

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, 2023 - October 31, 2029

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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 goodwill 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) recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- 3) 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) 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 the 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, **Assistant Director of Care**, Staff Development/Quality Assurance, **Nursing Services Manager**, 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 to 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 unreasonably 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 CUPE **National Representative assigned to the bargaining unit and an Employer Representative from GEM Healthcare** 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 will notify the Employer in writing of the identity of the Local Executive, Shop Stewards and the CUPE National Representative assigned to the Local Union, and any changes in those positions, as soon as possible after the change and before the Employer is required to recognize them. The Employer will notify 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.

11.16 With mutual agreement, the parties can apply for mediation with Conciliation and Mediation Services available through the Department of Labour, Skills and Immigration.

ARTICLE 12 - ARBITRATION

- 12.01 When either party requests that a grievance be submitted to arbitration, the request shall be made by **email, with a request acknowledging receipt** 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. **With mutual agreement, the parties can agree to use a 3-person Board of Arbitration. In that case, each party shall name a nominee, and the nominees shall reach agreement on an impartial chairperson.**
- 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 matter(s) in dispute. **The parties can agree in writing to waive the requirement that the arbitrator or arbitration board convene a hearing within thirty (30) days of their appointment/constitution.**
- 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. **The parties can agree in writing to waive the requirement that the arbitrator or arbitration board render a decision within fourteen (14) calendar days from the date the arbitration hearing ends.**
- 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 **they applied to the position**. An up-to-date seniority list shall be sent to the Union and posted on the staff room bulletin board in January and July 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 layoff 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) Employee fails to return to work following an approved leave of absence on the day set out when the leave was granted.

14.05* Transfer and seniority outside bargaining unit

- (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* Definition of Layoff:

A layoff shall be defined as a reduction of the workforce or a reduction in the regular hours of work for a Full-Time or Regular Part-Time Employee.

16.02* Advanced notice of Layoff:

a) Unless legislation is more favorable of the employee, employees shall be given two (2) weeks written notice for lay off. Where such notice is not given, the Employee shall receive pay in lieu of notice equivalent to the regular pay they would have otherwise earned during the notice period.

b) A copy of the layoff notice shall be sent to the Union.

16.03* Layoff Procedure:

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, Employees shall be laid-off in the reverse order of seniority within the classification. An Employee affected by a lay-off in the Employee's classification, may bump any Employee with less seniority in the bargaining unit of the same or lower FTE, provided the Employee exercising this option is qualified of performing the work of the less senior Employee, within the notice period.

16.04* Training:

On-the-Job Training Prior to a non-voluntary layoff occurring, the Employer shall assess each remaining existing Regular vacancy in the Bargaining Unit where it had been previously determined by the Employer that the displaced Employee could not meet the threshold requirements of the vacancy. Where the Employer determines that the displaced Employee could meet the threshold requirements of an existing Regular vacancy if provided with on-the-job training of up to eighty (80) hours (worked) in addition to the usual orientation period, the displaced Employee shall be offered the existing Regular vacancy with a requirement to complete the training.

16.05* Recall:

A laid off Employee shall be notified of the opportunity for recall in the most expeditious manner possible. Upon notice of recall, the laid off Employee must indicate to the Employer within forty-eight (48) hours of the recall notice being issued, the laid off Employee's intention to accept or decline the recall. If the laid off Employee accepts the recall, the laid off Employee must be available to return to the Employer within two (2) weeks of the notice of recall. If the laid off Employee rejects the opportunity for recall into a position, which has at least the same number of hours as their pre-laid off position, the laid off Employee's recall period shall end.

Recall to Less Hours

An Employee who accepts recall into a position outside of their original classification or which has less hours than their pre-laid off position, shall continue to have a recall right into their pre-laid off classification and hours for the duration of the 24-month recall period.

Casual Work after Recall

At the end of the recall period, a laid off Employee may apply in writing to continue to work as a Casual Employee.

Working During Recall Period

All laid off Employees shall indicate to the Employer whether or not the Employee is interested in the assignment of casual shifts during the period of recall. If a laid off Employee is interested in the assignment of casual shifts during the period of recall, the Employee may be added as casual during the recall period and this will not affect the Employee's right to recall.

16.06 Grievance on Layoffs and Recall

Grievances concerning layoffs 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 **Staff Schedule Care** 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) **When an employee works sixteen (16) consecutive hours due to mandating or overtime, the Employer will make reasonable efforts to avoid scheduling that employee to return to work for at least twelve (12) hours considering operational requirements, including staffing considerations.**

- (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 (a) 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) Casual 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.
- (b) When offering vacant shifts (including filling sick calls), the Employer can offer a shift of four (4) or six (6) hours if the full shift cannot be filled by employees or otherwise. The parties expressly recognize that this language does not create a four (4)-hour or six (6)-hour shift.**
- 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 \$2.35 per hour.

The shift premium rate shall increase to **four dollars (\$4.00)** 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 \$2.35 per hour.

The weekend premium rate shall increase to **four dollars (\$4.00)** 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 Effective date of signing an LPN with twenty-five (25) years or more of LPN experience 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	National Day for Truth and Reconciliation
Heritage Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Natal Day	2 Floating Holidays
Labour Day	

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 4th 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.
- (b) Immediate family is defined as spouse (wife, husband, common-law, same-sex partner), child, stepchild, ward, sister, brother, parents, step parents, mother-in-law, and father-in-law. 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.
- (c*) 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 (i.e. 37½ 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 (i.e. 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 leave

2- deduct the absent time from accumulated overtime, holiday time or vacation; or

3- 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 Leave

Where an Employee has been employed by the Employer for a period of at least three (3) consecutive months, and the Employee or a dependent child (under the age of 18) of the Employee experiences domestic violence, the Employee is entitled to a leave of absence, in accordance with the *Labour Standards Code*.

For clarity:

i. Such Employee is entitled to ten (10) days leave to attend to matters directly related to the domestic violence. Five (5) of those days are paid leave and five (5) are unpaid leave. The 10 days may be taken continuously or intermittently.

ii. Such Employee is entitled to a continuous unpaid leave of sixteen (16) weeks to attend to matters directly related to the domestic violence, and shall be returned to their regular position at the end of the leave. The Employee will provide as much notice as reasonably possible of their leave.

iii. The Employer will make every reasonable effort to protect the confidentiality of employees experiencing domestic violence.

iv. The Employer may require documentation to justify the purpose of the leave.

Nothing in this clarification note is intended to either expand or limit the rights of employees or the Employer under the leave for victims of domestic violence provisions of the *Labour Standards Code*.

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) years' 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) years' service but less than three (3) years' service as of April 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(f).
 - f) 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 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 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 time. 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 (11¼) hours or one and one-half (1½) days for each of one hundred sixty-two and one-half (162½) 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, 2023 ending October 31, 2029 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, 2023, 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 19th DAY OF August, 2026.

SIGNED ON BEHALF OF:

For the Employer

[Signature]

For the Union

[Signature]
Hancy Ruedel

Appendix "A" - Wages

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 that the same unionized classification employed within the Nova Scotia Health Authority receive a greater general % for economic increase negotiated into the collective agreement (s) Health Authority during the period between November 1, 2025-October 31, 2029, CUPE Local 1259 shall have thirty (30) days from the date of ratification of the other agreement to accept the alternative general % economic increase

Classification Adjustments

Where through collective bargaining, a new classification adjustment for LPNs is negotiated into the collective agreement with a term of November 1, 2023 - October 31, 2029, 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.

Admiral/Whitehills - CUPE Local 1259
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Appendix A Wage Table

APPENDIX "A" WAGES

		Expired Wage	General Economic		General Economic	Additional Step	General Economic	General Economic	General Economic	per hour increase to ensure top scale hrly \$5.3333 BUMP UP	General Economic
		2023-10-31 0.50%	2023-11-1 3.00%	2024-10-31 2.50%	2024-11-1 2.00%	2025-10-31 2.50%	2025-11-1 2.00%	2026-11-1 2.00%	2027-11-1 1.50%		2028-11-1 1.50%
PCW I (without course)											
Start	Annual Hrly	\$ 38,957 19.9779	\$40,126 20.5773	\$41,129 21.0917	\$41,951 21.5136						
After 1 Year	Annual Hrly	\$ 39,741 20.3799	\$40,933 20.9914	\$41,957 21.5162	\$42,796 21.9465						
After 2 Years	Annual Hrly	\$ 40,522 20.7808	\$41,738 21.4039	\$42,781 21.9390	\$43,637 22.3778						
After 3 Years	Annual Hrly	\$ 41,281 21.1696	\$42,519 21.8048	\$43,582 22.3500	\$44,454 22.7970		\$45,343 23.2529	\$46,250 23.7180	\$46,944 24.0737	\$50,378 25.8350	\$51,134 26.2225
After 4 Years	Annual Hrly	\$ 42,063 21.5710	\$43,325 22.2179	\$44,408 22.7733	\$45,296 23.2288		\$46,202 23.6934	\$47,126 24.1673	\$47,833 24.5298	\$51,268 26.2911	\$52,037 26.6854
After 5 Years						\$46,429 23.6095	\$47,357 24.2857	\$48,304 24.7714	\$49,029 25.1430	\$52,463 26.9043	\$53,250 27.3079

		Expired Wage	General Economic		General Economic	Additional Step	General Economic	General Economic	General Economic	per hour increase to ensure top scale hrly \$5.3333 BUMP UP	General Economic
		2023-10-31 0.50%	2023-11-1 3.00%	2024-10-31 2.50%	2024-11-1 2.00%	2025-10-31 2.50%	2025-11-1 2.00%	2026-11-1 2.00%	2027-11-1 1.50%		2028-11-1 1.50%
PCW II/CCA											
Start	Annual Hrly	\$ 46,230 23.7076	\$47,617 24.4188	\$48,807 25.0293	\$49,783 25.5299		\$50,779 26.0405	\$51,794 26.5613	\$52,571 26.9597	\$4,671 28.0364	\$55,491 28.4570
After 1 Year	Annual Hrly	\$ 47,174 24.1917	\$48,589 24.9175	\$49,804 25.5404	\$50,800 26.0512		\$51,816 26.5722	\$52,852 27.1037	\$53,645 27.5102	\$5,745 28.5870	\$56,581 29.0158
After 2 Years	Annual Hrly	\$ 48,137 24.6854	\$49,581 25.4260	\$50,820 26.0616	\$51,837 26.5829		\$52,873 27.1145	\$53,931 27.6568	\$54,740 28.0717	\$6,839 29.1484	\$57,692 29.5856
After 3 Years	Annual Hrly	\$ 49,119 25.1892	\$50,592 25.9449	\$51,857 26.5935	\$52,894 27.1253		\$53,952 27.6679	\$55,031 28.2212	\$55,857 28.6445	\$7,956 29.7213	\$58,826 30.1671
After 4 Years	Annual Hrly	\$ 50,121 25.7030	\$51,625 26.4741	\$52,915 27.1360	\$53,973 27.6787		\$55,053 28.2323	\$56,154 28.7969	\$56,996 29.2289	\$9,096 30.3056	\$59,982 30.7602
After 5 Years						\$55,323 28.3707	\$56,429 28.9381	\$57,558 29.5168	\$58,421 29.9596	\$60,521 31.0363	\$61,429 31.5019

Effective October 31, 2025, the three lowest steps of the Uncertified CCA will be removed. Any Uncertified CCA who was on those steps, will be moved to the former step four (now start).

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Appendix A Wage Table

LPN			Expired Wage	2 Additional Steps	General Economic	General Economic	General Economic	General Economic	General Economic	General Economic
			2023-10-31 0.50%	2023-11-1 2.50%	2023-11-1 3.00%	2024-11-1 2.00%	2025-11-1 2.00%	2026-11-1 2.00%	2027-11-1 1.50%	2028-11-1 1.50%
	Start	Annual Rate	\$ 58,908 30,2091		\$60,675 31,1153	\$61,888 31,7376	\$63,126 32,3724	\$64,389 33,0198	\$65,355 33,5151	\$66,335 34,0179
	After 1 Year	Annual Rate	\$ 60,257 30,9010		\$62,085 31,8281	\$63,306 32,4646	\$64,572 33,1139	\$65,864 33,7762	\$66,852 34,2828	\$67,854 34,7971
	After 2 Years	Annual Rate	\$ 61,559 31,5688		\$63,406 32,5159	\$64,674 33,1662	\$65,968 33,8295	\$67,287 34,5061	\$68,296 35,0237	\$69,321 35,5491
	After 3 Years	Annual Rate	\$ 63,265 32,4438		\$65,163 33,4172	\$66,467 34,0855	\$67,796 34,7672	\$69,152 35,4626	\$70,189 35,9945	\$71,242 36,5344
	After 4 Years	Annual Rate	\$ 64,847 33,2549	\$ 64,847 33,2549	\$66,793 34,2526	\$68,128 34,9376	\$69,491 35,6364	\$70,881 36,3491	\$71,944 36,8944	\$73,023 37,4478
	After 5 Years	Annual Rate	\$ 66,468 34,0863	\$ 66,468 34,0863	\$68,462 35,1089	\$69,832 35,8111	\$71,228 36,5273	\$72,653 37,2578	\$73,743 37,8167	\$74,849 38,3840
LPN 25+ YRS Special Wage Adjustment										
	After 25 years Salary Increment	Annual Rate	\$ 65,480 33,5794	\$ 68,795 35,2793	\$70,859 36,3377	\$72,276 37,0645	\$73,721 37,8058	\$75,196 38,5619	\$76,324 39,1403	\$77,468 39,7274

(3.5% greater than After 5 yrs)

Effective date of signing an LPN with twenty five (25) years or more of LPN experience will receive an additional salary increment of 3.5% greater than the highest rate in effect for their classification.

If a Graduate LPN, as determined by the LPNs licensure with the College of Nurses Nova Scotia, is hired, the Grad LPN will be placed on the Start Rate of pay for the LPN pay scale and will not be eligible for movement on that scale until such time as the LPN has obtained their licensure. The date on which they obtain their license will be considered the start date for the purpose of advancement on the increment scale.

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Appendix A Wage Table

		Expired Wage	General Economic	Special Adjustments	Special Adjustments			Special Adjustments					
					Step Adjustment	General Economic		Step Adjustment	General Economic	General Economic	General Economic	General Economic	
Rec. Assistant (with & without PCW course)		2023-10-31	2023-11-1	2023-11-1	2024-10-31	2024-11-1	2024-11-1	2025-4-1	2025-10-31	2025-11-1	2026-11-1	2027-11-1	2028-11-1
		0.50%	3.00%	2.50%	2.50%	2.00%	2.50%	2.50%	2.50%	2.00%	2.00%	1.50%	1.50%
Probationary	Annual	\$ 40,212	\$41,419	\$42,454		\$43,303	\$44,386	\$45,495		\$46,405	\$47,333	\$48,043	\$48,764
	Hrly	20.6216	21.2403	21.7713		22.2067	22.7619	23.3309		23.7975	24.2735	24.6376	25.0071
Start	Annual	\$ 40,896	\$42,123	\$43,176		\$44,039	\$45,140	\$46,269		\$47,184	\$48,138	\$48,860	\$49,593
	Hrly	20.9722	21.6013	22.1414		22.5842	23.1488	23.7275		24.2021	24.6861	25.0564	25.4323
After 1 Year	Annual	\$ 41,731	\$42,883	\$44,057		\$44,938	\$46,062	\$47,213		\$48,158	\$49,121	\$49,858	\$50,606
	Hrly	21.4004	22.0424	22.5935		23.0453	23.6215	24.2120		24.6962	25.1902	25.5680	25.9515
After 2 Years	Annual	\$ 42,584	\$43,861	\$44,958		\$45,857	\$47,004	\$48,179		\$49,142	\$50,125	\$50,877	\$51,640
	Hrly	21.8379	22.4930	23.0554		23.5165	24.1044	24.7070		25.2011	25.7052	26.0907	26.4821
After 3 Years	Annual	\$ 43,453	\$44,757	\$45,876		\$46,793	\$47,963	\$49,162		\$50,145	\$51,148	\$51,915	\$52,694
	Hrly	22.2836	22.9521	23.5259		23.9965	24.5964	25.2113		25.7155	26.2298	26.6233	27.0226
After 4 Years	Annual	\$ 44,338	\$45,668	\$46,810		\$47,746	\$48,940	\$50,163		\$51,167	\$52,190	\$52,973	\$53,767
	Hrly	22.7375	23.4197	24.0052		24.4853	25.0974	25.7248		26.2393	26.7641	27.1656	27.5731
After 5 Years					\$47,980	\$48,940	\$50,163	\$51,417		\$52,446	\$53,495	\$54,297	\$55,112
					24.6053	25.0974	25.7248	26.3679		26.8953	27.4332	27.8447	28.2824
After 6 Years									\$52,703	\$53,757	\$54,832	\$55,655	\$56,489
									27.0271	27.5677	28.1190	28.5408	28.9689

Effective April 1, 2025 employees who were in the CCA certification or without degree/diploma course will be matched to the wage grid rate for the next higher pay band(degree/diploma) rate.

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		Expired Wage	General Economic	Special Adjustments	BUMP UP to \$21,333 per hour at top scale \$41,600	General Economic	General Economic	General Economic	BUMP UP + \$2,1333 if under \$24,5333 per hour \$2,1333 per annum \$4160 increase	General Economic	per hour increase to ensure top scale hrly \$5,3333	General Economic
		2023-10-31	2023-11-1	2023-11-1	2024-4-1	2024-11-1	2025-11-1	2026-11-1	2027-11-1	2027-11-1	2027-11-1	2028-11-1
Dietary Worker, Environmental Services		0.50%	3.00%	2.50%	BUMP UP	2.00%	2.00%	2.00%	BUMP UP	1.50%	BUMP UP	1.50%
Probationary	Annual Hrly	\$ 38,428 19,7066	\$39,581 20,2978	\$40,570 20,8052	\$40,944 20,9967	\$41,762 21,4167	\$42,598 21,8450	\$43,450 22,2819	\$47,610 24,4152	\$48,324 24,7814	\$48,742 24,9961	\$49,474 25,3711
Regular	Annual Hrly	\$ 39,050 20,0254	\$40,221 20,6262	\$41,227 21,1418	\$41,600 21,3333	\$42,432 21,7600	\$43,281 22,1952	\$44,146 22,6391	\$48,306 24,7724	\$49,031 25,1440	\$49,449 25,3587	\$50,191 25,7391

		Expired Wage	General Economic	Special Adjustments	General Economic	General Economic	General Economic	General Economic	per hour increase to ensure top scale hrly \$5,3333	General Economic
		2023-10-31	2023-11-1	2023-11-1	2024-11-1	2025-11-1	2026-11-1	2027-11-1	2027-11-1	2028-11-1
Cook (non-Journeyman)		0.50%	3.00%	2.50%	2.00%	2.00%	2.00%	1.50%	BUMP UP	1.50%
Probationary	Annual Hrly	\$ 45,958 23,5683	\$47,337 24,2753	\$48,520 24,8822	\$49,491 25,3798	\$50,481 25,8874	\$51,490 26,4052	\$52,262 26,8013	\$56,251 28,8467	\$57,095 29,2794
Regular	Annual Hrly	\$ 46,739 23,9686	\$48,141 24,6876	\$49,344 25,3048	\$50,331 25,8109	\$51,338 26,3272	\$52,365 26,8537	\$53,150 27,2565	\$57,139 29,3019	\$57,996 29,7414

		Expired Wage	General Economic	Special Adjustments	General Economic	General Economic	General Economic	General Economic	per hour increase to ensure top scale hrly \$5,3333	General Economic
		2023-10-31	2023-11-1	2023-11-1	2024-11-1	2025-11-1	2026-11-1	2027-11-1	2027-11-1	2028-11-1
Cook (Journeyman)		0.50%	3.00%	2.50%	2.00%	2.00%	2.00%	1.50%	BUMP UP	1.50%
Probationary	Annual Hrly	\$ 50,225 25,7564	\$51,732 26,5291	\$53,025 27,1923	\$54,085 27,7361	\$55,167 28,2909	\$56,271 28,8567	\$57,115 29,2895	\$60,508 31,0297	\$61,416 31,4951
Regular	Annual Hrly	\$ 51,077 26,1933	\$52,609 26,9791	\$53,925 27,6536	\$55,003 28,2067	\$56,103 28,7708	\$57,225 29,3462	\$58,084 29,7854	\$61,477 31,5266	\$62,399 31,9995

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		Expired Wage	General Economic	Special Adjustments	General Economic	General Economic	General Economic	General Economic	per hour increase to ensure top scale hrly	General Economic
		2023-10-31	2023-11-1	2023-11-1	2024-11-1	2025-11-1	2026-11-1	2027-11-1	\$5.3333 2027-11-1 BUMP UP	2028-11-1
		0.50%	3.00%	2.50%	2.00%	2.00%	2.00%	1.50%		1.50%
Maintenance										
	Probationary	Annual \$ 47,255 Hrly 24.2333	\$48,673 24.9603	\$49,889 25.5843	\$50,887 26.0960	\$51,905 26.6179	\$52,943 27.1503	\$53,737 27.5575	\$57,545 \$29.5102	\$58,408 29.9528
	Regular	Annual \$ 48,057 Hrly 24.6445	\$49,499 25.3839	\$50,736 26.0185	\$51,751 26.5389	\$52,786 27.0696	\$53,841 27.6110	\$54,649 28.0252	\$58,457 \$29.9778	\$59,334 30.4275

		Expired Wage	General Economic	Special Adjustments	Special Adjustments			Special Adjustments					
					Step Adjustment	General Economic	General Economic	Step Adjustment	General Economic	General Economic	General Economic	General Economic	
Physiotherapist		2023-10-31	2023-11-1	2023-11-1	2024-10-31	2024-11-1	2024-11-1	2025-4-1	2025-10-31	2025-11-1	2026-11-1	2027-11-1	2028-11-1
		1.00%	3.00%	2.50%	2.50%	2.00%	2.50%	2.50%	2.50%	2.00%	2.00%	1.50%	1.50%
Start	Annual	65599	\$67,567	\$69,256		\$70,641	\$72,407	\$74,217		\$75,702	\$77,216	\$78,374	\$79,550
	Hrly	33.6406	34.6497	35.5160		36.2263	37.1319	38.0602		38.8215	39.5979	40.1918	40.7947
	After 1 Year	Annual	71019	\$73,160	\$74,978		\$76,478	\$78,390	\$80,350		\$81,957	\$83,596	\$84,850
	Hrly	36.4198	37.5126	38.4504		39.2194	40.1999	41.2049		42.0290	42.8696	43.5126	44.1653
	After 2 Years	Annual	73727	\$75,939	\$77,837		\$79,394	\$81,379	\$83,413		\$85,082	\$86,783	\$88,085
	Hrly	37.8085	38.9430	39.9166		40.7149	41.7328	42.7761		43.6316	44.5042	45.1718	45.8494
	After 3 Years	Annual	76680	\$78,980	\$80,955		\$82,574	\$84,638	\$86,754		\$88,489	\$90,259	\$91,613
	Hrly	39.3232	40.5028	41.5153		42.3456	43.4043	44.4894		45.3792	46.2868	46.9811	47.6858
	After 4 Years	Annual	79691	\$82,082	\$84,134		\$85,816	\$87,962	\$90,161		\$91,964	\$93,803	\$95,210
Hrly	40.8672	42.0932	43.1455		44.0084	45.1086	46.2364		47.1611	48.1043	48.8259	49.5583	
After 5 Years	Annual	82836	\$85,321	\$87,454		\$89,203	\$91,433	\$93,719		\$95,593	\$97,505	\$98,968	
Hrly	42.4802	43.7544	44.8483		45.7452	46.8889	48.0611		49.0223	50.0027	50.7528	\$100,452	
After 6 Years					\$89,640	\$91,433	\$93,719	\$96,062		\$97,983	\$99,943	\$101,442	
					45.9695	46.8889	48.0611	49.2626		50.2479	51.2528	52.0216	\$102,964
After 7 Years									\$98,464	\$100,433	\$102,442	\$103,978	\$105,538
									50.4942	51.5041	52.5341	53.3221	54.1220

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Appendix A Wage Table

		Expired Wage	General Economic	Special Adjustments	Special Adjustments			Special Adjustments					
					Step Adjustment	General Economic		Step Adjustment	General Economic	General Economic	General Economic	General Economic	General Economic
Occupational Therapist		2023-10-31	2023-11-1	2023-11-1	2024-10-31	2024-11-1	2024-11-1	2025-4-1	2025-10-31	2025-11-1	2026-11-1	2027-11-1	2028-11-1
		1.00%	3.00%	2.50%	2.50%	2.00%	2.50%	2.50%	2.50%	2.00%	2.00%	1.50%	1.50%
Start	Annual	65599	\$67,567	\$69,256		\$70,641	\$72,407	\$74,217		\$75,702	\$77,216	\$78,374	\$79,550
	Hourly	33.6406	34.6497	35.5160		36.2263	37.1319	38.0602		38.8215	39.5979	40.1918	40.7947
After 1 Year	Annual	71019	\$73,150	\$74,978		\$76,478	\$78,390	\$80,350		\$81,957	\$83,596	\$84,850	\$86,122
	Hourly	36.4198	37.5126	38.4504		39.2194	40.1999	41.2049		42.0290	42.8696	43.5126	44.1653
After 2 Years	Annual	73727	\$75,939	\$77,837		\$79,394	\$81,379	\$83,413		\$85,082	\$86,783	\$88,085	\$89,406
	Hourly	37.8085	38.9430	39.9166		40.7149	41.7328	42.7761		43.6316	44.5042	45.1718	45.8494
After 3 Years	Annual	76680	\$78,980	\$80,955		\$82,574	\$84,638	\$86,754		\$88,489	\$90,259	\$91,613	\$92,987
	Hourly	39.3232	40.5028	41.5153		42.3456	43.4043	44.4894		45.3792	46.2868	46.9811	47.6858
After 4 Years	Annual	79691	\$82,082	\$84,134		\$85,816	\$87,962	\$90,161		\$91,964	\$93,803	\$95,210	\$96,639
	Hourly	40.8672	42.0932	43.1455		44.0084	45.1086	46.2364		47.1611	48.1043	48.8259	49.5583
After 5 Years	Annual	82836	\$85,321	\$87,454		\$89,203	\$91,433	\$93,719		\$95,593	\$97,505	\$98,968	\$100,452
	Hourly	42.4802	43.7544	44.8483		45.7452	46.8889	48.0611		49.0223	50.0027	50.7528	51.5141
After 6 Years					\$89,640	\$91,433	\$93,719	\$96,062		\$97,983	\$99,943	\$101,442	\$102,964
					45.9695	46.8889	48.0611	49.2626		50.2479	51.2528	52.0216	52.8019
After 7 Years									\$98,464	\$100,433	\$102,442	\$103,978	\$105,538
									50.4942	51.5041	52.5341	53.3221	54.1220

Admiral/Whitehills - CUPE Local 1259
Nov 1 2023 to Nov 1 2028 Collective Agreement Extension
Appendix A Wage Table

		General Economic	Special Adjustments	BUMP UP to \$21.3333 per hour at top scale \$41,600	General Economic	General Economic	General Economic	BUMP UP + \$2.1333 if under \$24.5333 per hour \$2.1333 per annum \$4160 increase	General Economic	per hour increase to ensure top scale hrly \$5.3333	General Economic
LTCA		2023-11-1 3.00%	2023-11-1 2.50%	2024-4-1 BUMP UP	2024-11-1 2.00%	2025-11-1 2.00%	2026-11-1 2.00%	2027-11-1 BUMP UP	2027-11-1 1.50%	2027-11-1 BUMP UP	2028-11-1 1.50%
Probationary	Annual Hrly	\$39,581 20,2978	\$40,570 20,2978	\$40,944 20,9957	\$41,762 21,4157	\$42,598 21,8450	\$43,450 22,2819	\$47,610 24,4152	\$48,324 24,7814	\$48,742 24,9961	\$49,474 25,3711
Regular	Annual Hrly	\$40,221 20,6262	\$41,227 21,1418	\$41,600 21,3333	\$42,432 21,7600	\$43,281 22,1952	\$44,146 22,5391	\$48,306 24,7724	\$49,031 25,1440	\$49,449 25,3587	\$50,191 25,7391

Once a union classification, the LTCA is matched to the rate for the Dietary/Environmental classification...

Admiral/Whitehills - CUPE Local 1259
Nov 1 2023 to Nov 1 2028 Collective Agreement Extension
Appendix A Wage Table

		General Economic		Special Adjustments	Special Adjustments	General Economic		Special Adjustments	Special Adjustments	General Economic		General Economic	General Economic	
					Step Adjustment			Step Adjustment		General Economic	Wage Adjustment	General Economic	General Economic	
											Matched Wage to PTA w/degree			
Physio Assistant with or without PCW Course		2023-10-31 0.50%	2023-11-1 3.00%	2023-11-1 2.50%	2024-10-31 2.50%	2024-11-1 2.00%	2024-11-1 2.50%	2025-4-1 2.50%	2025-10-31 2.50%	2025-11-1 2.00%	2026-4-1 2.00%	2026-11-1 2.00%	2027-11-1 1.50%	2028-11-1 1.50%
Probationary Rate	Annual \$	40,558	\$41,774	\$42,819		\$43,675	\$44,767	\$45,886		\$46,804	\$50,781	\$51,797	\$52,574	\$53,363
	Hourly	20,798.8	21,422.8	21,958.3		22,397.5	22,957.4	23,531.4		24,002.0	26,041.8	26,562.6	26,961.1	27,365.5
Start	Annual \$	41,250	\$42,487	\$43,549		\$44,420	\$45,531	\$46,669		\$47,603	\$51,645	\$52,678	\$53,468	\$54,271
	Hourly	21,153.7	21,788.4	22,333.1		22,779.7	23,349.2	23,932.9		24,411.6	26,484.8	27,014.5	27,419.7	27,831.0
After 1 Year	Annual \$	42,092	\$43,355	\$44,439		\$45,328	\$46,461	\$47,622		\$48,575	\$53,147	\$54,210	\$55,023	\$55,848
	Hourly	21,585.8	22,233.4	22,789.2		23,245.0	23,826.1	24,421.8		24,910.2	27,254.8	27,799.9	28,216.9	28,640.1
After 2 Years	Annual \$	42,951	\$44,239	\$45,345		\$46,252	\$47,408	\$48,594		\$49,566	\$54,753	\$55,848	\$56,686	\$57,536
	Hourly	22,026.0	22,686.8	23,254.0		23,719.1	24,312.0	24,919.8		25,418.2	28,078.4	28,640.0	29,069.6	29,505.6
After 3 Years	Annual \$	43,824	\$45,139	\$46,267		\$47,193	\$48,373	\$49,582		\$50,573	\$56,828	\$57,761	\$58,627	\$59,507
	Hourly	22,473.9	23,148.2	23,726.9		24,201.4	24,806.4	25,426.6		25,935.1	29,040.2	29,621.0	30,065.3	30,516.3
After 4 Years	Annual \$	44,719	\$46,060	\$47,212		\$48,156	\$49,360	\$50,594		\$51,806	\$58,930	\$60,108	\$61,010	\$61,925
	Hourly	22,932.8	23,620.8	24,211.3		24,685.5	25,312.9	25,945.7		26,464.6	30,220.4	30,824.8	31,287.2	31,756.5
After 5 Years					\$48,392	\$49,360	\$50,594	\$51,859		\$52,896	\$60,403	\$61,611	\$62,535	\$63,473
					24,816.6	25,312.9	25,945.7	26,594.4		27,126.2	30,975.9	31,595.4	32,069.4	32,550.4
After 6 Years									\$53,155	\$54,219	\$61,913	\$63,151	\$64,099	\$65,060
									27,259.2	27,804.4	31,750.3	32,385.3	32,871.1	33,364.2

Effective April 1, 2026 employees who were in the CCA certification or without degree/diploma course will be matched to the wage rate for the next higher pay band (degree/diploma) rate.

Admiral/Whitehills - CUPE Local 1259
Nov 1 2023 to Nov 1 2028 Collective Agreement Extension
Appendix A Wage Table

				Special Adjustments		Special Adjustments				Special Adjustments					
				General Economic		Step Adjustment	General Economic	Step Adjustment	General Economic	General Economic	General Economic	General Economic			
				2023-10-31 0.50%	2023-11-1 3.00%	2023-11-1 2.50%	2024-10-31 2.50%	2024-11-1 2.00%	2024-11-1 2.50%	2025-4-1 2.50%	2025-10-31 2.50%	2025-11-1 2.00%	2026-11-1 2.00%	2027-11-1 1.50%	2028-11-1 1.50%
Physio Assistant with diploma or degree	Probationary	Annual Hrly	\$ 44,004 22.5664	\$45,325 23.2434	\$46,458 23.8244		\$47,387 24.3009	\$48,571 24.9084	\$49,786 25.5312			\$50,781 26.0418	\$51,797 26.5626	\$52,574 26.9611	\$53,363 27.3655
	Start	Annual Hrly	\$ 44,753 22.9503	\$46,096 23.6388	\$47,248 24.2298		\$48,193 24.7144	\$49,398 25.3322	\$50,633 25.9655			\$51,645 26.4848	\$52,678 27.0145	\$53,468 27.4197	\$54,271 27.8310
	After 1 Year	Annual Hrly	\$ 46,054 23.6175	\$47,436 24.3260	\$48,622 24.9342		\$49,594 25.4328	\$50,834 26.0687	\$52,105 26.7204			\$53,147 27.2548	\$54,210 27.7999	\$55,023 28.2169	\$55,848 28.6401
	After 2 Years	Annual Hrly	\$ 47,446 24.3312	\$48,869 25.0611	\$50,091 25.6876		\$51,093 26.2014	\$52,370 26.8564	\$53,679 27.5278			\$54,753 28.0784	\$55,848 28.6400	\$56,686 29.0696	\$57,536 29.5056
	After 3 Years	Annual Hrly	\$ 49,071 25.1646	\$50,543 25.9196	\$51,807 26.5676		\$52,843 27.0989	\$54,164 27.7764	\$55,518 28.4708			\$56,628 29.0402	\$57,761 29.6210	\$58,627 30.0653	\$59,507 30.5163
	After 4 Years	Annual Hrly	\$ 51,065 26.1873	\$52,597 26.9729	\$53,912 27.6473		\$54,990 28.2002	\$56,365 28.9052	\$57,774 29.6279			\$58,930 30.2204	\$60,108 30.8248	\$61,010 31.2872	\$61,925 31.7565
	After 5 Years						\$55,260 28.3385	\$56,365 28.9052	\$57,774 29.6279	\$59,219 30.3685		\$60,403 30.9759	\$61,611 31.5954	\$62,535 32.0694	\$63,473 32.5504
	After 6 Years										\$60,699 31.1278	\$61,913 31.7503	\$63,151 32.3853	\$64,099 32.8711	\$65,060 33.3642

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) hour 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.

- (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 ($11\frac{1}{2}$) hours worked.
 - 2) If there are eight (8) hour shifts in the schedule, then time worked in excess of seven and one-half ($7\frac{1}{2}$) 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.

Appendix "D" - Application For Temp Vacancy

Application/Availability for Temporary Vacancy

I, _____, 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 and Leadership Premium

Entitlement to LPN Leadership premiums may be submitted the first May 1st following the signing of the collective agreement and every year thereafter in accordance with the timelines below.

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

To be eligible for a premium for a twelve (12) month period an LPN must earn seventy (70) points for Practice and **sixty (60) points for the Nursing Leadership** by participating in Employer approved activities.

This premium shall be paid in full in a lump sum 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. The premium shall be effective following proof for the twelve (12) month period from April 1 to the following March 31.

This premium shall be prorated for Part-time LPNs and Casual (if Casual are in the bargaining unit – language may vary by Facility) 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 may qualify for either or both of the Nursing Practice and Nursing Leadership Premiums.**

An LPN who qualifies for the premium shall be paid an annual supplement of \$850.

Entitlement to LPN Leadership premiums may be submitted the first May 1st following the signing of the collective agreement and every year thereafter in accordance with the timelines below.

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 the LPN works or may choose to take voluntarily regardless of the location or service the LPN works. Orientation education DOES NOT qualify towards this premium.

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

Practice premiums are intended to recognize the additional "value added" education the LPN is either required to take because of the location or service in which they work or may choose

to take voluntarily regardless of the location or service they work. Orientation education DOES NOT qualify towards this premium.

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

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

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

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

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

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

F. E-LEARNING (5 POINTS)

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

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

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

NURSING LEADERSHIP PREMIUM - GROUP C

(For illustrative Purposes)

CATEGORIES:

A. Committee/Task Force Involvement (for Hospital, District, Province, Union, Professional Organization or Association, Agency)

- Chair of a committee/task force that meets 9-12 times per year (20 points)
- Member of a committee/task force that meets 9-12 times per year (15 points)
- Chair of a committee/task force that meets 4-6 times per year (15 points)
- Member of a committee/task force that meets 4-6 times per year (10 points)
- Chair of a committee/task force that meets 1-3 times per year (10 points)
- Member of a committee/task force that meets 1-3 times per year (5 points)
- Telehealth Coordinator

B. Professional Association Involvement

- Maintains an active membership in a Professional Association Special Interest Group (eg Canadian Association of Gerontological Nurses; Canadian Association of Occupational Health Nurses, Canadian Hospital Infection Control Association etc)
- Holds office in a professional nursing organization or special interest: with subheadings for National, Provincial or Local level and further subdivided to recognize if you are President vs a Member of the Executive.

	President	Executive	Member
National	25 points	20 points	10 points
Provincial/Local	20 points	15 points	10 points

C. Publications/Presentations

- Publication in a peer-reviewed professional journal or textbook (25 points)
- Publication in a non-peer-reviewed journal (eg. hospital newsletter, local paper or publication) (10 points)
- Speaker at a National Conference (25 points)
- Speaker at a Provincial Conference (20 points)
- Speaker at a Local Conference (20 points)
- Speaker at a facility-based inservice session (10 points)
- Poster Board Presenter at a National Conference (20 points)
- Poster Board Presenter at a Provincial Conference (15 points)
- Poster Board Presenter at a Local Conference (15 Points)
- Poster Board Presenter at a facility-based Conference (10 points)

D. Research

- Primary Investigator as part of a multi-site study (25 points)
- Co-Investigator as part of a multi-site study (20 points)
- Primary Investigator of a *facility/unit* based research study (15 points)
- Co-Investigator of a *facility/unit* based research study (10 points)
- Develops a unit specific research proposal (5 points)
- Conducts a literature review as part of a research study (5 points)

E. Education

- Enrolled in Degree Program (minimally taking 2 courses per year) (15 points)
- Instructor-Level Status for designated courses (e.g. BCLS, PIECES, ARDCC, etc) (10 points)

F. Unit Resource/Skill/Content Expert Person

- Provides support/expertise/oversight for education, skills and information needed by colleagues (eg. is a content expert for implementation of medication reconciliation project, elder-friendly, Resident-centred care, Wound and Palliative Care) (20 points)

G. Accepts Additional Leadership Responsibilities

- Project lead for new product evaluation (10 points)
- Researches/benchmarks new procedures (5 points)
- Develops/revises a new policy or procedure (5 points)
- Instructs a designated course at least once per year (10 points)

H. Special Projects

- Involved in a planned endeavour designed and implemented to address a resident, nursing, facility or community health care concern or need. (eg. QI project to improve resident outcomes) (10 – 20 points depending on scope of project).

Signed this 19th day of August, 2026.

For the Employer

Dave

MSmith

For the Union

[Signature]

Nancy Wheeler

Letter Of Understanding #1- 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 (1½) 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 the 19th day of August, 2026.

For the Employer

Dave
Mr. Smith

For the Union

Chris Vandy
Nancy Ruedel

Letter Of Understanding #2 - 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 the 19th day of August, 2026.

For the Employer

Dere
MBull

For the Union

Kearney
Nancy Ruedel

Letter Of Understanding #3 - 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 (7½) 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 the 19th day of August, 2026.

For the Employer

Dore

M. Bunt

For the Union

Dawn Vane

Nancy Ruedel

Letter Of Understanding #4 - Parking

Between: Admiral or Whitehills 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 the 10th day of August, 2026.

For the Employer

Dore

M. Bennett

For the Union

Donna

Mary Ruedel

Letter Of Understanding #5 - 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 the 19th day of August, 2026.

For the Employer

Dane
M. Burt

For the Union

Grandancy
Manay Ruedee

SCHEDULE 'A' - 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), or (e) the total time can also be taken as time.

SIGNED the 19th day of August, 2026.

For the Employer

Dave

MBuch

For the Union

Kandauy

Nancy Rhedee

PROVINCIAL 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.

MOA #1- Diversity, Equity And Inclusion In The Workplace Committee

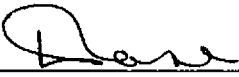
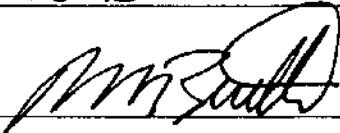
In order to help achieve the goals of diversity, equity and inclusion in the workplace:

- (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.

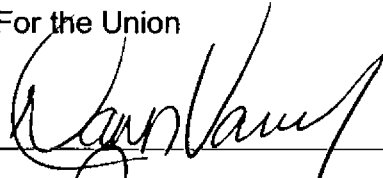
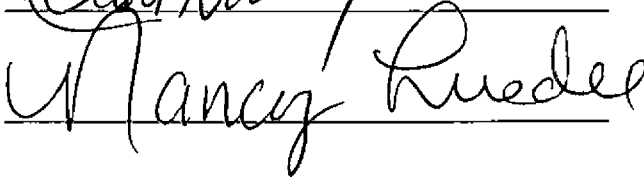
The Committee is advisory in nature and does not have the authority to bind an Employer or Union.

SIGNED this 19th day of August 2026.

For the Employer

For the Union

MOA #2– Automatic Wage Adjustment MOA (“Me too”) Unmatched Classifications

For the purposes of general economic increase automatic adjustments (“me too”), the parties agree that every classification in long-term care will be deemed to be in one of the NSH bargaining units.

If the parties determine that the equivalent classification is not in the bargaining unit, they will meet to review the classification and determine the most appropriate placement.

Similarly for the purposes of classification adjustment automatic adjustments (“me too”), if the equivalent unionized classification does not exist at the NSH, the parties will meet to review the classification and determine the closest comparator. The unmatched classification will then be entitled to the classification adjustment for the closest comparator.

If the parties are unable to determine the appropriate bargaining unit or the appropriate comparator for an unmatched classification, the matter can be referred to an Arbitrator for determination. The parties may also agree to mediation to assist in resolution. The cost of arbitration will be shared equally between the parties.

Whereas the parties recognize that LTCAs are unique to long-term care, the parties agree that for the purposes of general economic increases, the classification will be considered to be in the Support bargaining unit and for the purposes of classification adjustments, the adjustments will be based on the Health Care Aide classification.

Signed this 19th day of August, 2026.

For the Employer

Dene
M. Smith

For the Union

Charles
Nancy Wheeler

MOA #3- LPN TRANSITION

Re: LPN Transition to New Steps and 25 Year Rate Eligibility

BETWEEN

ADMIRAL LONG TERM CARE CENTRE LIMITED

OR

WHITEHILLS LONG TERM CARE CENTRE LIMITED

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 1259

Any LPN who has additional years/hours to be recognized for placement on the increment scale in after year/hours 4 or after year/hours 5 or in accordance with the above amended criteria for eligibility for the 25 year rate will have 30 days from the date of ratification to provide the Employer any additional information necessary to appropriately place the LPN.

Signed this 19th day of August, 2026.

For the Employer

Dene
MB Smith

For the Union

Nancy
Nancy Luedel

MOA #4 – CCA STUDENT MENTORSHIP

CCA Student Mentorship

The Parties recognize and acknowledge the role of a CCA in acting as a Mentor to support education and development of students in the CCA program:

- a) “Student Mentor” shall mean a CCA who is assigned to supervise, educate, and evaluate Students in a recognized CCA program in a formal relationship for a pre-determined length of time. A CCA acting as a Student Mentor has an assigned responsibility and accountability for the activities and overall learning of the Student.
- b) CCA Student Mentors will be informed in writing of their responsibilities in relation to these Students and will be provided with appropriate training as determined by the Employer.
- c) Any relevant information that is provided to the Employer by the educational institution with respect to skill level of Student will be made available to the CCAs mentoring the Student.
- d) A CCA who is interested in acting as a Student Mentor will identify their interest to the Employer and may be approved by the Employer. However, depending on need, a CCA who is not currently a Student Mentor may be assigned Mentorship duties when required.
- e) A CCA accepted by the Employer as a Student Mentor may be removed by the Employer if the CCA is not capable of performing mentorship duties. The Employer may permit a CCA to opt out of a mentorship assignment if it is determined that the relationship is not beneficial to both parties.
- f) The Employer will endeavor to provide Student Mentorship training to interested CCAs who will be acting as Student Mentors. Training will be scheduled subject to operational requirements and without loss of pay to the CCA. Those CCAs accepted to act as a Student Mentor shall be given first consideration for such training if needed.
- g) A CCA designated as a Student Mentor will be paid a premium of \$1.50 for each hour worked with a Student as a Student Mentor.

Signed this 19th day of August, 2026.

For the Employer

Dave
M. Bennett

For the Union

Randy
Nancy Rueder