 1/2) days for each of one hundred sixty-two and one-half (162 1/2) hours or twenty-one point sixty-six (21.66) days the employee works. The maximum accumulation shall be four hundred and fifty (450) hours or sixty (60) days. Employees who were employed at Glades and who had no break in service between Glades and Whitehills or Glades and Admiral shall be credited with the sick leave in their bank at Glades on their last day of work there.
- *24.03
- (1) Any employee covered by this Agreement while on sick leave with pay shall receive the applicable rate of pay from the Employer.
 - (2) Employees who are off for five days or more may be required to produce a medical certificate from their doctor. Where the Employer has reason to suspect that an employee is misusing sick leave, the Employer may put the employee on notice that they are required to produce a medical certificate for any illness.
- *24.04 If an employee calls in sick and they are unaware of the duration of the sickness, then the employee must call in on a daily basis in order for the Home to maintain proper scheduling or until a doctor has put the employee off for an extended period. Sick leave of less than one (1) month, the employee shall give one (1) days notice. Between one to three (1 to 3) months sick leave, five (5) days notice. Over three (3) months of sick leave, the employee shall give two (2) weeks notice of their intended return to work.
- *24.05 Fraudulently applying for and obtaining sick leave may be cause for discipline up to and including discharge.
- *24.06 In any case of absence of an employee due to sickness, the matter shall be reported where it is a day shift at least two (2) hours prior to the time that such employee's shift is to commence, and where it is an afternoon or night shift, at least three (3) hours prior to the time that such employee's shift is to commence. This notification must be done through the employee's immediate supervisor. The Employer reserves the right to investigate the reported illness of an employee. Failure to notify as required may result in; a) the denial of sick benefits, if any in the bank. b) being noted as AWOL.

ARTICLE 25- EMPLOYEE BENEFITS

25.01

- (a) **Group Life, LTD and Extended Health**
The Employer shall pay for all eligible employees, 50% of the life insurance premiums and 50% of the long term disability plan premiums and 65% of the extended health plan premium. Life insurance and LTD are mandatory.
- (b) All full time employees and part time employees shall, after completing their probationary period and subject to the rules and regulations of the plan, be eligible to join the long term disability plan.

(c) **Nova Scotia Health Employees Pension Plan (NSHEPP)**

Upon enrollment in the pension plan, the terms of the Plan respecting eligibility and levels of contribution shall apply.

25.02 Workers' compensation

- 1) When an employee is being compensated under the **Workers' Compensation Act** the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from **Workers' Compensation** and the employee's net pre-accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives **Workers' Compensation** benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in their income while in receipt of **Workers' Compensation** benefits. When the supplement is being paid the Employer shall deduct from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the **Workers' Compensation** benefits.
- 2) The Employer 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 eighteen (18) months
- 3) An employee shall continue to accrue seniority while in receipt of **Workers' Compensation** benefits.
- 4) An employee shall accrue vacation credits while in receipt of **Workers' Compensation** benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement
- 5) An employee shall not accrue any other benefits while on **Workers' Compensation**.
- 6) Failure to pay premiums within 30 days will result in a lapse of coverage.
- 7) This provision shall not apply to casual employees, except for Article 25.02(3).

25.03 All employees shall be covered by the **Workers' Compensation Act**. Accidents are to be reported immediately and will be submitted and administered in accordance with the **Workers' Compensation Board**.

***25.04 Leave of absence without pay**

- (a) To continue coverage during any period of leave without pay, the employee shall pay the employee's share of medical, group life and disability premiums. (The Employer will continue its share of the premiums.) If not paid within thirty (30) days, coverage will lapse.
- (b) For any leave of absence without pay of ten (10) days or more, vacation, sick leave and other related credits will not accrue.

ARTICLE 26 -TRAINING

26.01 Training during normal work hours

An employee required by the Employer to take training during their normal working hours will be paid their regular rate of pay while in training.

26.02 Training outside normal working hours

An employee required by the Employer to take training outside their normal working hours, will be compensated at their regular rate of pay for the actual period while in training.

26.03 Voluntary training

Where training facilities are provided by the Employer on a voluntary basis, an employee taking advantage of such training will not be compensated.

26.04 The Employer agrees to the principle of staff development and any pertinent information received by the Employer regarding workshops, seminars, etc., will be screened by the Employer and posted on the bulletin board.

ARTICLE 27- CONTRACTING OUT

*27.01 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.

ARTICLE 28- TERM OF AGREEMENT

28.01 This Agreement shall be in effect for the period November 1, 2020 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.

28.02 Wages for all employees shall be retroactive to November 1, 2020, or the date of hiring if later. Employees leaving the employ of the Employer prior to the signing of this Agreement shall be entitled to retro-active pay upon giving the Employer notice within 30 days of the signing of this Agreement.

SIGNED THIS 10th DAY OF October, 2023.

SIGNED ON BEHALF OF:

For the Employer

For the Union

Dave

Phil Scott

Jana Heenan

Kennedy

APPENDIX "A" – WAGES

		matches old CCA wage 09-Feb-22					
PCW I (without course)		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1	2022-11-1 3.00%	2023-10-31 0.50%
Start	Annual Hrly	\$35,821 18.3697	\$ 36,358 18.6453	\$ 36,904 18.9250	\$ 37,634 19.2995	\$ 38,763 19.8785	\$ 38,957 19.9779
After 1 Year	Annual Hrly	\$36,556 18.7467	\$ 37,104 19.0279	\$ 37,661 19.3133	\$ 38,391 19.6879	\$ 39,543 20.2785	\$ 39,741 20.3799
After 2 Years	Annual Hrly	\$37,265 19.1103	\$ 37,824 19.3969	\$ 38,391 19.6879	\$ 39,146 20.0751	\$ 40,321 20.6774	\$ 40,522 20.7808
After 3 Years	Annual Hrly	\$37,973 19.4733	\$ 38,543 19.7654	\$ 39,121 20.0619	\$ 39,879 20.4508	\$ 41,075 21.0643	\$ 41,281 21.1696
After 4 Years	Annual Hrly	\$38,683 19.8374	\$ 39,263 20.1350	\$ 39,852 20.4370	\$ 40,635 20.8385	\$ 41,854 21.4637	\$ 42,063 21.5710
PCW II/CCA		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-2-10 DOH SET	2022-11-1 3.00%	2023-10-31 0.50%
Start	Annual Hrly	\$36,530 18.7333	\$ 37,078 19.0143	\$ 37,634 19.2995	\$ 44,660 22.9026	\$ 46,000 23.5896	\$ 46,230 23.7076
After 1 Year	Annual Hrly	\$37,265 19.1103	\$ 37,824 19.3969	\$ 38,391 19.6879	\$ 45,572 23.3703	\$ 46,939 24.0714	\$ 47,174 24.1917
After 2 Years	Annual Hrly	\$37,998 19.4862	\$ 38,568 19.7784	\$ 39,146 20.0751	\$ 46,502 23.8472	\$ 47,897 24.5626	\$ 48,137 24.6854
After 3 Years	Annual Hrly	\$38,709 19.8508	\$ 39,290 20.1485	\$ 39,879 20.4508	\$ 47,451 24.3338	\$ 48,875 25.0639	\$ 49,119 25.1892
After 4 Years	Annual Hrly	\$39,443 20.2272	\$ 40,035 20.5306	\$ 40,635 20.8385	\$ 48,419 24.8303	\$ 49,872 25.5752	\$ 50,121 25.7030

LPN		2020-10-22 DOH SET	2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1 3.00%	2023-10-31 0.50%
Start	Annual Hrly	\$54,963 28 1862	\$55,238 28.3272	\$ 56,066 28.7520	\$ 56,907 29.1833	\$ 58,615 30.0588	\$ 58,908 30.2091
After 1 Year	Annual Hrly	\$56,222 28.8318	\$56,503 28.9759	\$ 57,351 29.4106	\$ 58,211 29.8518	\$ 59,957 30.7473	\$ 60,257 30.9010
After 2 Years	Annual Hrly	\$57,437 29 4549	\$57,724 29.6021	\$ 58,590 30.0462	\$ 59,469 30.4969	\$ 61,253 31.4118	\$ 61,559 31.5688
After 3 Years	Annual Hrly	\$59,029 30.2713	\$59,324 30.4226	\$ 60,214 30.8790	\$ 61,117 31.3422	\$ 62,951 32.2824	\$ 63,265 32.4438
After 25 years on Ratification *3 5% Salary Increment	Annual Hrly					Effective Date of Ratification \$ 65,154 33.4123	2023-10-31 0.50% \$ 65,480 33.5794
Graduate Practical Nurse		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1 3.00%	2023-10-31 0.50%	
	Annual Hrly	\$45,129 23.1431	\$ 45,806 23.4902	\$ 46,493 23.8426	\$ 47,888 24.5579	\$ 48,127 24.6806	

Rec. Assistant (with & without PCW course)		2020-10-31	2020-11-1	2021-11-1	2022-11-1	2023-10-31
		0.50%	1.50%	1.50%	3.00%	0.50%

Probationary Rate	Annual Hrly	\$37,707	\$ 38,273	\$ 38,847	\$ 40,012	\$ 40,212
		19.3369	19.6270	19.9214	20.5190	20.6216

Start	Annual Hrly	\$38,348	\$ 38,923	\$ 39,507	\$ 40,692	\$ 40,896
		19.6656	19.9606	20.2600	20.8678	20.9722

After 1 Year	Annual Hrly	\$39,131	\$ 39,718	\$ 40,314	\$ 41,523	\$ 41,731
		20.0672	20.3682	20.6737	21.2939	21.4004

After 2 Years	Annual Hrly	\$39,931	\$ 40,530	\$ 41,138	\$ 42,372	\$ 42,584
		20.4774	20.7846	21.0964	21.7293	21.8379

After 3 Years	Annual Hrly	\$40,746	\$ 41,357	\$ 41,978	\$ 43,237	\$ 43,453
		20.8954	21.2088	21.5269	22.1728	22.2836

After 4 Years	Annual Hrly	\$41,576	\$ 42,200	\$ 42,833	\$ 44,118	\$ 44,338
		21.3210	21.6408	21.9655	22.6244	22.7375

annualized
increase

Dietary Worker, Environmental Services		2020-10-31	2020-11-1	2021-11-1	2022-11-1	2022-11-1	2023-10-31
		0.50%	1.50%	1.50%	\$1,950	3.00%	0.50%

Probationary Rate	Annual Hrly	\$34,141	\$ 34,653	\$ 35,173	\$ 37,123	\$ 38,237	\$ 38,428
		17.5082	17.7708	18.0374	19.0374	19.6085	19.7066

Regular Rate	Annual Hrly	\$34,724	\$ 35,245	\$ 35,774	\$ 37,724	\$ 38,855	\$ 39,050
		17.8072	18.0743	18.3454	19.3454	19.9258	20.0254

Cook (non- Journeyman)		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1 3.00%	2023-10-31 0.50%
Probationary Rate	Annual	\$43,095	\$ 43,741	\$ 44,398	\$ 45,729	\$ 45,958
	Hrly	22.1000	22.4315	22.7680	23.4510	23.5683
Regular Rate	Annual	\$43,827	\$ 44,484	\$ 45,152	\$ 46,506	\$ 46,739
	Hrly	22.4754	22.8125	23.1547	23.8493	23.9686
Cook (Journeyman)		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1 3.00%	2023-10-31 0.50%
Probationary Rate	Annual	\$47,096	\$ 47,802	\$ 48,519	\$ 49,975	\$ 50,225
	Hrly	24.1518	24.5141	24.8818	25.6282	25.7564
Regular Rate	Annual	\$47,895	\$ 48,613	\$ 49,343	\$ 50,823	\$ 51,077
	Hrly	24.5615	24.9300	25.3039	26.0630	26.1933
Maintenance		2020-10-31 0.50%	2020-11-1 1.50%	2021-11-1 1.50%	2022-11-1 3.00%	2023-10-31 0.50%
Probationary Rate	Annual	\$44,311	\$ 44,976	\$ 45,650	\$ 47,020	\$ 47,255
	Hrly	22.7236	23.0644	23.4104	24.1127	24.2333
Regular Rate	Annual	\$45,063	\$ 45,739	\$ 46,425	\$ 47,818	\$ 48,057
	Hrly	23.1092	23.4559	23.8077	24.5219	24.6445

Physiotherapist		2020-10-31	2020-11-1	2021-11-1	2022-11-1	Effective Date of Ratification adjusted to match NSHA	2023-10-31
		0.50%	1.50%	1.50%	3.00%		1.00%
Start	Annual Hrly	\$60,847 31.2036	\$ 61,760 31.6716	\$ 62,686 32.1467	\$ 64,567 33.1111	64950 33.3075	65599 33.6406
After 1 Year	Annual Hrly	\$65,874 33.7815	\$ 66,862 34.2883	\$ 67,865 34.8026	\$ 69,901 35.8467	70315 36.0592	71019 36.4198
After 2 Years	Annual Hrly	\$68,387 35.0703	\$ 69,413 35.5963	\$ 70,454 36.1303	\$ 72,568 37.2142	72997 37.4342	73727 37.8085
After 3 Years	Annual Hrly	\$71,123 36.4733	\$ 72,190 37.0204	\$ 73,273 37.5757	\$ 75,471 38.7030	75921 38.9339	76680 39.3232
After 4 Years	Annual Hrly	\$73,910 37.9026	\$ 75,019 38.4711	\$ 76,144 39.0482	\$ 78,428 40.2196	78902 40.4626	79691 40.8672
After 5 Years	Annual Hrly	\$76,822 39.3959	\$ 77,974 39.9868	\$ 79,144 40.5866	\$ 81,518 41.8042	82016 42.0596	82836 42.4802
after 25 Years						84886 43.5314	85735 43.9667

Occupational Therapist		2020-10-31	2020-11-1	2021-11-1	2022-11-1	Effective Date of Ratification adjusted to match NSHA	2023-10-31
		0.50%	1.50%	1.50%	3.00%	NSHA has no probation wage	1.00%
Probationary Rate	Annual	\$59,828	\$ 60,725	\$ 61,636	\$ 63,485		
	Hrly	30 6810	31 1412	31 6084	32.5566		
Start	Annual	\$60,847	\$ 61,760	\$ 62,686	\$ 64,567	64950	65599
	Hrly	31 2036	31 6716	32 1467	33.1111	33.3075	33.6406
After 1 Year	Annual	\$65,874	\$ 66,862	\$ 67,865	\$ 69,901	70315	71019
	Hrly	33 7815	34.2883	34 8026	35.8467	36.0592	36.4198
After 2 Years	Annual	\$68,387	\$ 69,413	\$ 70,454	\$ 72,568	72997	73727
	Hrly	35 0703	35.5963	36.1303	37.2142	37.4342	37.8085
After 3 Years	Annual	\$71,123	\$ 72,190	\$ 73,273	\$ 75,471	75921	76680
	Hrly	36 4733	37.0204	37.5757	38.7030	38.9339	39.3232
After 4 Years	Annual	\$73,910	\$ 75,019	\$ 76,144	\$ 78,428	78902	79691
	Hrly	37 9026	38.4711	39.0482	40.2196	40.4626	40.8672
After 5 Years	Annual	\$76,822	\$ 77,974	\$ 79,144	\$ 81,518	82016	82836
	Hrly	39.3959	39.9868	40.5866	41.8042	42.0596	42 4802
after 25 Years						84886	85735
						43.5314	43 9667

Physio Assistant with or without PCW Course		2020-10-31	2020-11-1	2021-11-1	2022-11-1	2023-10-31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$38,031	\$ 38,601	\$ 39,180	\$ 40,356	\$ 40,558
	Hrly	19.5031	19.7956	20.0926	20.6953	20.7988
Start	Annual	\$38,680	\$ 39,260	\$ 39,849	\$ 41,045	\$ 41,250
	Hrly	19.8359	20.1334	20.4354	21.0485	21.1537
After 1 Year	Annual	\$39,470	\$ 40,062	\$ 40,663	\$ 41,883	\$ 42,092
	Hrly	20.2410	20.5446	20.8528	21.4784	21.5858
After 2 Years	Annual	\$40,275	\$ 40,879	\$ 41,492	\$ 42,737	\$ 42,951
	Hrly	20.6538	20.9637	21.2781	21.9165	22.0260
After 3 Years	Annual	\$41,094	\$ 41,710	\$ 42,336	\$ 43,606	\$ 43,824
	Hrly	21.0738	21.3900	21.7108	22.3621	22.4739
After 4 Years	Annual	\$41,933	\$ 42,562	\$ 43,200	\$ 44,496	\$ 44,719
	Hrly	21.5041	21.8267	22.1541	22.8187	22.9328

Physio Assistant with diploma or degree		2020-10-31	2020-11-1	2021-11-1	2022-11-1	2023-10-31
		0.50%	1.50%	1.50%	3.00%	0.50%
Probationary Rate	Annual	\$41,263	\$ 41,882	\$ 42,510	\$ 43,785	\$ 44,004
	Hrly	21.1605	21.4779	21.8001	22.4541	22.5664
Start	Annual	\$41,965	\$ 42,594	\$ 43,233	\$ 44,530	\$ 44,753
	Hrly	21.5205	21.8433	22.1710	22.8361	22.9503
After 1 Year	Annual	\$43,185	\$ 43,833	\$ 44,490	\$ 45,825	\$ 46,054
	Hrly	22.1462	22.4783	22.8155	23.5000	23.6175
After 2 Years	Annual	\$44,490	\$ 45,157	\$ 45,835	\$ 47,210	\$ 47,446
	Hrly	22.8154	23.1576	23.5050	24.2101	24.3312
After 3 Years	Annual	\$46,014	\$ 46,704	\$ 47,405	\$ 48,827	\$ 49,071
	Hrly	23.5969	23.9509	24.3101	25.0394	25.1646
After 4 Years	Annual	\$47,884	\$ 48,602	\$ 49,331	\$ 50,811	\$ 51,065
	Hrly	24.5559	24.9242	25.2981	26.0570	26.1873

All hourly rates are based on 1950 hours.

For greater clarity, part-time employees will receive the same hourly rate as full-time employees based on hours worked.

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.

The annual salary for the Physiotherapist and Occupational Therapist from the start to After 5 years will be adjusted to match the Health Authority annual salary effective date of ratification.

APPENDIX "B" -Casual Employees

CASUAL EMPLOYEES- TERMS OF INCLUSION

WAGES & BENEFITS

Section 1: In lieu of the benefits provided to employees under the Collective Agreement, casual employees shall be compensated with a supplementary payment equal to six percent (6%) of their earnings in each bi-weekly pay period. This payment will represent four percent (4%) for vacation and two percent (2%) for all other benefits.

GROUP BENEFITS

Section 2:

- (a) Casual employees shall be entitled to participate in the Group Life, Group Health and/or Pension Plan in accordance with the eligibility provisions of the respective benefit plans.
- (b) The Employer agrees to participate in the fifty percent (50%) cost sharing of the respective benefits as provided to regular employees under the Collective Agreement but only for those casual employees agreeing to pay their respective share while participating in the Group Life, Group Health and/or Pension Plan

SCHEDULING

Section 3:

- (a) Casual employees may be assigned to work without advance notice and there shall be no financial penalty on the Employer. Casual employees may also have shifts cancelled with two (2) hours advance notice and there shall be no financial penalty on the Employer. In the event less notice is given for a cancelled shift, the casual employee shall be provided with work or be paid for four (4) hours for the cancelled shift.
- (b) The assignment of casual employees for available shifts shall be on the basis of availability and assigned at the Employer's discretion. Such shifts shall be distributed as equitably as possible.

AVAILABILITY

Section 4:

- (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts. This shall be done three (3) weeks prior to the schedule being posted.
- (b) Casual employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.
- (c) Where the availability status of a casual employee changes from that previously accepted by the Employer, the casual employee must indicate the extent of the change in availability in writing to the Employer. Such changes require the approval of the Employer. Such approval shall not be unreasonably denied.
- (d) Casual employees must be available for at least one (1) weekend a month. Casual employees must be available for all shifts.

CASUAL SENIORITY

Section 5:

- (a) A record as to the hours worked by a casual employee shall be maintained by the Employer and be made available to the Union. This record shall constitute the casual seniority list, updated at six (6) months in January and July. Seniority for each six (6) month period shall remain unchanged except for the purpose of filling permanent positions.
- (b) The Employer shall refer to the number of hours worked as the determining factor where two or more casual employees are, deemed equal in skills, abilities and qualifications for appointments to temporary vacancies or regular vacancies. In such case the casual employees with the greater casual seniority will be given preference.
- (c) Casual seniority shall only apply to the casual employee in accordance with the terms of Section 5(b).

DATE OF EMPLOYMENT

Section 6:

- (a) Should a casual employee become a regular employee, the date of employment shall be the date of appointment to the regular position plus all hours worked as listed in Section 5(a) of this Appendix divided by 1950 hours.
- (b) In the event that a casual employee does not work forty (40) hours in a calendar quarter, excluding approved periods of unavailability or other mitigating circumstances, such employee will be dropped from the payroll and cease to be an employee.

COLLECTIVE AGREEMENT APPLICATION

Section 7: The provisions of the Collective Agreement apply to the casual employees except for the following provisions. Such provisions are indicated in the body of the Agreement with an asterisk (*).

5.02, 5.03, 5.06, 5.07

14.01, 14.02, 14.03, 14.04, 14.05

15.07c

16.01, 16.02, 16.03, 16.04, 16.05, 16.06

17.03, 17.05, 17.07, 17.08, 17.12

19.01, 19.02, 19.03, 19.04, 19.06, 19.07, 19.08, 19.09, 19.10

20.01, 20.02, 20.03, 20.04, 20.06, 20.07, 20.08, 20.10, 20.11

22.01, 22.02, 22.03, 22.04, 22.05, 22.06, 22.07, 22.08, 22.09

24.01, 24.02, 24.03, 24.04, 24.05, 24.06

25.04

27.01

Schedule A- Vacation Options

Provincial 2013 Table

- Dental Benefits
- Appendix 1 -Dental Plan
- MOA Dental Plan

LOU – Long Term Care Assistant

APPENDIX "C"- 12 Hour Shifts

Letter of Understanding Modified Work Weeks (E.G. 12 Hour Shift)

- (a) Where employees in a unit or department have indicated a desire to work a modified work week, the Employer may authorize experiments with a modified work schedule, providing operational requirements permit and the provision of services are not adversely affected and the costs of implementing or operating such schedule do not exceed normal operating expenditures.
- (b) In the event a modified work week:
 - (a) does not result in the provision of satisfactory service to residents and the public;
 - (b) incurs an increase in costs to the Employer;
 - (c) is operational impractical for other reasons.

The Employer may require a return to regular times of work, in which case the employees shall be provided with sixty (60) calendar days notice of such change.

- (c) Each twelve (12) hour shift will have forty-five (45) minutes of unpaid lunch breaks and forty-five (45) minutes of paid break time. The distribution of breaks and lunch times can be arranged with mutual agreement provided operation requirements permit

The total paid time for twelve (12) hours shifts is 11.25 hours.

e.g. One (1) twelve (12) hour shift for sick leave = 1.5 sick days.

One (1) twelve (12) hours shift for vacations= 1.5 vacation days. Any scheduled twelve (12) hour shift missed due to any paid or unpaid absence (such as statutory holidays) leaves as per Article 20 and any such time will be considered as 1.5 days.

The Employer agrees to review and implement any twelve (12) hours shift schedule provided by CUPE Local 1259 that meets the above criteria. This twelve (12) hour shift schedule must have two-thirds (2/3) majority of the affected employees to agree with this schedule. This schedule shall not involve an extra cost to the Employer. The schedule shall revert back to a seven and one half (7 1/2) hour schedule if fifty percent (50%) plus one (1) of the affected employees agree. The twelve (12) hour shift schedule will be given a four (4) month trial before a vote to revert back to seven and one-half (7 1/2) hour shift schedule can be taken.

- (d) The schedule will have a variety of 12 hour and 8 hour shifts.
- (e) Overtime
 - 1) All time worked in excess of a twelve (12) hour shift per day will be considered as overtime, i.e. time in excess of eleven and one-half (11 1/2) hours worked.
 - 2) .f there are eight (8) hour shifts in the schedule, then time worked in excess of seven and one-half (7 1/2) hours in that shift will be considered as overtime.

- 3) All employees time worked in excess of seventy-five (75) hours bi-weekly during the regularly scheduled bi-weekly period will be considered overtime
- (f) The Employer proposes an eight (8) month smoothing trial with evaluation after six (6) months, to test the feasibility of implementing such a manner of scheduling at White hills and Admiral
- This would require that the existing schedules for all affected employees be revised, and additional staff hired to fill the void. To be successful, a trial must show that such a scheduling arrangement is supportable, that any administrative workload is manageable, and that there is no additional cost to the Employer.

APPENDIX "D" - Application for Temp Vacancy
Application/Availability for Temporary Vacancy

_____ , wish to apply for the temporary position posted _____

I wish to be considered for any temporary positions, which may become available as a result of the original temporary posting.

Yes _____ No _____

if any positions become available in the _____ Department as a result of the posting of the temporary position, I wish to be considered

Employees appointment to any of the temporary positions which may become available as a result of the temporary job posting will be awarded the position subject to applicable provisions of Article 15 of the Collective Agreement

APPENDIX "E" — 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 1 of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

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

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

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

This is defined as a course in a nursing specialty for which there is a required evaluation component to "pass." These points can only be claimed in the year the course is taken.

For those courses that require re-certification 5 points for subsequent years while the course certification remains valid.

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

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

If the course is a minimum of 3.5 hours in duration the LPN will receive **10** points. If the course is a minimum of 7.5 hours in duration the LPN will receive 15 points.

C. 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.

A. 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.

B. 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 it is a general Employee expectation, the points cannot be claimed.


Letter of Understanding- Casual Holiday Pay


Between: Admiral or Whitehills Long Term Care Centre
And: Canadian Union of Public Employees, Local 1259
Re: Casual Holiday Pay

A casual employee who works on a holiday (See list 19.01) shall be paid at the rate of time and one half (1 A) for the hours so worked. A casual employee however, is not entitled to an additional day. This benefit is included in the 2 percent (2%) benefit paid to all casual employees under Appendix B


Signed this 10th day of October 2023

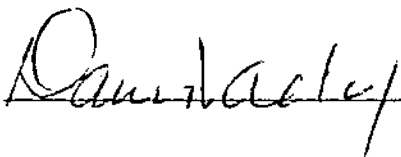
For the Employer





For the Union





LOU- Crossover Between Departments
Crossover Between Departments

Between: Admiral or Whitehills Long Term Care Centre
And: Canadian Union of Public Employees, Local 1259
Re: Crossover Between Departments

Where an employee expresses an interest to work in another department, they shall notify their immediate supervisor in writing of their desire to work. The employee must be qualified and able to perform the work available. The orientation for crossover shall be on a voluntary basis

The crossover employee will only be asked to work after all available employees in the designated department have been given the opportunity to work the available shift(s)

Signed this 10th day of October 2023

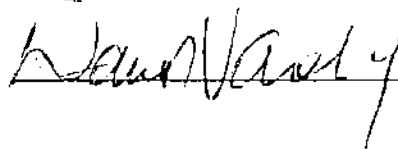
For the Employer

For the Union

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Letter of Understanding -Shortfall in Paycheck
Shortfall in Paycheck

Between: Admiral or Whitehills Long Term Care Centre

And: Canadian Union of Public Employees, Local 1259

Re: Shortfall in Paycheck

Should a shortfall occur in any employee's paycheck that is a result of a calculation error (that is of seven and one-half (7 1/2) hours or more), the money shall be paid no later than the end of the next banking day. Shortfalls that occur as a result of not signing in shall be paid the next pay period.

Signed this 10th day of October 2023

For the Employer

Dore

Jana Doreau

For the Union

Phil Saint

Dawn Vandif

Letter of Understanding - Parking
Parking

Between: Admiral or Whiteh I s Long Term Care Centre

And: Canadian Union of Public Employees Local 1259

Re: Parking

The home will provide parking on a first come first service basis for staff, and it shall continue to be at no charge to the employee.

Signed this 10th day of October 2023

For the Employer

Dore

Sara Wilson

For the Union

PHC Scott

Sam Varney

Letter of Understanding - Graduate Practical Nurse
Graduate Practical Nurse

Between: Admiral or Whitehills Long Term Care Centre

And: Canadian Union of Public Employees Local 1259

Re: Graduate Practical Nurse wage

If the employer hires an employee to work as a Graduate Practical Nurse the employer agrees to pay the applicable rate as approved by the Department of Health.

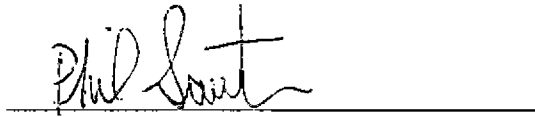
Signed this 10th day of October 2023

For the Employer



Tara Perreault

For the Union



Phil Scott

SCHEDULE 'A' - Vacation Options
*VACATION OPTIONS

Principles- Maximum 1-week pay Minimum Block= time off

Full time and part time employees only

22.01

(c) Earn 3 weeks (15 days) - 2 week (10 days) block+ 1 week (5 days) random
Or
1 week (5 days) or pay

22.01

(d) Earn 4 weeks (20 days) - 2 week (10 days) block+ 2 weeks (10 days) random
Or
1 week (5 days) random+ 1 week (5 days) pay

22.01

(e) Earn 5 weeks (25 days)-2 week (10 days) block+ 2 weeks (10 days) random+ 1 week (5 days) pay

In any of 22.01 (c,d,e) the total time can also be taken as time.

Signed this ^{15th} ~~10th~~ day of October 2023

For the Employer

Dane

Sara Deveau

For the Union

Phil Scott

Dawn Vardol

Letter of Understanding - Committee 8hr shifts Christmas Day

Between: Admiral or Whitehills Long Term Care Centre

And: Canadian Union of Public Employees, Local 1259

Re: Formation of a Committee 8hr shifts Christmas Day

The parties shall form a committee of not more than three (3) union and three (3) employer representatives to discuss and explore options and schedules for allowing eight (8) hour shifts on Christmas Day

Provided the committee unanimously agrees to a solution the Employer shall implement a trial of the schedule commencing December 25 2013

Signed this 10th day of October 2023

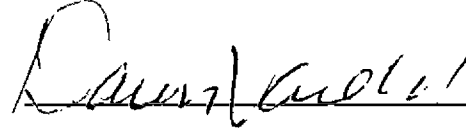
For the Employer

For the Union









Provincia, 2013 Table Appendix

WCB - Cost Sharing of Pension Contributions

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 NSHE 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.

This amendment will take effect date of ratification.

***Dental Benefits**

Dental benefits will be extended to those employees in bargaining units not currently covered by such a plan in accordance with those provisions outlined in Appendix "1". Where applicable, cost share formulas for employees already covered by dental plans will be adjusted, also in accordance with Appendix "1". This common provision is applicable only to CUPE represented bargaining units in the DHW funded nursing home sector.

Appendix 1 - Dental Plan*

Dental benefits and arrangements for the sharing of the costs of premiums will be extended to those employees not currently covered by such a plan in accordance with the following Memorandum. This Memorandum shall be incorporated as part of those collective agreements where dental plan coverage has not been negotiated.

Except for cases where existing cost share arrangements provide for an employer cost share portion of less than that specified in the MOA on the dates specified, all existing arrangements for the provision of dental benefits currently in place under collective agreements in the nursing home sector already negotiated by CUPE shall remain in place and remain unaffected by this Memorandum.

In those cases where the employer cost share is less than that specified in the MOA, the collective agreement will be amended to require the cost share formula in the MOA, as of the dates specified.

Memorandum of Agreement*

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

- 1) Dental benefits will be made available to permanent employees in the bargaining unit effective January 1, 2014.
- 2) Subject to the eligibility requirements of the plan selected by the employer, participation in the plan will be mandatory for all employees, except where satisfactory proof of coverage under a spousal plan is provided. The employer will receive input through the Labour Management committee before making a final decision on plan selection. The intent of this provision is to ensure that the selection of dental plan by any given employer involves one comparable in

benefits offered to the HANS Dental Plan and comparable in cost.

- 3) Upon commencement, premium costs for the plan will be shared on the basis of 50% Employer and 50% Employee.

The following issues have previously been agreed to as part of the lead table process and will be applicable to all CUPE Collective Agreements in the nursing home sector.

- 1. Joint Provincial Committee**

A joint provincial committee will be struck to develop guidelines for how employees should be compensated under the existing language. These guidelines would include instructions for the correct application of the top-up while in receipt of WCB benefits. The guidelines would be used by Employers to correctly apply the WCB language.

- 2. Employee on Ease back or return to work program**

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.

- 3. Required Education**

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

- (b) Any time spent in such training or educational sessions shall be considered time worked but will be paid at the regular hourly rate of the employee.

- (c) If the Employer permits, an employee may bank the hours earned in paragraph (b). Any banked hours shall be taken at a mutually agreed time.

- (d) The employee shall be reimbursed for authorized costs related to registration fees, textbook costs and course fees. Other related costs for travel, lodging and meals will be reimbursed in accordance with the Employer's travel policy.

**LETTER OF UNDERSTANDING – Long-Term Care Assistant
Whitehills and the Admiral
and
CUPE Local 1259**

The Long-Term Care Assistant is a temporary position funded by the Department of Health and Wellness to assist the facility with housekeeping, recreation, screening and some care of the residents such as feeding during the COVID pandemic.

The position will be covered under the collective agreement under the casual clause. The employees will be hired temporary casual but will be scheduled for full-time or part-time hours, based on the funding provided. The employee will start to pay union dues after achieving 450 hours of work.

The position will be open to current employees to apply.
The current rate of pay is **\$16.69/hour**. This rate of pay may increase based on the funding provided by the Department of Health and Wellness for this position.

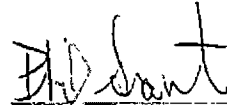
The position will continue as long as the Department of Health and Wellness continues to fund the position. Vacant positions will be posted in house for current employees to apply.

Signed the 10th day of October, 2023.

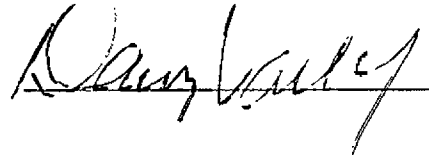
For the Employer

For the Union:









Memorandum of Agreement

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.

Signed the 10th day of October, 2023.

For the Employer:

For the Union

