

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF DIRECTORS OF THE
KINGS REGIONAL REHABILITATION CENTRE**

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1472

Term of the Agreement:

April 1, 2015 to March 31, 2021

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THIS AGREEMENT made and entered into this / day of *July* A.D. 2020

BETWEEN:

THE BOARD OF DIRECTORS OF THE KINGS REGIONAL REHABILITATION CENTRE managing a centre at Waterville in the County of Kings, Province of Nova Scotia, hereinafter referred to as the "Employer",

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 1472, affiliated with the C.L.C., hereinafter referred to as the "Union".

PARTY OF THE SECOND PART

PREAMBLE

WHEREAS, the primary purpose and concern of the Employer is service to the client rendered directly through the medical and nursing staffs and indirectly through its auxiliary corps, which comprises all the other workers in the centre including employees and management;

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

It is the purpose of both parties to the Agreement:

- 1) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- 2) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- 3) to encourage efficiency in operation.
- 4) to promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and, all matters pertaining to the working conditions of the employees be drawn up in a collective agreement.

NOW THIS AGREEMENT WITNESSETH**ARTICLE 1 - RECOGNITION**

1.01 The Employer agrees to recognize Local Union 1472, Canadian Union of Public Employees, as the sole and exclusive bargaining agent, for all employees in the bargaining unit as per the Labour Relations Board certification orders 1887, 2464, 2515 and 3042.

Cases of dispute as to whether a classification should be in the bargaining unit, will be referred to the Labour Relations Board.

1.02 The Union recognizes and acknowledges that, subject to the terms of this Agreement, the Employer retains all the rights, functions and responsibilities vested in it as manager of the Kings Regional Rehabilitation Centre:

(i) the right to operate and manage the Centre and the working force of the Centre, in accordance with its commitments and responsibilities and in such manner as to give the highest possible standard of service and care to its clients through greater efficiency consistent with fair labour standards;

(ii) to select, hire, transfer, promote, demote, classify, layoff, rehire, suspend or discharge for cause, and to maintain discipline and efficiency of the employees provided the foregoing shall not be exercised by the Employer in a discriminatory manner provided, however, that a claim for discriminatory promotion, demotion or transfer or a claim that an employee has been discharged, suspended, disciplined or demoted without reasonable cause may be the subject of a grievance and dealt with as hereinafter provided.

1.03 The purpose of this Agreement is to continue the harmonious relations which exist between the Employer and its employees, to define more clearly the wages and conditions of employment which shall obtain between the Employer and employees; to provide an amicable method of settling grievances or differences which may from time to time arise; to promote the mutual interest of the Employer and employee; to provide for the operation of the Kings Regional Rehabilitation Centre under methods which will further to the fullest extent possible, the safety and welfare of the employees, together with efficiency and economy of Centre operation. It is recognized by this Agreement to be the duty of both parties to co-operate fully, collectively and individually, for the purpose of the aforesaid conditions.

1.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall, with permission of the Administrator, have access to the Employer's premises in order to investigate and assist in the settlement of a grievance.

- 1.05 Persons outside the bargaining unit who might be required to perform duties normally done by members of the bargaining unit shall do so in such a manner as to avoid undue or unnecessary hardship to any member of the said bargaining unit.
- 1.06 This Collective Agreement is fully applicable to employees in the Bargaining Unit.
- 1.07 No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 2 - INTERPRETATION

- 2.01 Throughout this Agreement, the masculine includes the feminine and the plural includes the singular and vice-versa as the contract requires.
- 2.02 A **probationary employee** is an employee who has less than 450 hours of continuous service and a regular employee is one who has successfully completed that probationary period. The probationary period may be extended by mutual agreement between the Employer and the Union.
- 2.03 **Temporary** is an employment relationship for an employee in a designated position to be in excess of fifteen (15) consecutive working days. A temporary employee shall accumulate seniority and shall qualify, subject to eligibility, for other monetary benefits of this Collective Agreement on a proportionate basis to the regular hours paid in a year.

Should the employment relationship change from temporary to regular without a break in employment, the seniority date shall be the most recent date on which the employee began working in a temporary employment relationship. Should the temporary position end without a change to a regular position the employee reverts back to casual status.

Temporary employment relationships may be terminated at any time for just cause. Temporary employees shall have access to the grievance and arbitration procedure.

- 2.04 A **regular part-time employee** is one who is employed on a regular scheduled basis but who works less than the schedule for a full-time employee, and shall be entitled to all benefits on a pro-rata basis.
- 2.05 **Casual** is an employment relationship other than regular or temporary for a person who normally works on a day to day basis as required. Casual employees shall not otherwise be covered by the terms of the Collective Agreement, but shall be entitled to benefits as follows and to grieve concerning those benefits:

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

CASUAL BENEFITS

- (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 cost sharing of premiums for the above plans for eligible Casual employees to the same extent that the Employer cost shares the premiums for regular employees in the same plans.
- (c) A Casual employee shall be entitled to overtime when he/she works in excess of thirty-seven and one-half (37.5) hours in one (1) week.
- (d) The Employer may assign shifts to Casual employees in accordance with each casual employee's indicated availability prior to the posting of a schedule pursuant to Article 7.02(c).
- (e) Casual employees shall be required to work the shifts assigned pursuant to paragraph (d) above, unless the Casual employee is able to switch an assigned shift with another Casual employee.
- (f) Casual employees shall be entitled to a meal voucher on the same terms and conditions that regular employees are entitled pursuant to Article 7.04 (b).
- (g) Casual employees shall be eligible for shift premiums in accordance with Articles 7.05 and 7.06 effective on the date of signing this Collective Agreement.
- (e) Casual employees shall be eligible for weekend premiums in accordance with Articles 7.05 and 7.06 effective on the date of signing this Collective Agreement.

SCHEDULING

- (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 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.

DATE OF EMPLOYMENT

Casual employees shall have established as a date of employment / date of hire the date first worked as a Casual employee. However, should a Casual employee become a Regular employee, the date of hire shall be the date of employment / date of appointment to the regular position

AVAILABILITY

- (a) Casual employees shall confirm to the Employer in writing the extent of their availability for shifts.
- (b) Casual employees who have indicated an availability to work, may be assigned shifts in accordance with operational requirements.
- (c) In the event that casual employees who have indicated availability for casual shifts are consistently unavailable for the shifts they have indicated on their availability notice or consistently refuse casual shifts, the Employer may cease assigning them shifts.
- 2.06 A **student** is one who is employed by the Employer, but not a member of the bargaining unit, between May 1st and September 30th. The employment of a student shall not cause the layoff or a reduction in hours of any bargaining unit employee.
- 2.07 "**LTD Program**" means Nova Scotia Association of Health Organizations Long Term Disability Program.

ARTICLE 3 - UNION SECURITY

- 3.01 All employees of the Employer who are presently members of the Union, as a condition of continued employment shall remain members in good standing of the Union according to the Constitution and By-laws of the Union. All new employees, including casual and temporary employees shall, as a condition of continued employment, become and remain members in good standing in the Union within sixty (60) working days of employment.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.01 The Employer further agrees to deduct from the wages of all members of the bargaining unit employed, any monthly dues, initiation or assessments levied in accordance with the Union's Constitution and/or Bylaws, and owing by him to the Union. Union dues shall be deducted during probationary periods as well as after completion of any probationary period (s). The effective date for the deduction of

union dues from probationary employees will be the first full pay after the date of signing this Collective Agreement. Nothing in this Article limits or affects management rights with respect to probationary employees and in particular this Article does not affect or limit management rights under Article 2.02 or Article 26.

- 4.02 (a) Dues shall be deducted each payroll period. Initiations, etc. shall be deducted the payroll period first following the date upon which they come due. All deductions made shall be forwarded to the Secretary-Treasurer of the Union not later than five (5) working days (one week) after the last payroll period of each month accompanied by two (2) lists of the names and classifications of all employees from whose wages the deductions have been made.

At the time when Income Tax (T4) slips are made available, the Employer shall insert the amount of union dues paid by the employee in the previous calendar year.

- (b) It is agreed that semi-annually in January and June of each year the Employer shall provide the Union with addresses and phone numbers and email addresses where available for each bargaining unit member.

ARTICLE 5 - EMPLOYER WILL ACQUAINT NEW EMPLOYEES

- 5.01 The Employer agrees to verbally acquaint new employees with the fact that a Union agreement is in effect, the name and location of the Union President, and with the conditions of employment set out in Articles 4 and 5 by posting such Articles on a bulletin board accessible to the employees.
- 5.02 The Union agrees to provide each new employee with a copy of its By-laws and a copy of the current Collective Agreement.
- 5.03 During orientation of newly hired employees, the Employer will allow thirty (30) minutes for a representative appointed by the Union to meet with newly hired employees. It is understood that the Union representative will suffer no loss of regular wages.

ARTICLE 6 - NO DISCRIMINATION

- 6.01 The parties agree that there will be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay-off, recall, discipline, discharge or otherwise, by reason of his membership or activity in the Union.
- 6.02 Neither the Employer, an employee nor the Union shall discriminate against any employee on the basis of the prohibited grounds set out in the *Human Rights Act* except as authorized by that Act.

ARTICLE 7 - STANDARD DAILY AND WEEKLY HOURS

- 7.01 (a) The normal hours of work for all employees shall not be more than seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week or seventy-five (75) hours in any fourteen (14) day period. A lunch period of thirty (30) minutes duration exclusive from the normal working day shall be granted without pay.
- (b) Employees not required to work shifts shall work five (5) days per week, Monday to Friday, both inclusive.
- (c) The shifts presently worked by all shift workers shall not be changed without prior discussion.
- (d) For Part-Time Employees within the Dietary Department, the regular shifts shall not be less than four (4) hours inclusive of a fifteen (15) minute paid break except where there is an agreement with the Union.

7.02 Working Schedules

- (a) Employees shall receive two (2) consecutive days off each week.
- (b) There shall be no broken shifts for any employee covered by this Agreement, unless mutually agreed otherwise by the employee, the Union and the Employer.
- (c) Shift schedules shall be posted two (2) weeks in advance and shall not be changed unless mutually agreed between the employee and the Employer.
- (d) The Employer shall provide each employee at least every third (3rd) weekend off. Engine operators shall receive weekends off in accordance with the Memorandum of Agreement pertaining to twelve hours shifts.
- (e) The present practice of days off for employees in the Environmental Services Department shall be three (3) weekends in every four (4).
- (f) The Employer shall make every attempt to provide for a long weekend off every third (3rd) week except as otherwise provided in (e) and 7.01 (b) unless mutually agreed otherwise.
- (g) The Employer will endeavor to provide at least sixteen (16) hours rest between shifts unless mutually agreed upon otherwise.

7.03 All employees covered by this Agreement shall be permitted two (2) fifteen (15) minute coffee breaks; one (1) fifteen (15) minute break in the first half of the shift, and the second fifteen (15) minute break in the second half of the shift.

7.04 Overtime

- (a) Time worked in excess of seven and one-half (7 1/2) hours per day, thirty-seven and one-half (37 1/2) hours per week or seventy-five (75) hours per two (2) week period will be compensated for by the Employer granting, to the employee, pay at the rate of time and one-half (1 1/2x) for the overtime worked. An employee shall be paid at the rate of two (2 x) times the straight time rate for all hours worked in excess of twelve (12) continuous hours in any one day.
- (b) An employee who is required to work more than eleven (11) continuous hours will be entitled to claim an expense for a meal in accordance with the meal allowance described in Article 16.03. If the employee is unable to purchase a meal during the overtime due to operational requirements, the nursing supervisor shall approve in writing an expense claim of twelve dollars (\$12.00).
- (c) An employee required to return to duty on his time off (call back) shall be granted a minimum of four (4) hours pay at straight time rates or time and one-half (1 1/2 x) for the hours worked, whichever is greater.
- (d) An Employee required to return to the workplace on his time off for the purpose of a Team Meeting shall be granted pay of time and one half (1½ x) for the hours in attendance at such meeting. Such time, if mutually agreed, may be granted as time off in lieu.
- (e) Preference for overtime shall be given to employees on duty in their respective ward (nursing staff) or department when employees are unable to do their shift or part of their shift.
- (f) By mutual agreement an employee may be granted time off in lieu of overtime pay at the rate of one and one-half (1 1/2) hours off for each hour of overtime worked at the rate of time and one-half and two (2) hours off for each hour of overtime worked at the rate of double time. The Employer shall divide the year into four (4) quarters. On the last pay period prior to the end of each quarter, the Employer shall pay out any unscheduled leave down to twenty-two and one half (22.5) hours.
- (g) An employee shall be permitted to accumulate time up to a maximum of twenty two and one-half (22 ½) hours. The employee may take this time at his/her discretion but must take the time within four (4) months at a time

mutually agreed. Only time accumulated in excess of twenty-two and one half (22 ½) hours shall be paid out.

- (h) A Casual employee shall be entitled to overtime when he/she works in excess of thirty-seven and one-half (37.5) hours in one (1) week.

7.05 Premiums

- (a) The Premiums shall not apply when calculating overtime, vacation pay, sick leave, holidays or other fringe benefits.
- (b) As of March 31, 2015, all employees, including casual employees, shall receive a shift premium of \$1.75 per hour for all hours worked between 1900 hours and 0700 hours.
 - i. Increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.
 - ii. An increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 all employees, including casual employees, shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

- (c) As of March 31, 2015, all employees, including casual employees, shall receive a weekend premium of \$1.75 per hour for all hours worked between midnight Friday and midnight Sunday.
 - i) An increase of thirty (30) cents (\$0.30) effective the date of ratification of this Agreement.
 - ii) An increase of twenty (20) cents (\$0.20) effective on the last day of the Agreement.

For clarification as of March 31, 2021 all employees, including casual employees, shall receive a premium of \$2.25 per hour worked within the applicable times outlined above.

ARTICLE 8 – HOLIDAYS

(a) Full Time Employees

- 8.01 All full time employees covered by this Agreement shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

8.02 If a full time employee's normal work day is on a holiday, he will be compensated by being paid time and one-half (1 1/2 x) for all hours worked and at his/her option, one of the following:

- (a) an additional regular day's pay, or;
- (b) an additional day off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holiday, or;
- (c) another day off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If a full time employee is called to work on a holiday which is on his normal day off, he shall be compensated by receiving a day off at a later date in lieu of a holiday plus two (2) times straight time for all hours worked, provided that if notice has been given seventy-two (72) hours prior to the holiday, he will be paid one and one-half (1 1/2 x) times for all hours worked.

8.04 In order to qualify for statutory holidays, an employee must have received pay for the last scheduled work day prior to and the first scheduled work day following the holiday.

(b) Part Time Employees

8.05 In lieu of the holidays listed in Article 8.01 part-time employees shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as requested by the employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the Employee. The accumulation of holiday credits shall not normally exceed a total of 22.5 hours banked. Where the accumulation of holiday credits is in excess of 22.5 hours, the Employer shall schedule or pay out the hours in excess of the 22.5 hours.

Where the Part-Time Employee works on the holiday the compensation shall be as pay at the rate of time and one-half (1 1/2) for the hours worked on the holiday. This provision is subject to Article 8.04.

If a Part-Time Employee is not scheduled to work on a holiday but is required by the Employer to work on a holiday with less than seventy-two (72) hours advance notice, the Part-Time Employee shall be paid at the rate of double time for the hours worked on the holiday.

- 8.06 Timed earned in accordance with Article 8.02 or Article 8.05 may be banked. An employee may be permitted to continuously carry an accumulation of up to 22.5 hours. The Employer shall divide the year into four (4) quarters. On the last pay period prior to the end of each quarter, the Employer shall pay out any unscheduled holiday leave down to 22.5 hours. In the event of an inconsistency between this Article and either Article 8.02 or Article 8.05, the provisions of this Article will prevail.
- 8.07 The provisions of Article 8 (8.01 through 8.05) are not applicable to a Casual Employee except a Casual Employee who works on a calendar day listed at 8.01. In such a case, the Casual Employee will be compensated at the rate of time and one-half (1½ x) the Casual Employee's regular hourly rate for the hours worked on the calendar listed in Article 8.01.

ARTICLE 9 - VACATION

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All employees who have less than five (5) years shall receive three (3) weeks / 112.5 hours vacation with pay annually.
- 9.03 (a) All employees who have completed five (5) years of service shall receive three (3) weeks / 112.5 hours vacation plus one (1) additional day of vacation for each year of service over five (5) years to a maximum of four (4) weeks / 150 hours vacation.
- (b) All employees who have completed seven (7) years of service shall receive four (4) weeks / 150 hours vacation.
- (c) After fifteen (15) years of service an employee shall receive five (5) weeks / 187.5 hours vacation.
- 9.04 Licensed Practical Nurses' Vacation Entitlement
- (a) An L.P.N. with less than five (5) years service shall earn vacation at the rate of a day and one-quarter (1 1/4) / 9.375 hours for each month worked during the vacation year (3 weeks).
- (b) An L.P.N. with five (5) years service but less than fifteen (15) years service shall earn vacation at the rate of one and two-thirds (1 2/3) days / 12.5 hours for each month during the vacation year (4 weeks).
- (c) An L.P.N. with fifteen (15) years service shall earn vacation at the rate of two and one-twelfth (2 1/12) days / 15.6 hours for each month worked during the vacation year (5 weeks).

- 9.05 In scheduling of vacation periods, senior employees shall have preference as far as it is consistent with the efficient operation of the Centre. For the purpose of vacations only, seniority for choosing dates shall be on a departmental basis.
- 9.06 Subject to Article 8.04, if a paid holiday falls during the vacation of an employee the employee will receive the holiday off on that calendar day with no loss of vacation credit. The displaced vacation day shall not necessarily immediately follow the vacation of such employee, but shall be taken at a mutually agreeable time.
- 9.07 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 9.08 The number of years worked for vacation calculation shall be determined by the employee's date of hire.
- 9.09 The Employer will continue its practice of attempting to secure temporary or casual help during vacation periods.
- 9.10 An employee who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.
- 9.11 Employees shall accrue vacation benefits on a proportionate basis to regular hours paid in the year. No reduction of benefit accrual shall occur to an employee who receives in excess of two hundred thirty-eight (238) regular days / 1785 hours paid in a year.
- 9.12 Where an employee has available sick leave and is hospitalized (which must be verified by doctor's certificate) during his/her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date to be taken by mutual agreement between the employee and the employee's supervisor.
- 9.13 Where it is not operationally feasible for the Employer to schedule an employee's vacation before May 31st, the unused vacation may be carried over for an additional year. A maximum of two (2) weeks' vacation entitlement may be carried over. Any time above two (2) weeks shall be paid out.

ARTICLE 10 - SICK LEAVE AND COMPENSATION

- 10.01 (a) Sick leave is an indemnity benefit and not an acquired right. An employee who is absent from a scheduled shift on approved sick leave shall only be entitled to sick leave pay if the employee is not otherwise receiving pay for that day, and providing the employee has sufficient sick leave credits.
- (b) All employees covered by this Agreement, after sixty (60) working days

service but retroactive to the date of employment, shall accumulate sick leave at the rate of one and one-half (1.5) days per month /11.25 hours to a maximum accumulation of one hundred fifty (150) working days /1125 hours.

Days absent from work on sick leave will be deducted from the accumulated total.

- 10.02 In any case of absence of an employee due to sickness the matter shall be reported to a manager, or senior R.N. Where it is an a.m. shift at least one (1) hour prior to the time that such employee's shift commences, and where it is a p.m. shift, at least three (3) hours prior to the time that such employee's shift commences. The Employer reserves the right to investigate the reported illness of an employee.
- 10.03 In cases of absence from work due to sickness of a duration of longer than three (3) working days, the employee, if requested by the Employer, shall produce a medical report before such lost time is charged against his accumulated sick leave credits. Any cost incurred by the employee in terms of the cost of medical report shall be borne by the Employer. Where an employee has received sick leave on three (3) separate occasions in any calendar year, he may be required by the Employer to produce a medical report before any succeeding period of absence due to sickness is charged against his accumulated sick leave credits.

Where required, the employee shall establish through medical documentation that the illness or injury prevents that employee from fulfilling the specific requirements or limiting the requirements of their job or any work modifications.

- 10.04 Following sick leave of five (5) days or more, the employee shall report his availability for work to his Department at least sixteen (16) hours before reporting for duty.
- 10.05 Fraudulently applying for and obtaining sick leave shall be cause for immediate discharge.
- 10.06 Workers' Compensation
 This provision shall become effective on the date of signing.
 This provision shall not apply to casual employees.
 This provision shall replace any existing provisions for Workers' Compensation.
- (a) When an employee is being compensated under the *Workers' Compensation Act*, the Employer shall pay a supplement to the employee equal to the difference between the earnings replacement benefits received from Workers' Compensation and the employee's net pre accident earnings. This supplement shall also apply to the first two days of an injury or accident for which an employee receives Workers' Compensation benefits. It is the intent of the parties that under no circumstances shall an employee receive an increase in his/her income while in receipt of Workers' Compensation benefits. When the supplement is being paid, the Employer shall deduct

from the employee's accumulated sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's accumulated sick leave credits are exhausted, the supplement shall cease and the employee shall be paid only the Workers' Compensation benefits.

- (b) The Employer shall continue the eligibility of the Employee and the Employer's cost sharing relationship with the Employee so as to allow for the Employee to continue in the 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 for those bargaining units that have a defined benefit pension plan.

- (c) An employee shall continue to accrue seniority while in receipt of Workers' Compensation benefits.
- (d) An employee shall accrue vacation credits while in receipt of Workers' Compensation benefits until such time as the employee's vacation bank (including any vacation credits existing at the time of the injury) equals a maximum of one (1) year of annual vacation entitlement.
- (e) An employee shall not accrue any other benefits while on Workers' Compensation.
- (f) An employee who participates in an ease back or return to work program following a period of WCB shall be paid his/her regular hourly rate for all time spent at the work place unless the employee continues to receive WCB benefits for the time worked.

10.07 Preventative Medical / Dental and Family Illness

- (1) Regular full time employees shall be allowed a leave of absence up to a maximum of twenty – four (24) hours per calendar year (prorated for regular part-time employees) to be debited against sick leave in the following situations:
 - (a) to attend to the illness of an employee's spouse, common law spouse or same sex partner previously identified to the Employer, child or parent and when no one other than the employee can provide for the needs of the ill person or the needs cannot be attended to outside the employee's scheduled hours of work. The purpose of this leave shall be to permit the employee to attend to immediate and unforeseen

situations that require the employee's immediate attention and to make such arrangements as are necessary to enable the employee to return to work.

- (b) the employee requests leave in order to engage in personal preventative medical or dental care and such appointments cannot be made outside the employee's scheduled shifts.

For greater clarity, the combined leaves in (a) and (b) shall not exceed twenty-four (24) hours per calendar year for regular full time employees or the applicable pro-rated hours for part-time employees.

- (2) The Employee shall give as much notice of the requirement for leave pursuant to this Article as possible.
- (3) The employee's immediate supervisor may require proof of the need for such leave as she considers necessary.
- (4) Leave taken in accordance with this Article shall not be taken into account in the attendance management program.
- (5) The Union shall educate its membership on the conditions to claim leave under this Article.

10.08 Employees shall accrue sick leave credits on a proportionate basis to regular hours paid in the year. No reduction of benefit accrual shall occur to an employee who receives in excess of two hundred thirty-eight (238) regular days / 1785 hours paid in the year unless otherwise specified in this Agreement. The fiscal year of April 1st to March 31st shall be the year for the purposes of this Article.

ARTICLE 11 - SENIORITY

11.01 The seniority of employees covered by this Agreement shall date back to the first day of work in the most current period of employment after he has successfully completed the probationary period of sixty (60) working days /450 hours. When two (2) or more persons are employed on the same day, the seniority shall be established in the order in which they were engaged.

11.02 A seniority list of all employees covered by this Agreement showing name, classification, and date of seniority shall be revised and posted in January of each year. A thirty (30) day protest period respecting such revision only shall be allowed following each posting. Only upon presentation of proof of error by an employee, or of the Union, or the Employer, shall such errors be corrected. Any date not protested within the thirty (30) day protest period shall be considered as permanently established.

11.03 Established seniority shall not be subject to forfeiture by an employee unless:

- (i) he voluntarily leaves the service of the Employer; or
- (ii) he is discharged for just cause and is not reinstated; or
- (iii) he is laid off for a period of one (1) year, except as provided under the LTD Program and outlined in Article 30; or
- (iv) having been laid off, he fails to return to work within one (1) week of being recalled unless the employee has a legitimate reason for failing to do so; or
- (v) he retires; or
- (vi) he/she accepts a non-bargaining unit position for a period not to exceed twelve (12) calendar months. At the end of the twelve (12) month period, the employee has the right to return to his/her former position and pay rate, and the employee shall remit Union dues based on the bargaining unit rate of pay for this twelve (12) month period.

However, it can be mutually agreed between the Union and the Employer to waive subsections (iii) and (iv) of 11.03.

ARTICLE 12 - PROMOTION, TRANSFER, LAY-OFF, RECALL

12.01 Seniority shall apply to promotion, lay-offs, recalls, and reduction of work force as follows:

- (i) All proposed permanent promotions to classifications within the bargaining unit shall be bulletined on bulletin boards for a period of seven (7) days thereby affording employees an opportunity to make applications in writing for such promotions intended to be made. All postings shall be sent to areas (such as the community options homes) where the Employer has employees who may not have daily access to bulletin boards.
- (ii) When a vacancy occurs, or a new position is created within the bargaining unit, it is agreed that where two (2) or more persons of equal qualifications are being considered, the award will be made on the basis of seniority;
- (iii) Should the successful applicant be chosen from the existing staff he shall be placed on a sixty (60) working day trial period in his new position. If the employee or Employer finds the employee is unsuited to the new position at any time during the aforementioned trial period he shall be returned to his former position and salary without loss of seniority and any other employee promoted or transferred because of the rearrangement of position shall be returned to his former position and salary without loss of seniority.

Conditional upon satisfactory performance of duties, such trial appointments shall become permanent after the period of sixty (60) working days;

- (iv) In the event of lay-off, employees shall be laid off by departments as required by the Employer and those with the least seniority in the departments concerned shall be laid off first;
- (v) In the event of recall, employees shall be recalled by departments as required by the Employer and those with the most seniority in the departments concerned shall be recalled first;
- (vi) In the event of a reduction of the work force, staff shall be reduced in the reverse order of their seniority;
- (vii) In the event of lay-off, employees will receive notice of lay-off as provided in the *Labour Standards Code*.

12.02 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

12.03 Where the Employer decides on a technological change which may result in a layoff as much advance notice as reasonably possible shall be given for the purpose of providing time to discuss the change(s) and endeavour to minimize the extent of any potential layoff(s).

ARTICLE 13 - BEREAVEMENT LEAVE

13.01 If a death occurs in the immediate family of an employee when said employee is at work, or scheduled to work on the day, then said employee shall be granted compassionate leave with pay for the remainder of his shift / scheduled shift.

13.02 If a death occurs in the immediate family of an employee said employee shall be granted five (5) days leave of absence effective midnight following the death and shall be paid for shifts the employee would be normally scheduled to work during the five (5) days leave.

13.03 An employee who would be on leave of absence other than compassionate leave shall not be eligible for compassionate leave with pay.

13.04 An employee on sick leave with pay shall not be eligible for compassionate leave with pay.

13.05 An employee who would have been entitled to bereavement leave pursuant to this Article but is on paid vacation leave at the time the death occurs, may request substitution of the appropriate amount of bereavement leave instead of vacation

leave. The employee shall give notice to the Employer upon the employee learning of the death. Vacation leave displaced pursuant to this provision shall be rescheduled.

- 13.06 An employee when for any reason, other than compassionate leave, would not be considered to be at work, shall not be eligible for compassionate leave with pay.
- 13.07 For the purpose of ascertaining compassionate leave with pay, the members of an employee's family shall not include any persons other than sister, brother, husband, wife, common law spouse, common law children, common law parents, same sex partner, son, daughter, parent, step-parents, step-children, father-in-law, mother-in-law.
- 13.08 (a) In the event of a death of a grandparent or grandchild of the employee, the Employer shall grant the employee three (3) consecutive days leave of absence effective midnight following the death and will be paid for those shifts the employee would normally be scheduled to work during the three (3) days if the death had not occurred.
- (b) One (1) day compassionate leave with pay shall be granted on the day of the funeral of the aunt, uncle, brother-in-law, sister-in-law, niece and nephew of the employee providing such day is a scheduled workday.
- (c) The Employer shall endeavor, with forty-eight (48) hours notice from the employee to permit the employee time off without pay and without loss of seniority to attend the funeral of a person not listed in Articles 13.07 and 13.08.
- 13.09 Such leave is granted to the employee for the purpose of attending the funeral and other related matters of the deceased relative.
- 13.10 An employee who qualifies for bereavement leave in accordance with this Article may request, at the time of the death, to defer one day of the bereavement leave to be used to attend a service for the deceased at a later date which must be within one year of the date of death. Such requests must be made within one week of the death and must give notice of the date of the service when the date is known.

ARTICLE 14 - PREGNANCY, PARENTAL and ADOPTION LEAVE

- 14.01 Employees will be entitled to Pregnancy, Parental and Adoption Leave as provided in the *Labour Standards Code*. An employee on Pregnancy, Parental or Adoption Leave shall continue to accrue seniority.
- 14.02 Employees requesting extensions to pregnancy leave of absence or adoption leave of absence without pay must support their request by presenting a medical certificate from a qualified doctor.

ARTICLE 15 - LEAVE OF ABSENCE

- 15.01 (a) Provided that the request is put in writing not less than three (3) weeks and where feasible six (6) weeks in advance, any three (3) members of Local Union 1472 shall be granted leave of absence to attend union conventions and/ or union educational in any one (1) calendar year provided such employee shall not be absent in any year for more than fourteen (14) working days. While on such leave of absence, the continuity of such employee's service shall not be broken. Provided however, leaves of absence shall be granted up to two (2) employees per programme or service area where operationally possible but shall not be unreasonably denied.
- (b) Employees shall continue to receive their regular pay when absent on an approved leave for union business.
- (c) Where an Employee is elected or appointed to a full time or part time office within its local, or CUPE National, or Provincial, the Employer will consider a request for an extended leave of absence for a maximum period of twenty-four (24) months and may extend such a leave. Subject to operational requirements, such leaves shall not be unreasonably be denied.
- (d) The Union shall reimburse the Employer for wages and benefits paid to the employee during such absence.
- 15.02 If working conditions permit, leaves of absence without pay will be considered. The Employer may refuse to grant leave of absence without pay to an employee with less than one (1) year's seniority.
- 15.03 When an employee has been granted leave of absence without pay seniority shall not be broken but the time on leave will not count to accrue seniority after thirty (30) days. This shall not apply to union members attending labour conventions.
- 15.04 Representatives of the Union shall not suffer any loss of pay when required to leave their employment temporarily in order to carry on negotiations with the Employer or with respect to a grievance provided permission is obtained from the immediate supervisor.
- 15.05 Jury Duty
- An employee subpoenaed for jury duty shall be paid his regular salary, after deducting any indemnity paid by the Court (exclusive of payments for travel, meals, or other expenses) for all hours he would be normally scheduled to work during the period the employee is required to report for jury duty.

Any employee required to report for jury duty, or as a witness with prior approval of

the Employer and discharged from such duty, shall report for the remainder of his scheduled hours for that day, providing there is at least three (3) hours from the time discharge from jury duty to the end of the scheduled shift.

Any employee on leave of absence, sick leave, or vacation shall not be eligible for paid leave for jury duty.

15.06 Leave For Storm Conditions

- i) It is the responsibility of the Employee to make every reasonable effort to arrive at work as scheduled, however, during storm conditions such arrival is impossible, or delayed, all absent time will be deemed to be leave, and the Employee may exercise options in the following order:
 - 1. deduct the absent time from accumulated overtime, holiday time or vacation; or
 - 2. take the absent time as unpaid; or
 - 3. when the Employee has no entitlement to accumulated paid leave, the employee may, with approval of the Employer, make up the absent time as the scheduling allows.
- ii) The employee shall inform the Employer as soon as possible if the employee is prevented from attending work or will be delayed in attending work due to storm conditions.

Employees who are successful in arriving at the workplace within two (2) hours of the commencement of the shift will not suffer any penalty. It is understood that employees shall make reasonable attempts, in the case of storm conditions, to arrive at the work safely in a timely fashion.

ARTICLE 16 - CLOTHING AND PERSONAL PROPERTY AND SAFETY

- 16.01 The Employer shall pay each employee seventy-five (\$75.00) per year for a clothing allowance. However, this shall not include providing aprons and hats which shall still be provided by the Centre at no cost to the employee.
- 16.02 Employees shall be paid in full by the Centre for breakage of eye glasses, hearing aids, dentures and medic alert bracelets by clients, provided the cause of such breakage is not neglect by the employee.
- 16.03 With prior approval, employees required to travel with clients over meal times shall on the presentation of a receipt, be reimbursed for their meal to a maximum of twelve dollars (\$12.00) for each meal.

16.04 Safety Boots

- (a) If regular and regular part time employees are required by law or by the Employer to wear protective boots in the performance of their duties, the employees shall purchase boots which are Canadian Standards Association approved. Upon presentation of the receipt for purchase of the approved boots within 30 days of the purchase, the Employer will reimburse the employee up to a maximum of \$150.00 annually for the required boots.
- (b) The provisions of this Article come into effect on the date of signing this Collective Agreement and are not retroactive.

ARTICLE 17 - PAYROLL PERIODS

17.01 Bi-weekly pay periods end at 2400 hours on alternate Sundays. Cheques for each period will be made available to employees on Thursday at 1300 hours and will include pay for work done up to the end of the previous bi-weekly pay-period. For those employees availing themselves of direct deposit, pay stubs will be available not later than 1300 hours on Wednesday. From the date of signing this Collective Agreement, all new hires shall be paid by direct deposit. Existing employees shall continue to be paid by direct deposit or cheque, whichever was in place at the expiration of the previous collective agreement.

ARTICLE 18 - BULLETIN BOARDS

18.01 Two (2) suitable bulletin boards on the Employer's premises shall be available for the posting of notices of Local Union No. 1472. All locations outside the Centre shall have available bulletin board space or a union information binder for the purpose of making Union information available to employees.

ARTICLE 19 - TEMPORARY ASSIGNMENT

- 19.01 Where an employee is temporarily assigned to perform work in a classification paying a lower rate than his own he shall be paid his regular rate.
- 19.02 If an employee is temporarily assigned to perform work in a classification paying a higher rate he shall receive the rate for the higher classification for the entire period.

ARTICLE 20 - WAGES

- 20.01 The Employer agrees that all employees covered by this Agreement shall be paid at the rate of pay as set out in Appendix "A" annexed hereto and forming part of this Agreement.
- 20.02 If any employee covered by this Agreement has not received the wages earned in any one period by cause of shortage, it shall be adjusted and paid within two (2) working days.

20.03 Employees may, upon giving at least two (2) weeks' notice, receive on the last office day preceding commencement of their annual vacation, any cheques which may fall due during the period of their vacation.

ARTICLE 21 - RETIREMENT ALLOWANCE

21.01 An employee who is retired or who is about to be retired because of age, or mental or physical incapacity, or upon death shall be granted a Retirement Allowance, the equivalent of:

- (a) one-half (1/2) month's pay, if he has been employed for three (3) years but less than ten (10) years;
- (b) one (1) month's pay, if he has been employed for ten (10) years but less than fifteen (15) years;
- (c) two (2) month's pay, if he has been employed for fifteen (15) years but less than twenty (20) years;
- (d) three (3) month's pay, if he has been employed for twenty (20) years but less than twenty-five (25) years;
- (e) four (4) month's pay, if he has been employed for twenty-five (25) years but less than thirty (30) years;
- (f) five (5) month's pay, if he has been employed for thirty (30) or more years.

The Employer and any employee may mutually agree on retirement earlier than at age 65.

The salary which shall be used to calculate the amount of the Retirement Allowance in accordance with this Article shall be the salary which the employee was receiving on the date of termination of his employment.

The benefit shall cease to accumulate (where applicable) and be frozen effective March 31, 2015. This is in accordance with the requirements under the *Public Service Sustainability Act (2015)*. Nothing herein changes upon the future official exemption of the Employer from the *Public Service Sustainability Act (2015)*. The Employer recognizes the Union's right to challenge the constitutionality of Bill 148, the *Public Service Sustainability Act (2015)* and that this shall in no way be construed as the Union accepting, or in any way admitting to the constitutionality of Bill 148 in whole or in part.

21.02 Upon the death of an employee the retirement allowance shall be paid to the employee's estate.

ARTICLE 22 - JOB SECURITY

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

ARTICLE 23 - LABOUR MANAGEMENT COMMITTEE

23.01 Labour Management Committee shall be established consisting of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

Either party may request to have the Union Representative or the Employer representative from Health Association Nova Scotia attend Labour Management meetings when a significant issue needs to be resolved. Such a request shall not be unreasonably denied.

23.02 The Committee shall concern itself with the following general matters:

- (1) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- (2) Promoting safety and sanitary practices.
- (3) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
- (4) Correcting conditions causing grievances and misunderstandings.

23.03 The Committee shall meet on the third (3rd) Tuesday of each month unless otherwise agreed to. Employees shall not suffer any loss of pay for time spent with this Committee.

23.04 An Employer and a Union representative shall be designated as joint Chairman and shall alternate in presiding over meetings.

23.05 Minutes of each meeting of the Committee shall be prepared and distributed to the members.

23.06 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of 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 24 - GRIEVANCE PROCEDURE

24.01 (a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Shop Stewards, (and shall be notified of those to be recognized as such on a semi-annual basis) whose duties shall be to assist any employee in preparing and presenting his grievance. In order that the work of the Employer shall not be unreasonably interrupted, no member shall leave his work without the permission of his supervisor, such permission shall not be unreasonably denied.

(b) The Employer will recognize the Union's Grievance Committee of not more than three (3) members, as presented by the Local executive board. Grievances are disputes between the Employer and any employee(s) or the Union regarding the interpretation, meaning, operation or application of this Agreement, including any questions as to whether a matter is arbitral, or where an allegation is made that this Agreement has been violated; such dispute shall be settled without interruption of the Employer's business using the following procedure:

24.02 Steps of the Grievance process:

It is agreed and understood that the grievor will be offered the opportunity to attend all steps of the formal process.

Step 1: When an employee has a grievance he/she shall, within ten (10) working days of the discovery or occurrence of the incident giving rise to the grievance, first discuss the grievance with her immediate management supervisor who shall provide her with an answer within seven (7) working days.

Step 2: Should the response by the immediate supervisor not be acceptable to the Grievor, the grievance shall be submitted in writing, by the Shop Steward to the Director or designate within seven (7) working days. The Director or designate shall give a decision in writing within seven (7) working days of receipt of the grievance.

Step 3: Failing satisfactory response from the Director or designate, the employee(s) concerned together with the Grievance Committee and Shop Steward, shall submit to the Administrator within seven (7) working days.

The Administrator or designate shall convene a meeting within seven (7) working days. The Administrator will render his decision within ten (10) working days after the receipt of such notice. Before rendering his decision, the Administrator shall afford an opportunity to the President of the Union, or his representative, to discuss with him the subject matter of the grievance.

If the decision of the Administrator or designate is not acceptable to the Union, the Union shall notify the Administrator or designate in writing within fifteen (15) working days that the grievance will be proceeding to arbitration, or may request mutual agreement to refer an alternative dispute resolution process in accordance to Article 24.07

24.03 The following grievances will commence at Step 3 of the grievance process and for the purpose of the grievance process, the Director or designate will be deemed to have answered the grievance on the date which the dispute arose:

- (a) The Union and its representatives shall have the right to originate a grievance for an employee, or group of employees, other than through an employee(s) or Steward and to seek adjustment with the Employer in the matter of the grievance process.
- (b) An employee or group of employees who believe they are being required to work under conditions which are unsafe and unhealthy; and
- (c) An employee considered by the Union to be wrongfully or unjustly discharged or suspended.

24.04 All Grievances and replies to grievances shall be in writing. The Employer shall supply the necessary facilities for the grievance meeting.

24.05 Failure of the Grievor or the Union to process a grievance to the next step in the Grievance Procedure within the time limit specified shall not be deemed to have prejudiced the Union on any future identical grievance.

24.06 No grievance shall be defeated by any formal or technical objection and the Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the procession of a grievance in order to determine the real matter in dispute and the giving of a decision according to equitable principles and justice of the case.

24.07 Nothing in this Agreement shall preclude the Union and the Employer from mutually agreeing to settle a dispute by means other than those described in the grievance and arbitration procedures herein, in absence of settlement this does not preclude either party the ability to file for arbitration.

ARTICLE 25 - ARBITRATION

25.01 When either party requests that a grievance be submitted to arbitration, the case shall be heard by a three (3) person board of arbitration unless it is mutually agreed by the Employer and the Union that the case should be heard by a sole arbitrator.

25.02 A three (3) person arbitration board shall be selected as follows:

The request shall be made by registered mail or personal delivery addressed to the other party of the agreement, indicating the name of its nominee on an arbitration board. Within five (5) days thereafter the other party shall answer by registered mail or personal delivery indicating the name and address of its nominee to the Arbitration Board. The two nominees shall then meet to select an impartial Chairperson.

25.03 If the recipient of the notice fails to appoint an arbitrator, or if the two nominees fail to agree upon a Chairperson within ten (10) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

25.04 The Union and the Employer shall have ten (10) days in which to agree to a sole arbitrator. In the event of their failure to agree, the sole arbitrator shall be appointed by the Minister of Labour, upon the request of either party.

25.05 The Board or sole arbitrator may determine their own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. A decision shall be rendered within fifteen (15) days from completion of the Arbitration Hearing.

25.06 In the case of an Arbitration Board, the decision of the majority 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.

25.07 The Arbitration decision shall be final and binding and enforceable on all parties. An Arbitrator or Arbitration Board shall have the power to modify or set aside any penalty imposed by the Employer relating to the disciplinary measures before them, but shall not have the power to add, subtract, or modify any terms of this Agreement.

25.08 Should the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator or Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

- 25.09 To the extent that the Department of Labour does not bear the costs associated with arbitration, each party shall pay the fees and expenses of its appointed member and one-half (1/2) the fees and expenses of the Chairperson or single arbitrator.
- 25.10 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 25.11 At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee (s) concerned as witnesses and any other witnesses and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 25.12 For the purpose of this Article only, work days shall be Monday to Friday inclusive but shall not include statutory holidays.

ARTICLE 26 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 26.01 An employee who has completed his probationary period may be dismissed but only for just cause and only upon the authority of the Employer. When an employee is discharged or suspended, he shall be given the reason in the presence of his Steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such discharge or suspension.
- 26.02 Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensate which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.
- 26.03 When a notation, letter of discipline or any adverse report that may be of a detrimental nature is added to the employee's file, the employee shall be notified in advance by the Employer in order that the employee may secure the presence of a steward. The Employer shall not add a notation, letter of discipline or adverse report to an employee's file without the employee's prior knowledge. The Employer will supply the employee and the Union with a written copy of all such entries in the employee's file. The record of an employee shall not be used against him at any time after twenty-four (24) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports except such as a result of a major offence.
- 26.04 The Employer and the Union recognize the possibility of a worker being falsely accused of inappropriate behaviour involving clients. When the Employer concludes

that an allegation of inappropriate behaviour involving clients is false, the parties to this Agreement shall assist the worker in reintegrating into the workplace, or exploring alternative placement(s) where the Employer deems necessary.

26.05 Personal Files

- (a) An employee may access his or her personnel file by requesting access through his or her respective director or designate. Upon request, the Director shall arrange a convenient time for the review and shall be present during the review, which will take place in a secure location. If the employee so wishes he or she may be accompanied by a representative of the Union.
- (b) The parties agree that given the written consent by a member of the bargaining unit, the Employer shall supply a copy of the personnel file to the Union designate.

ARTICLE 27 - JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Existing classifications shall not be eliminated without prior consultation with the Union.

27.02 Where the Union and/or an employee feels he is unfairly or incorrectly classified, or when any position not covered by Appendix "A" is established during the term of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or the rate of pay for the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 28 - OCCUPATIONAL HEALTH AND SAFETY

28.01 A Health and Safety Committee shall be established which is composed of an equal number of Union and Employer representatives, but with a minimum of two (2) Union and two (2) Employer members. The Committee shall hold meetings at least once per month, or more frequently if requested by the Union or the Employer, in order to jointly consider, monitoring, inspecting, investigating, reviewing and improving health and safety conditions and practices. Minutes of the meetings shall be taken and copies sent to the Union and Employer.

28.02 Time Off for Health and Safety Training - Union members of the Health and Safety Committee with two (2) weeks notice to the Employer in writing shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instructions and upgrading on health and safety matters.

28.03 Health and Safety Committee Pay Provisions - Time spent by a member of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

ARTICLE 29 - NO STRIKE AND NO LOCKOUT

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

ARTICLE 30 - EMPLOYEE BENEFITS

30.01 Health Benefits

The Employer shall pay sixty-five percent (65%) of the cost of premiums of the Health Association Nova Scotia Plan or its equivalent. This provision shall apply to employees who agree to pay the other thirty-five percent (35%) of the premiums.

This provision will be effective on the date of signing the Collective Agreement.

This provision for a 65% / 35% cost-sharing formula does not apply to premiums for AD&D, life insurance, dental coverage, LTD or any other existing benefit plan (other than a group health benefit plan). The premiums for all other benefit plans shall be in accordance with the provisions of the HANS plans.

30.02 LTD Program

- (a) The Employer and the Union agree to include all eligible employees of the bargaining unit as participants in the LTD Program. Terms and conditions for participation in the LTD Program as well as the payment of benefits shall be determined by the LTD Program.
- (b) Should an employee in receipt of Long Term Disability benefits cease to be disabled within twenty-four (24) months of the date that he or she commenced the elimination period specified in the LTD Program and provided he or she is able to perform their full job, such employee shall have a right to return to his or her former or equivalent position with the Employer. The Employer reserves the right to require a medical evaluation by a qualified medical practitioner in order to assist in determining an employee's suitability for reinstatement.
- (c) An employee, in receipt of Long Term Disability benefits who ceases to be disabled more than twenty-four (24) months after the commencement of the elimination period but less than forty-eight (48) months after commencing the elimination period, as specified in the LTD Program, shall be entitled to

lay-off status with the organization for which he or she is employed for the balance of the forty-eight (48) month period. Subject to the terms of this Collective Agreement, such employee shall be eligible to be recalled should a vacancy in the employee's bargaining unit arise, for which the employee has the requisite skills and qualifications.

- (d) An employee, who continues to be disabled and in receipt of Long Term Disability benefits for more than forty-eight (48) months after the time he or she commenced the elimination period specified in the LTD Program, shall be considered terminated and shall forfeit all rights to further employment with the Employer.
- (e) The Employer agrees that no employee who is disabled and who is in receipt of Long Term Disability benefits or, who will be in receipt of benefits on completion of the elimination period, will be terminated for innocent absenteeism except as otherwise provided in this Agreement.
- (f) Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of one hundred and fifty (150) working days / 1125 hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

30.03 Pension Plan

The Employer agrees to continue the existing pension plan.

ARTICLE 31 - PORTABILITY OF BENEFITS

31.01 In the case that active treatment hospitals are phased out, or changed to health facilities other than active treatment and where hospitals amalgamate service with a consequent displacement of employees of the bargaining unit, such employees who transfer without a break in service from one hospital to another with the approval of both hospitals concerned shall:

- (a) have sick leave credits accumulated in the first hospital recognized in the second hospital;
- (b) have years of service for vacation entitlement earned in the first hospital recognized in the second hospital;
- (c) have salary increment step attained in the first hospital portable to the second hospital;

- (d) have seniority accumulated in the first hospital recognized in the second hospital;
- (e) have entitlement service for the purpose of retirement allowance attained in the first hospital portable to the second hospital.

ARTICLE 32 - DURATION AND TERMINATION OF AGREEMENT

32.01 The Agreement shall be in effect for the period commencing April 1, 2015 and ending March 31, 2021 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.

32.02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

32.03 Notices to be effective must be made in writing and served in the following manner:

- (a) If given by the Employer it must be served either by personal service or registered mail upon the President or the Secretary of the Union.
- (b) If given by the Union it must be served either by personal service or registered mail upon the Employer.
- (c) It must be served upon the President or Secretary of the Union, or upon the Employer, sixty (60) days prior to the expiry of the Collective Agreement. Upon the receipt of such notice by either party, negotiations to conclude an agreement shall commence within twenty (20) days following such notice.
- (d) Failure to serve such notice in the aforementioned manner will render the notice null and void.

ARTICLE 33 - BENEFIT AND BINDING

33.01 Both parties agree to adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.

33.02 This Agreement and everything contained herein will enure to the benefit of and be binding upon the parties hereto, their successors and assigns, respectively.

ARTICLE 34 - RETROACTIVITY

34.01 Wages for all employees shall be retroactive to April 1, 2015, 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 retroactivity upon giving the employer written notice within 30 days of the signing of this Agreement.

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

Dated at Waterville, Kings County, this 11th day of February, A.D., 2020.

Signed, Sealed and Delivered in the Presence of:

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

M. A. ...

Judith ...

Alicia ...

[Signature]

[Signature]

Wages (Economic Adjustments)

(except those whose rates of pay continue to be red circled as a result of the matching exercise that took place in 2007 or otherwise)

For those agreements that expired on March 31, 2015:

- i. Increase of 1% to all rates on April 1, 2017
- ii. Increase 1.5% to all rates on April 1, 2018
- iii. Increase 0.5% to all rates on March 31, 2019
- iv. Increase 1.5% to all rates on April 1, 2019
- v. Increase 0.5% to all rates on March 31, 2020
- vi. Increase 1.5% to all rates on April 1, 2020
- vii. Increase 0.5% to all rates on March 31, 2021

The hourly rate for Kings Regional Rehabilitation Centre & Local 1472 is determined by dividing the applicable annual amount by 1950 hours.

APPENDIX "A" – Salary Scales
April 1, 2015 – April 1, 2018

**Note: All hourly rates are based on 1950 hours.
 Only wages are retroactive.**

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Utility Worker	Probationary Rate	\$16.3318	\$31,847	\$16.3318	\$31,847	\$16.3318	\$31,847	\$16.4951	\$32,166	\$16.7425	\$32,648
	Regular Rate	\$16.6095	\$32,388	\$16.6095	\$32,388	\$16.6095	\$32,388	\$16.7756	\$32,712	\$17.0272	\$33,203
Staff Cook	Probationary Rate	\$20.6142	\$40,198	\$20.6142	\$40,198	\$20.6142	\$40,198	\$20.8203	\$40,600	\$21.1326	\$41,209
	Regular Rate	\$20.9647	\$40,881	\$20.9647	\$40,881	\$20.9647	\$40,881	\$21.1743	\$41,290	\$21.4919	\$41,909
Journeyman Cook	Probationary Rate	\$22.5277	\$43,929	\$22.5277	\$43,929	\$22.5277	\$43,929	\$22.7530	\$44,368	\$23.0943	\$45,034
	Regular Rate	\$22.9107	\$44,676	\$22.9107	\$44,676	\$22.9107	\$44,676	\$23.1398	\$45,123	\$23.4869	\$45,799
Maintenance - Non Trade	Probationary Rate	\$21.2039	\$41,348	\$21.2039	\$41,348	\$21.2039	\$41,348	\$21.4159	\$41,761	\$21.7371	\$42,388
	Regular Rate	\$21.5644	\$42,051	\$21.5644	\$42,051	\$21.5644	\$42,051	\$21.7800	\$42,471	\$22.1067	\$43,108
Engine Operator	Probationary Rate	\$23.7490	\$46,311	\$23.7490	\$46,311	\$23.7490	\$46,311	\$23.9865	\$46,774	\$24.3463	\$47,475
	Regular Rate	\$24.1527	\$47,098	\$24.1527	\$47,098	\$24.1527	\$47,098	\$24.3942	\$47,569	\$24.7601	\$48,282

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Foreman	Probationary Rate	\$24.6990	\$48,163	\$24.6990	\$48,163	\$24.6990	\$48,163	\$24.9460	\$48,644	\$25.3202	\$49,374
	Regular Rate	\$25.1188	\$48,981	\$25.1188	\$48,981	\$25.1188	\$48,981	\$25.3700	\$49,471	\$25.7506	\$50,213
Food Services Supervisor	Probationary Rate	\$18.1692	\$35,430	\$18.1692	\$35,430	\$18.1692	\$35,430	\$18.3509	\$35,784	\$18.6262	\$36,321
	Regular Rate	\$18.4780	\$36,032	\$18.4780	\$36,032	\$18.4780	\$36,032	\$18.6628	\$36,392	\$18.9427	\$36,938
Industrial Therapist I	Probationary Rate	\$20.3803	\$39,742	\$20.3803	\$39,742	\$20.3803	\$39,742	\$20.5841	\$40,139	\$20.8929	\$40,741
	Regular Rate	\$20.7267	\$40,417	\$20.7267	\$40,417	\$20.7267	\$40,417	\$20.9340	\$40,821	\$21.2480	\$41,434
Residential Rehab Worker	Probationary Rate	\$19.8917	\$38,789	\$19.8917	\$38,789	\$19.8917	\$38,789	\$20.0906	\$39,177	\$20.3920	\$39,764
	Regular Rate	\$20.2299	\$39,448	\$20.2299	\$39,448	\$20.2299	\$39,448	\$20.4322	\$39,843	\$20.7387	\$40,440
Residential Counsellor 4 (Casual) (Casual)	Regular Rate	\$15.3550	\$29,942	\$15.3550	\$29,942	\$15.3550	\$29,942	\$15.5086	\$30,242	\$15.7412	\$30,695

NOTE: All hourly rates are based on 1950 hours.

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Youth Worker 1	Probationary Rate	\$20.9627	\$40,877	\$20.9627	\$40,877	\$20.9627	\$40,877	\$21.1723	\$41,286	\$21.4899	\$41,905
	Regular Rate	\$21.3191	\$41,572	\$21.3191	\$41,572	\$21.3191	\$41,572	\$21.5323	\$41,988	\$21.8553	\$42,618
<i>Classifications working at Rainforth, Berwick, Cambridge and Newton House working with adults and children will be LPN's, RRW's and DW's.</i>	After 1 Year:	\$22.2307	\$43,350	\$22.2307	\$43,350	\$22.2307	\$43,350	\$22.4530	\$43,783	\$22.7898	\$44,440
	After 2 Years:	\$24.0731	\$46,943	\$24.0731	\$46,943	\$24.0731	\$46,943	\$24.3138	\$47,412	\$24.6785	\$48,123
	After 3 Years:	\$25.1333	\$49,010	\$25.1333	\$49,010	\$25.1333	\$49,010	\$25.3846	\$49,500	\$25.7654	\$50,243
<i>Youth Workers 1 and 2 who also work in the Centre will be paid at the applicable rate of the classification in the Centre for hours worked in the Centre.</i>	After 4 Years:	\$26.1014	\$50,898	\$26.1014	\$50,898	\$26.1014	\$50,898	\$26.3624	\$51,407	\$26.7578	\$52,178
	After 5 Years:	\$27.2071	\$53,054	\$27.2071	\$53,054	\$27.2071	\$53,054	\$27.4792	\$53,584	\$27.8914	\$54,388
	After 6 Years	\$28.3121	\$55,209	\$28.3121	\$55,209	\$28.3121	\$55,209	\$28.5952	\$55,761	\$29.0241	\$56,597

NOTE: All hourly rates are based on 1950 hours.

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Youth Worker 2	Probationary Rate	\$19.8913	\$38,788	\$19.8913	\$38,788	\$19.8913	\$38,788	\$20.0902	\$39,176	\$20.3916	\$39,763
	Regular Rate	\$20.2294	\$39,447	\$20.2294	\$39,447	\$20.2294	\$39,447	\$20.4317	\$39,842	\$20.7382	\$40,439
<i>Classifications working at Rainforth, Berwick, Cambridge and Newton House working with adults and children will be LPN's, RRW's and DW's.</i>	After 1 Year:	\$20.3252	\$39,634	\$20.3252	\$39,634	\$20.3252	\$39,634	\$20.5285	\$40,030	\$20.8364	\$40,631
	After 2 Years:	\$21.2104	\$41,360	\$21.2104	\$41,360	\$21.2104	\$41,360	\$21.4225	\$41,774	\$21.7438	\$42,401
	After 3 Years:	\$22.0945	\$43,084	\$22.0945	\$43,084	\$22.0945	\$43,084	\$22.3154	\$43,515	\$22.6501	\$44,168
<i>Youth Workers 2 who also work in the Centre will be paid at the applicable rate of the classification in the Centre for hours worked in the Centre.</i>	After 4 Years:	\$22.9791	\$44,809	\$22.9791	\$44,809	\$22.9791	\$44,809	\$23.2089	\$45,257	\$23.5570	\$45,936
	After 5 Years:	\$23.8993	\$46,604	\$23.8993	\$46,604	\$23.8993	\$46,604	\$24.1383	\$47,070	\$24.5004	\$47,776
	After 6 Years:	\$25.0474	\$48,842	\$25.0474	\$48,842	\$25.0474	\$48,842	\$25.2979	\$49,331	\$25.6774	\$50,071

NOTE: All hourly rates are based on 1950 hours.

				% Increase: 0.00%		% Increase: 0.00%		% Increase: 1.00%		% Increase: 1.50%	
Classification		Expired Hourly Rate	Expired Approx. Annual Rate	Apr.01-15 Hourly Rate	Apr.01-15 Approx. Annual Rate	Apr.01-16 Hourly Rate	Apr.01-16 Approx. Annual Rate	Apr.01-17 Hourly Rate	Apr.01-17 Approx. Annual Rate	Apr.01-18 Hourly Rate	Apr.01-18 Approx. Annual Rate
Licensed Practical Nurse	Start:	\$23.5921	\$46,004	\$23.5921	\$46,004	\$23.5921	\$46,004	\$23.8280	\$46,465	\$24.1854	\$47,162
Developmental Worker**	After 1 Year:	\$24.1323	\$47,058	\$24.1323	\$47,058	\$24.1323	\$47,058	\$24.3736	\$47,529	\$24.7392	\$48,241
	After 2 Years:	\$24.6539	\$48,075	\$24.6539	\$48,075	\$24.6539	\$48,075	\$24.9004	\$48,556	\$25.2739	\$49,284
	After 3 Years:	\$25.3373	\$49,408	\$25.3373	\$49,408	\$25.3373	\$49,408	\$25.5907	\$49,902	\$25.9746	\$50,650

**** The wage rates for this classification for the life of this Collective Agreement reflects the unique historical relationship between the wage rate for the job title above and the wage rate of the LPNs at this particular Employer under the expired collective agreement.**

NOTE: All hourly rates are based on 1950 hours.

**APPENDIX "A" – Salary Scales
March 31, 2019 – March 31, 2021**

**Note: All hourly rates are based on 1950 hours.
Only wages are retroactive.**

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Utility Worker	Probationary Rate	\$16.8262	\$32,811	\$17.0786	\$33,303	\$17.1640	\$33,470	\$17.4215	\$33,972	\$17.5086	\$34,142
	Regular Rate	\$17.1123	\$33,369	\$17.3690	\$33,870	\$17.4558	\$34,039	\$17.7176	\$34,549	\$17.8062	\$34,722
Staff Cook	Probationary Rate	\$21.2383	\$41,415	\$21.5569	\$42,036	\$21.6647	\$42,246	\$21.9897	\$42,880	\$22.0996	\$43,094
	Regular Rate	\$21.5994	\$42,119	\$21.9234	\$42,751	\$22.0330	\$42,964	\$22.3635	\$43,609	\$22.4753	\$43,827
Journeyman Cook	Probationary Rate	\$23.2098	\$45,259	\$23.5579	\$45,938	\$23.6757	\$46,168	\$24.0308	\$46,860	\$24.1510	\$47,094
	Regular Rate	\$23.6043	\$46,028	\$23.9584	\$46,719	\$24.0782	\$46,952	\$24.4394	\$47,657	\$24.5616	\$47,895
Maintenance - Non Trade	Probationary Rate	\$21.8458	\$42,599	\$22.1735	\$43,238	\$22.2844	\$43,455	\$22.6187	\$44,106	\$22.7318	\$44,327
	Regular Rate	\$22.2172	\$43,324	\$22.5505	\$43,974	\$22.6633	\$44,193	\$23.0032	\$44,856	\$23.1182	\$45,081
Engine Operator	Probationary Rate	\$24.4680	\$47,713	\$24.8350	\$48,428	\$24.9592	\$48,670	\$25.3336	\$49,401	\$25.4603	\$49,648
	Regular Rate	\$24.8839	\$48,524	\$25.2572	\$49,252	\$25.3835	\$49,498	\$25.7643	\$50,240	\$25.8931	\$50,492

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Foreman	Probationary Rate	\$25.4468	\$49,621	\$25.8285	\$50,365	\$25.9576	\$50,617	\$26.3470	\$51,376	\$26.4787	\$51,633
	Regular Rate	\$25.8794	\$50,464	\$26.2676	\$51,221	\$26.3989	\$51,477	\$26.7949	\$52,249	\$26.9289	\$52,511
Food Services Supervisor	Probationary Rate	\$18.7193	\$36,503	\$19.0001	\$37,050	\$19.0951	\$37,235	\$19.3815	\$37,794	\$19.4784	\$37,983
	Regular Rate	\$19.0374	\$37,123	\$19.3230	\$37,680	\$19.4196	\$37,868	\$19.7109	\$38,436	\$19.8095	\$38,629
Industrial Therapist I	Probationary Rate	\$20.9974	\$40,945	\$21.3124	\$41,559	\$21.4190	\$41,767	\$21.7403	\$42,393	\$21.8490	\$42,605
	Regular Rate	\$21.3542	\$41,641	\$21.6745	\$42,265	\$21.7829	\$42,477	\$22.1096	\$43,114	\$22.2201	\$43,329
Residential Rehab Worker	Probationary Rate	\$20.4940	\$39,963	\$20.8014	\$40,563	\$20.9054	\$40,765	\$21.2190	\$41,377	\$21.3251	\$41,584
	Regular Rate	\$20.8424	\$40,643	\$21.1550	\$41,252	\$21.2608	\$41,458	\$21.5797	\$42,080	\$21.6876	\$42,291
Residential Counsellor 4 (Casual) (Casual)	Regular Rate	\$15.8199	\$30,849	\$16.0572	\$31,312	\$16.1375	\$31,468	\$16.3796	\$31,940	\$16.4615	\$32,100

NOTE: All hourly rates are based on 1950 hours.

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Youth Worker 1	Probationary Rate	\$21.5973	\$42,115	\$21.9213	\$42,747	\$22.0309	\$42,960	\$22.3614	\$43,605	\$22.4732	\$43,823
	Regular Rate	\$21.9646	\$42,831	\$22.2941	\$43,473	\$22.4056	\$43,691	\$22.7417	\$44,346	\$22.8554	\$44,568
<i>Classifications working at Rainforth, Berwick, Cambridge and Newton House working with adults and children will be LPN's, RRW's and DW's.</i>	After 1 Year:	\$22.9037	\$44,662	\$23.2473	\$45,332	\$23.3635	\$45,559	\$23.7140	\$46,242	\$23.8326	\$46,474
	After 2 Years:	\$24.8019	\$48,364	\$25.1739	\$49,089	\$25.2998	\$49,335	\$25.6793	\$50,075	\$25.8077	\$50,325
	After 3 Years:	\$25.8942	\$50,494	\$26.2826	\$51,251	\$26.4140	\$51,507	\$26.8102	\$52,280	\$26.9443	\$52,541
<i>Youth Workers 1 and 2 who also work in the Centre will be paid at the applicable rate of the classification in the Centre for hours worked in the Centre.</i>	After 4 Years:	\$26.8916	\$52,439	\$27.2950	\$53,225	\$27.4315	\$53,491	\$27.8430	\$54,294	\$27.9822	\$54,565
	After 5 Years:	\$28.0309	\$54,660	\$28.4514	\$55,480	\$28.5937	\$55,757	\$29.0226	\$56,594	\$29.1677	\$56,877
	After 6 Years	\$29.1692	\$56,880	\$29.6067	\$57,733	\$29.7547	\$58,022	\$30.2010	\$58,892	\$30.3520	\$59,187

NOTE: All hourly rates are based on 1950 hours.

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Youth Worker 2	Probationary Rate	\$20.4936	\$39,962	\$20.8010	\$40,562	\$20.9050	\$40,765	\$21.2186	\$41,376	\$21.3247	\$41,583
	Regular Rate	\$20.8419	\$40,642	\$21.1545	\$41,251	\$21.2603	\$41,458	\$21.5792	\$42,079	\$21.6871	\$42,290
<i>Classifications working at Rainforth, Berwick, Cambridge and Newton House working with adults and children will be LPN's, RRW's and DW's.</i>	After 1 Year:	\$20.9406	\$40,834	\$21.2547	\$41,447	\$21.3610	\$41,654	\$21.6814	\$42,279	\$21.7898	\$42,490
	After 2 Years:	\$21.8525	\$42,613	\$22.1803	\$43,252	\$22.2912	\$43,468	\$22.6256	\$44,120	\$22.7387	\$44,341
	After 3 Years:	\$22.7634	\$44,389	\$23.1049	\$45,054	\$23.2204	\$45,280	\$23.5687	\$45,959	\$23.6865	\$46,189
<i>Youth Workers 2 who also work in the Centre will be paid at the applicable rate of the classification in the Centre for hours worked in the Centre.</i>	After 4 Years:	\$23.6748	\$46,166	\$24.0299	\$46,858	\$24.1500	\$47,093	\$24.5123	\$47,799	\$24.6349	\$48,038
	After 5 Years:	\$24.6229	\$48,015	\$24.9922	\$48,735	\$25.1172	\$48,979	\$25.4940	\$49,713	\$25.6215	\$49,962
	After 6 Years	\$25.8058	\$50,321	\$26.1929	\$51,076	\$26.3239	\$51,331	\$26.7188	\$52,101	\$26.8524	\$52,362

NOTE: All hourly rates are based on 1950 hours.

		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%		% Increase: 1.50%		% Increase: 0.50%	
Classification		Mar.31-19 Hourly Rate	Mar.31-19 Approx. Annual Rate	Apr.01-19 Hourly Rate	Apr.01-19 Approx. Annual Rate	Mar.31-20 Hourly Rate	Mar.31-20 Approx. Annual Rate	Apr.01-20 Hourly Rate	Apr.01-20 Approx. Annual Rate	Mar.31-21 Hourly Rate	Mar.31-21 Approx. Annual Rate
Licensed Practical Nurse	Start:	\$24.3063	\$47,397	\$24.6709	\$48,108	\$24.7943	\$48,349	\$25.1662	\$49,074	\$25.2920	\$49,319
Developmental Worker**	After 1 Year:	\$24.8629	\$48,483	\$25.2358	\$49,210	\$25.3620	\$49,456	\$25.7424	\$50,198	\$25.8711	\$50,449
	After 2 Years:	\$25.4003	\$49,531	\$25.7813	\$50,274	\$25.9102	\$50,525	\$26.2989	\$51,283	\$26.4304	\$51,539
	After 3 Years:	\$26.1045	\$50,904	\$26.4961	\$51,667	\$26.6286	\$51,925	\$27.0280	\$52,704	\$27.1631	\$52,968

**** The wage rates for this classification for the life of this Collective Agreement reflects the unique historical relationship between the wage rate for the job title above and the wage rate of the LPNs at this particular Employer under the expired collective agreement.**

NOTE: All hourly rates are based on 1950 hours.

APPENDIX “B” – LPN Practice Premium

LPN Practice premiums are offered to qualified LPN's. These premiums are intended to recognize and encourage practice activities.

The first payment for this LPN practice premium will be on June 15th, 2021

To be eligible for a premium for a twelve (12) month period commencing April 1, 2020, and April 1st of each year thereafter, an LPN must earn seventy (70) points by participating in Employer approved activities.

This premium shall be paid in full in a lump sum commencing on June 15th, 2021 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 2021 and by May each year thereafter. The premium shall be effective following proof for the twelve (12) month period from April 1, 2020 to March 31, 2021 and from April 1 to the following March 31 thereafter.

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

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

EXPLANATION OF LPN PRACTICE PREMIUM CATEGORIES

POINTS CLAIMED MUST COME FROM A MINIMUM OF TWO CATEGORIES

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

A. CERTIFICATION IN A SPECIALTY (40 POINTS)

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

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

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

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

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

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

D. COURSE, WORKSHOP or CONFERENCE in a GENERAL or SPECIALTY SKILL/THEORY or PROFESSIONAL or 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.

MEMORANDUM OF AGREEMENT #1

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

Re: Use of Vehicle - Small Options

The parties agree that the matter of compensation for use of an employee's vehicle as well as issues of costs of cleaning where required as the result of the vehicle being soiled by a resident or the cost of increased insurance as a result of the need to use the vehicle on Centre business will be addressed by the Union/Management Consultation Committee.

It is understood that the Centre vehicle, when available, may be the primary means of transportation. Employees may be requested to use their own vehicle. The Employer shall schedule a Consultation Committee meeting to address this topic.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the

13 day of August 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

[Signature]
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**MEMORANDUM OF AGREEMENT # 2
(Re: Small Options Facilities)**

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The parties agree that small options facilities require certain fundamental changes in the working conditions of employees staffing those facilities. It is recognized that as a result of the minimal number of staff on duty at any given time, opportunity to have meal and break periods away from the work site do not exist. Furthermore, although employees are entitled to such breaks, a strict supervision of start and stop times will not be possible.

The parties specifically agree as follows:

1. Employees of small options facilities may be requested to use their own personal vehicle for community outings and other such related activities. Reimbursement for this shall be at the rate presently in effect for employees of the Kings Regional Rehabilitation Centre. The Employer shall set procedures to regulate the rules and responsibilities of employees during such outings.
2. Grandparenting:

Employees Gibson, Mailman, and Whyte are not qualified according to the Provincial Standards for Child Caring Facilities which presently apply to the Employer's children's homes. Those employees have received letters of appointment to regular positions in accordance with their designations and will receive the benefit of the Collective Agreement as regular employees including the wage scale.
3. Rotations shall be developed in such a way as to provide full-time employees with 1950 hours of work per year. This is, 7.5 hour shifts, 9.5 hour shifts and 11.25 hour shifts shall be scheduled in such a way as to average 75 hours bi-weekly for regular full-time employees. The benefits of the Collective Agreement shall continue to accrue at a pro-rated basis for employees working 9.5 and 11.25 hour shifts.
4. Where a community outing involves an overnight stay on the part of the Counsellor, such time in addition to the regular daily shift shall be compensated at the regular hourly rate or time in lieu.

5. It is understood that the provisions of Article 7.02 (vii) shall not apply. This is, sixteen (16) hours between regular shifts shall not be required.
6. In addition to the Collective Agreement items specified above other Collective Agreement articles affected by this arrangement are as follows:

Article 7.01 (a) - the normal hours of work for all regular full-time employees shall not be more than 7.5 hours per day (9.5 hours, or 11.25 hours), and average 75 hours for a two (2) week period. A lunch period as such may not be specifically possible on each shift. However, it is understood that employees are entitled to a meal break and to the greatest extent possible should organize their work day to allow for such breaks. The duration of meal breaks shall average 30 minutes for 7.5 and 9.5 hour shifts and 45 minutes for 11.25 hour shifts. The Employer shall provide the above mentioned meal.

Article 7.01 (c) - Where fundamental changes are to occur to the rotations as much advance notice of the change as is reasonably possible shall be provided by the Employer to those employees affected.

Article 7.03 - No application

Article 7.04 - Time worked in excess of the regular scheduled shift (7.5, 9.5, 11.25) or in excess of the average of the regular scheduled 75 hours bi-weekly will be compensated for by the Employer granting to the employee, pay at the rate of time and one-half (1 1/2 x) for overtime hours worked. An employee shall be paid at the rate of two (2 x) times the straight time rate for all hours worked in excess of four (4) hours beyond the regular scheduled shift in any one day.

Article 7.04 (ii) - An employee who is required to work more than their regular scheduled shift and where such assignment requires the employee to work through a usual meal period (7:00 a.m. - 8:00 a.m., 12:00 a.m. - 1:00 p.m., 6:00 p.m. - 7:00 p.m.) the employee shall be entitled to a meal at the small options facility at the Employer's expense.

Article 9.05 - In scheduling vacation periods, the senior employee per classification shall have preference as far as it is consistent with the efficient operation of the small option facilities.

Article 12.01 (viii) - For the purposes of layoff and recall, these rights are bargaining unit wide.

Article 18.02 - The Employer shall be responsible for providing employees of small options facilities with the informational material placed by the Employer on bulletin boards within the facility.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 15th day of June, 2020.

BOARD OF MANAGEMENT OF KINGS REGIONAL REHABILITATION CENTRE

LOCAL UNION 1472, CANADIAN UNION OF PUBLIC EMPLOYEES

H. A. ...
...
...

...
...

MEMORANDUM OF AGREEMENT # 3

(Re: Hours of Work – Food Services)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

With respect to Article 7.01 (a) the parties agree that for employees working the twelve (12) hour shift rotation, the normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a two (2) month period.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
12 day of *May*, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

M. Salzman
Judy Coleman
Li Sun

[Signature]
[Signature]

MEMORANDUM OF AGREEMENT # 4

(Re: Food Services)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties hereto agree to a twelve (12) hour shift rotation for Food Services workers employed at Kings Regional Rehabilitation Centre. The Collective Agreement shall be modified as outlined herein for such designated employees working the twelve (12) hour shift. These clauses shall replace their numbered equivalents in the body of the Collective Agreement. All other provisions of the Collective Agreement shall apply.

ARTICLE 7 – STANDARD DAILY AND WEEKLY HOURS

- 7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of daily shifts as follows:
- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
 - (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen (15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.
- (b) This Article does not apply to employees working the twelve (12) hour shift.
- (c) This Article does not apply to employees working the twelve (12) hour shift.

7.02 Working Schedules

- (a) Employees shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts between days off or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.
- (d) The Employer shall provide each employee at least one (1) in every three (3) weekends off.
- (e) This Article does not apply to employees working the twelve (12) hour shift.
- (g) The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 This Article does not apply to employees working the twelve (12) hour shift.

7.04 Overtime

- (a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours in a scheduled two (2) week period, will be compensated for by the Employer granting, to the employee, pay at the rate of time and one-half (1.5 x) for the overtime worked. An employee shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in any one day.
- (b) This Article does not apply to employees working the twelve (12) hour shift.

7.05 Shift Premium

This Article does not apply to employees working the twelve (12) hour shift.

8.02 If an employee's normal work day is on a holiday, he will be compensated by being paid time and one-half (1.5 x) for all hours worked and at his/her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If an employee is called to work on a holiday which is on his normal day off, he shall be compensated by receiving seven and one-half (7.5) hours off at a later date in

lieu of the holiday plus two times (2 x) straight time for all hours worked, provided that if notice has been given seventy-two (72) hours prior to the holiday, he will be paid one and one-half (1.5 x) for all hours worked.

- 8.05 Employees shall accrue holiday benefits on a proportionate basis to regular hours paid in a year. No reduction of benefit accrual shall occur to an employee who receives in excess of seventeen hundred eighty-five (1785) regular hours paid in a year. The calendar year of January 1st to December 31st shall be the year for the purposes of this Article.

ARTICLE 9 – VACATIONS

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All employees who less than five (5) years shall receive three (3) weeks (i.e. 112.5 hours) vacation with pay annually.
- 9.03 (a) All employees who have completed five (5) years of service shall receive three (3) weeks vacation, i.e. (112.5 hours) plus one additional day, i.e. (7.5 hours) of vacation for each year of service over five (5) years to a maximum of four (4) weeks (i.e. 150 hours) vacation.
- (b) All employees who have completed seven (7) years of service shall receive four (4) weeks (i.e. 150 hours) vacation.
- (c) After fifteen (15) years of service, an employee shall receive five (5) weeks (i.e. 187.5 hours) vacation.
- 9.04 This Article does not apply to employees working the twelve (12) hour shift.
- 9.11 Employees shall accrue vacation benefits on a proportionate basis to regular hours paid in a year. No reduction of benefit accrual shall occur to an employee who receives in excess of seventeen hundred eighty-five (1785) regular hours paid in a year. The period from a May 1st to April 30th shall be the year for the purposes of this Article.

ARTICLE 10 – SICK LEAVE AND COMPENSATION

- 10.01 (a) As per the Collective Agreement.
- (b) All employees covered by this Agreement, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125)

working hours. Days absent from work on sick leave will be deducted from the accumulated total.

29.02 LTD Program

As per the Collective Agreement.

- (f) Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless one party give to the other party sixty (60) calendar days notice of its intention to terminate the Agreement. After such sixty (60) days notice, this Agreement shall become null and void and the provisions established in the Collective Agreement shall apply.

The parties further agree that, during the sixty (60) day notification period, the parties will meet to discuss the reasons for termination of this Memorandum of Agreement and to determine if other mutually acceptable arrangements can be made.

IN WITNESS WHEREOF the parties hereunto have executed this Agreement as of the

1 day of Feb, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

[Signature]
[Signature]
[Signature]

[Signature]
[Signature]

MEMORANDUM OF AGREEMENT # 5

(Re: Casual Employees)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The parties agree that within 90 days of signing of the collective agreement the Union and the Employer agree to form a committee to develop new terms and conditions of employment for casual employees, which shall alter the present Collective Agreement language in the following manner.

1. The committee shall review all present schedules to determine whether casual employees are regularly being posted to fill shifts where there is not an incumbent full time or part time bargaining unit member on leave. Where it is determined that a regular full time or regular part time vacancy exists, any such vacancies shall be filled in accordance with the job posting language of the Collective Agreement.
2. The committee shall review the service of all casual employees for the purposes of establishing a casual seniority list. This casual seniority list shall be established in addition to the seniority list for full time and part time employees. The casual seniority list shall only be used to determine preference or priority among casual employees for the purposes of job postings.

3. The casual seniority list shall be established on a go forward basis but all past service of casual employees shall be considered for the purpose of establishing this list.

4. The committee shall have at any time the ability to require the services of their respective NSAHO representatives or CUPE National Representatives throughout this process.

Note: The parties fulfilled the requirements of this Memorandum of Agreement during bargaining for this Collective Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
13 day of *May*, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

<i>Tom L...</i> _____	<i>[Signature]</i> _____
<i>[Signature]</i> _____	<i>[Signature]</i> _____
<i>[Signature]</i> _____	_____
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MEMORANDUM OF AGREEMENT # 6**(Re: Operating Engineers – 12 Hour Shifts)**

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties hereto agree to a twelve (12) hour shift rotation for Operating Engineers. The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent required to implement the twelve (12) hour shifts. The Collective Agreement shall be modified as outlined herein for designated employees working the twelve (12) hour shift. These clauses shall replace their numbered equivalents in the body of the Collective Agreement.

ARTICLE 2 – INTERPRETATION

2.05 (c) This Article does not apply to the twelve (12) hour shift employees.

ARTICLE 7 – STANDARD DAILY AND WEEKLY HOURS

7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of daily shifts as follows:

- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
- (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen (15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.

(b) Article 7.01 (b) of the Collective Agreement does not apply to employees working the twelve (12) hour shift.

(d) Week-ends off shall be in accordance with the rotation.

7.02 Working Schedules

(a) Employees shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts between days off or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.

(d) The Employer shall provide weekends off in accordance with the rotation agreed to between the Union and the Employer.

(e) Article 7.02 (e) of the Collective Agreement does not apply to employees working the twelve (12) hour shift.

(f) Article 7.02 (f) of the Collective Agreement does not apply to employees working the twelve (12) hour shift.

(g) Article 7.02 (f) of the Collective Agreement does not apply to employees working the twelve (12) hour shift.

The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 Article 7.03 does not apply to employees working twelve (12) hour shifts.

7.04 Overtime

(a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours as averaged over a rotation applicable to twelve (12) hour shifts, will be compensated for by the Employer granting, to the employee, pay at the rate of time and one-half (1.5 x) for the overtime worked. An employee shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in any one day.

(b) An employee who is required to work more than fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Centre cafeteria.

(g) A casual engine operator shall only be entitled to overtime when the employee works in excess of the hours specific Article 7.04 (a).

ARTICLE 8 - HOLIDAYS

8.01 All employees covered by this Agreement shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

For greater clarity each of these holidays is a 7.5 hour day.

8.02 If an employee's normal work day is on a holiday, he will be compensated by being paid time and one-half (1.5 x) for all hours worked and at his/her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If an employee is called to work on a holiday which is on his normal day off, he shall be compensated by receiving seven and one-half (7.5) hours off at a later date in lieu of the holiday plus two times (2 x) straight time for all hours worked. However, if notice has been given seventy-two (72) hours prior to the holiday, he will be paid one and one-half (1.5 x) for all hours worked.

8.05 Employees shall accrue holiday benefits on a proportionate basis to regular hours paid in a year. No reduction of benefit accrual shall occur to an employee who receives in excess of seventeen hundred eighty-five (1785) regular hours paid in a year. The calendar year of January 1st to December 31st shall be the year for the purposes of this Article.

ARTICLE 9 - VACATION

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All employees who have less than five (5) years shall receive one hundred twelve point five (112.5) hours (three (3) weeks) vacation with pay annually.
- 9.03 (a) All employees who have completed five (5) years of service shall receive one hundred twelve point five (112.5) hours (three (3) weeks) of vacation plus seven and one-half (7.5) additional hours (one (1) day) of vacation for each year of service over five (5) years of service to a maximum of 150 hours (four (4) weeks) of vacation.
- (b) All employees who have completed seven (7) years of service shall receive one hundred fifty (150) hours (four (4) weeks) vacation.
- (c) After fifteen (15) years of service an employee shall receive one hundred eighty seven point fifty (187.50) hours (five (5) weeks) vacation.
- 9.04 This Article does not apply to engine operators.
- 9.11 Article 9.11 does not apply to twelve (12) hour shift employees.

ARTICLE 10 – SICK LEAVE AND COMPENSATION

- 10.01 (b) Engine Operators covered by this Memorandum of Agreement, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125) working hours. Days absent from work on sick leave will be deducted from the accumulated total.

30.02 LTD Program

- (f) Engine Operators on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum. If the

party in receipt of such notice requests a meeting, the party giving such notice will agree to meet and discuss the reasons for discontinuing the Memorandum of Agreement. In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the

10 day of May, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

M. Abraham

[Signature]

Judy Whiffen

[Signature]

[Signature]

MEMORANDUM OF AGREEMENT # 7

(Re: Licensed Practical Nurses – Twelve Hour Shifts - Gateways and Vista Units)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties agree that twelve (12) hour shifts will be implemented for Licensed Practical Nurses (LPNs) on Gateway and Vista Units in the Centre;

The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent necessary to implement twelve hour shifts.

The Parties agree that the clauses set out below will replace their numbered counterparts in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

For the purpose of this Agreement, all applicable leaves including sick leave, statutory holidays, vacation, etc., shall be seven point five (7.5) hour days.

ARTICLE 2 - INTERPRETATION

2.05 (c) This Article does not apply to the twelve (12) hour shift LPNs.

ARTICLE 7 - STANDARD DAILY AND WEEKLY HOURS

7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of shifts as follows:

- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
- (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen (15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the

fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.

- (b) Article 7.01 (b) of the Collective Agreement does not apply to LPNs.
- (d) Week-ends off shall be in accordance with the rotation.

7.02 Working Schedules

- (a) LPNs shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts between days off or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.
- (d) The Employer shall provide weekends off in accordance with the rotation agreed to between the Union and the Employer.
- (e) Article 7.02 (e) of the Collective Agreement does not apply to LPNs.
- (f) Article 7.02 (f) of the Collective Agreement does not apply to LPNs working the twelve (12) hour shift.
- (g) The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 Article 7.03 does not apply to LPNs working twelve (12) hour shifts.

7.04 Overtime

- (a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours as averaged over a rotation applicable to twelve (12) hour shifts, will be compensated for by the Employer granting, to the LPN, pay at the rate of time and one-half (1.5 x) for the overtime worked. An LPN shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in anyone day.
- (b) An LPN who is required to work more than fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Centre cafeteria.
- (g) A casual Licensed Practical Nurse shall only be entitled to overtime when the LPN works in excess of the hours specific Article 7.04 (a).

ARTICLE 8 - HOLIDAYS

(a) Full- Time LPNs

8.01 All full time LPNs covered by this Agreement shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Each holiday is a 7.5 hour day.

8.02 If a full time LPN's normal work day is on a holiday, she will be compensated by being paid time and one-half (1.5 x) for all hours worked and at her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If a full time LPN is called to work on a holiday which is on her normal day off, she shall be compensated by receiving seven and one-half (7.5) hours off at a later date in lieu of the holiday plus two times (2 x) straight time for all hours worked. However, if notice has been given seventy-two (72) hours prior to the holiday, she will be paid one and one-half (1.5 x) for all hours worked:

(b) Part Time LPNs

8.05 In lieu of the holidays listed in Article 8.01 part-time LPNs shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as requested by the employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the LPN. The accumulation of holiday credits shall not normally exceed a total of 22.5 hours banked. Where the accumulation of holiday credits is in excess of 22.5 hours, the Employer shall schedule or payout the hours in excess of the 22.5 hours.

Where the Part-Time LPN works on the holiday the compensation shall be as pay at the rate of time and one-half (1 ½) for the hours worked on the holiday. This provision is subject to Article 8.04.

If a Part-Time LPN is not scheduled to work on a holiday but is required by the Employer to work on a holiday with less than seventy-two (72) hours advance notice, the Part-Time LPN shall be paid at the rate of double time for the hours worked on the holiday.

ARTICLE 9 - VACATION

9.04 Licensed Practical Nurses' Vacation Entitlement

- (a) An L.P.N. with less than five (5) years service shall earn vacation at the rate of a day and one-quarter (1 ¼) / 9.375 hours for each month worked during the vacation year (3 weeks).
 - (b) An L.P.N. with five (5) years service but less than fifteen (15) years service shall earn vacation at the rate of one and two-thirds (1 2/3) days / 12.5 hours for each month during the vacation year (4 weeks).
 - (c) An L.P.N. with fifteen (15) years service shall earn vacation at the rate of two and one-twelfth (2 1/12) days / 15.6 hours for each month worked during the vacation year (5 weeks).
- 9.05 In scheduling of vacation periods, senior employees shall have preference as far as it is consistent with the efficient operation of the Centre. For the purpose of vacations only, seniority for choosing dates shall be on a departmental basis.
- 9.06 Subject to Article 8.04, if a paid holiday falls during the vacation of an LPN the LPN will receive the holiday off on that calendar day with no loss of vacation credit. The displaced vacation day shall not necessarily immediately follow the vacation of such LPN, but shall be taken at a mutually agreeable time.
- 9.07 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 9.08 The number of years worked for vacation calculation shall be determined by the employee's date of hire.
- 9.09 The Employer will continue its practice of attempting to secure temporary or casual help during vacation periods.
- 9.10 An LPN who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.

- 9.11 LPNs shall accrue vacation benefits on a proportionate basis to regular hours paid in the year. No reduction of benefit accrual shall occur to an LPN who receives in excess of two hundred thirty-eight (238) regular days / 1785 hours paid in a year.

ARTICLE 10 - SICK LEAVE AND COMPENSATION

- 10.01 (b) Licensed Practical Nurses covered by this Memorandum of Agreement, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125) working hours. Days absent from work on sick leave will be deducted from the accumulated total.

30.02 LTD Program

- (f) Licensed Practical Nurses on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the LPN not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum. If the party in receipt of such notice requests a meeting, the party giving such notice will agree to meet and discuss the reasons for discontinuing the Memorandum of Agreement. In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as the
day of *June*, 2020.

BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE

LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES

[Handwritten signature] _____

Union _____
[Handwritten signature] _____

MEMORANDUM OF AGREEMENT # 8

(Re: Residential Rehabilitation Workers (“RRWs”) – Twelve Hour Shift - Vista Unit)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties agree that twelve (12) hour shifts will be implemented for Residential Rehabilitation Workers (RRWs) on the Vista Unit in the Centre;

The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent necessary to implement twelve hour shifts.

The Parties agree that the clauses set out below will replace their numbered counterparts in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

For the purpose of this Agreement, all applicable leaves including sick leave, statutory holidays, vacation, etc., shall be seven point five (7.5) hour days.

ARTICLE 2 - INTERPRETATION

2.05 (c) This Article does not apply to the twelve (12) hour shift RRWs.

ARTICLE 7 - STANDARD DAILY AND WEEKLY HOURS

7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of shifts as follows:

- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
- (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen

(15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.

- (b) Article 7.01 (b) of the Collective Agreement does not apply to RRWs.
- (c) Week-ends off shall be in accordance with the rotation.

7.02 Working Schedules

- (a) RRWs shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts between days off or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.
- (d) The Employer shall provide weekends off in accordance with the rotation agreed to between the Union and the Employer.
- (e) Article 7.02 (e) of the Collective Agreement does not apply to RRWs.
- (f) Article 7.02 (f) of the Collective Agreement does not apply to RRWs working the twelve (12) hour shift.
- (g) The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 Article 7.03 does not apply to RRWs working twelve (12) hour shifts.

7.04 Overtime

- (a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours as averaged over a rotation applicable to twelve (12) hour shifts, will be compensated for by the Employer granting, to the RRW, pay at the rate of time and one-half (1.5 x) for the overtime worked. An RRW shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in any one day.
- (b) An RRW who is required to work more than fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Centre cafeteria.
- (g) A casual RRW shall only be entitled to overtime when the RRW works in excess of the hours specific Article 7.04 (a).

ARTICLE 8 - HOLIDAYS

(a) Full-Time RRWs

8.01 All full time RRWs covered by this Agreement shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Each holiday is a 7.5 hour day.

8.02 If a full time RRW's normal work day is on a holiday, she will be compensated by being paid time and one-half (1.5 x) for all hours worked and at her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If a full time RRW is called to work on a holiday which is on her normal day off, she shall be compensated by receiving seven and one-half (7.5) hours off at a later date in lieu of the holiday plus two times (2 x) straight time for all hours worked. However, if notice has been given seventy-two (72) hours prior to the holiday, she will be paid one and one-half (1.5 x) for all hours worked.

(b) Part Time RRWs

8.05 In lieu of the holidays listed in Article 8.01 part-time RRWs shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as requested by the RRW. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the RRW. The accumulation of holiday credits shall not normally exceed a total of 22.5 hours banked. Where the accumulation of holiday credits is in excess of 22.5 hours, the Employer shall schedule or payout the hours in excess of the 22.5 hours.

Where the Part-Time RRW works on the holiday the compensation shall be as pay at the rate of time and one-half (1 ½) for the hours worked on the holiday. This provision is subject to Article 8.04.

If a Part-Time RRW is not scheduled to work on a holiday but is required by the Employer to work on a holiday with less than seventy-two (72) hours advance notice, the Part-Time RRW shall be paid at the rate of double time for the hours worked on the holiday.

ARTICLE 9 - VACATION

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All RRWs who have less than five (5) years shall receive three (3) weeks / 112.5 hours vacation with pay annually.
- 9.03 (a) All RRWs who have completed five (5) years of service shall receive three (3) weeks / 112.5 hours vacation plus one (1) additional day of vacation for each year of service over five (5) years to a maximum of four (4) weeks / 150 hours vacation.
- (b) All RRWs who have completed seven (7) years of service shall receive four (4) weeks / 150 hours vacation.
- (c) After fifteen (15) years of service an RRW shall receive five (5) weeks / 187.5 hours vacation.
- 9.05 In scheduling of vacation periods, senior RRWs shall have preference as far as it is consistent with the efficient operation of the Centre. For the purpose of vacations only, seniority for choosing dates shall be on a departmental basis.
- 9.06 Subject to Article 8.04, if a paid holiday falls during the vacation of an RRW the RRW will receive the holiday off on that calendar day with no loss of vacation credit. The displaced vacation day shall not necessarily immediately follow the vacation of such RRW, but shall be taken at a mutually agreeable time.
- 9.07 Vacation pay shall be at the rate effective immediately prior to the vacation period.
- 9.08 The number of years worked for vacation calculation shall be determined by the employee's date of hire.
- 9.09 The Employer will continue its practice of attempting to secure temporary or casual help during vacation periods.

- 9.10 An RRW who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.
- 9.11 RRWs shall accrue vacation benefits on a proportionate basis to regular hours paid in the year. No reduction of benefit accrual shall occur to an RRW who receives in excess of two hundred thirty-eight (238) regular days / 1785 hours paid in a year.

ARTICLE 10 - SICK LEAVE AND COMPENSATION

- 10.01 (b) RRWs covered by this Memorandum of Agreement, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125) working hours. Days absent from work on sick leave will be deducted from the accumulated total.

30.02 LTD Program

- (f) RRW on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the RRW not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum. If the party in receipt of such notice requests a meeting, the party giving such notice will agree to meet and discuss the reasons for discontinuing the Memorandum of Agreement. In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

MEMORANDUM OF AGREEMENT # 9

**(Re: Licensed Practical Nurses / Residential Rehab Worker – Twelve Hour Shifts)
(DJ Friars Unit)**

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties agree that twelve (12) hour shifts will be implemented for Licensed Practical Nurses (LPNs) and Residential Rehab Worker (RRWs) on DJ Friars Unit in the Centre;

The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent necessary to implement twelve hour shifts.

The Parties agree that the clauses set out below will replace their numbered counterparts in the Collective Agreement. All other provisions of the Collective Agreement shall apply.

For the purpose of this Agreement, all applicable leaves including sick leave, statutory holidays, vacation, etc., shall be seven point five (7.5) hour days.

ARTICLE 2 - INTERPRETATION

2.05 (c) This Article does not apply to the twelve (12) hour shift LPNs or RRWs

ARTICLE 7 - STANDARD DAILY AND WEEKLY HOURS

7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of shifts as follows:

- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
- (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen

(15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.

- (b) Article 7.01 (b) of the Collective Agreement does not apply to LPNs or RRWs.
- (d) Week-ends off shall be in accordance with the rotation.

7.02 Working Schedules

- (a) LPNs and RRWs shall not normally be required to work more than three (3) consecutive twelve (12) hour shifts between days off or more than four (4) consecutive shifts if twelve (12) hour shifts are combined with eight (8) hour shifts.
- (d) The Employer shall provide weekends off in accordance with the rotation agreed to between the Union and the Employer.
- (e) Article 7.02 (e) of the Collective Agreement does not apply to LPNs and RRWs.
- (f) Article 7.02 (f) of the Collective Agreement does not apply to LPNs and RRWs working the twelve (12) hour shift.
- (g) The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 Article 7.03 does not apply to LPNs or RRWs working twelve (12) hour shifts.

7.04 Overtime

- (a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours as averaged over a rotation applicable, to twelve (12) hour shifts, will be compensated for by the Employer granting, to the LPNs and RRWs pay at the rate of time and one-half (1.5 x) for the overtime worked. An LPN and RRW shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in anyone day.
- (b) An LPN or RRW who is required to work more than fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Centre cafeteria.

- (g) A casual Licensed Practical Nurse or Registered Rehab Worker shall only be entitled to overtime when the LPN works in excess of the hours specific Article 7.04 (a).

ARTICLE 8 - HOLIDAYS

(a) Full-Time LPNs and RRWs

- 8.01 All full time LPNs and RRWs covered by this Agreement shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Each holiday is a 7.5 hour day.

- 8.02 If a full time LPN's and RRW's normal work day is on a holiday, she will be compensated by being paid time and one-half (1.5 x) for all hours worked and at her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

- 8.03 If a full time LPN or RRW is called to work on a holiday which is on her normal day off, she shall be compensated by receiving seven and one-half (7.5) hours off at a later date in lieu of the holiday plus two times (2 x) straight time for all hours worked. However, if notice has been given seventy-two (72) hours prior to the holiday, she will be paid one and one-half (1.5 x) for all hours worked.

(b) Part Time LPNs and RRWs

- 8.05 In lieu of the holidays listed in Article 8.01 part-time LPNs and RRWS shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as requested by the employee. Where time off is to be scheduled it shall be scheduled at a time

mutually agreed between the Employer and the LPN and RRW. The accumulation of holiday credits shall not normally exceed a total of 22.5 hours banked. Where the accumulation of holiday credits is in excess of 22.5 hours, the Employer shall schedule or payout the hours in excess of the 22.5 hours.

Where the Part-Time LPN or RRW works on the holiday the compensation shall be as pay at the rate of time and one-half (1 ½) for the hours worked on the holiday. This provision is subject to Article 8.04.

If a Part- Time LPN or RR W is not scheduled to work on a holiday but is required by the Employer to work on a holiday with less than seventy-two (72) hours advance notice, the Part-Time LPN shall be paid at the rate of double time for the hours worked on the holiday.

ARTICLE 9 - VACATION

Residential Rehab Worker - Vacation Entitlement

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All RRWs who have less than five (5) years shall receive three (3) weeks / 112.5 hours vacation with pay annually.
- 9.03 (a) All RRWs who have completed five (5) years of service shall receive three (3) weeks / 112.5 hours vacation plus one (1) additional day of vacation for each year of service over five (5) years to a maximum of four (4) weeks /150 hours vacation.
- (b) All RRWs who have completed seven (7) years of service shall receive four (4) weeks / 150 hours vacation.
- (c) After fifteen (15) years of service an RRW shall receive five (5) weeks / 187.5 hours vacation.
- 9.04 Licensed Practical Nurses' - Vacation Entitlement
- (a) An L.P.N. with less than five (5) years service shall earn vacation at the rate of a day and one-quarter (1 1/4) / 9.375 hours for each month worked during the vacation year (3 weeks).
- (b) An L.P.N. with five (5) years service but less than fifteen (15) years service shall earn vacation at the rate of one and two-thirds (1 2/3) days / 12.5 hours for each month during the vacation year (4 weeks).

- (c) An L.P.N. or with fifteen (15) years service shall earn vacation at the rate of two and one-twelfth (2 1/12) days / 15.6 hours for each month worked during the vacation year (5 weeks).
- 9.05 In scheduling of vacation periods, senior employees shall have preference as far as it is consistent with the efficient operation of the Centre. For the purpose of vacations only, seniority for choosing dates shall be on a departmental basis.
- 9.06 Subject to Article 8.04, if a paid holiday falls during the vacation of an LPN or RRW the LPN or RRW will receive the holiday off on that calendar day with no loss of vacation credit. The displaced vacation day shall not necessarily immediately follow the vacation of such LPN or RRW, but shall be taken at a mutually agreeable time.
- 9.07 Vacation pay shall be at the rate effective immediately prim' to the vacation period.
- 9.08 The number of years worked for vacation calculation shall be determined by the employee's date of hire.
- 9.09 The Employer will continue its practice of attempting to secure temporary or casual help during vacation periods.
- 9.10 An LPN or RRW who terminates employment during the vacation year shall receive vacation allowance on a pro rata basis.
- 9.11 LPNs or RR W s shall accrue vacation benefits on a proportionate basis to regular hours paid in the year. No reduction of benefit accrual shall occur to an LPN or RRW who receives in excess of two hundred thirty-eight (238) regular days / 1785 hours paid in a year.

ARTICLE 10 - SICK LEAVE AND COMPENSATION

- 10.01 (b) Licensed Practical Nurses or Residential Rehab Workers covered by this Memorandum of Agreement, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125) working hours. Days absent from work on sick leave will be deducted from the accumulated total.

30.02 LTD Program

- (f) Licensed Practical Nurses or Registered Rehab Workers on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess

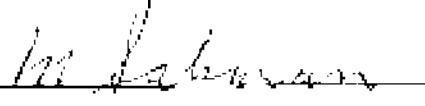
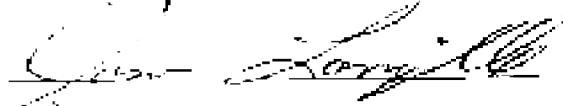
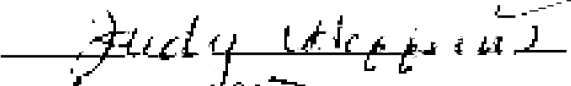
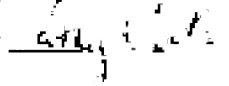

credits for their use in the event they return to work. Should the LPN or RRW not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum. If the party in receipt of such notice requests a meeting, the party giving such notice will agree to meet and discuss the reasons for discontinuing the Memorandum of Agreement. In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
12 day of July, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

	
	
	
_____	_____
_____	_____
_____	_____
_____	_____

MEMORANDUM OF AGREEMENT # 10

(Re: JOINT PROVINCIAL COMMITTEE - WCB)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 17 day of May, 2020.

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

M. Salzman
Judy Steppewitz
Alan Grant

[Signature]
[Signature]

MEMORANDUM OF AGREEMENT # 11

(Re: DENTAL PLAN)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

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

1. The Employers will make every effort to make dental benefits available to permanent employees in the bargaining unit effective April 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.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 12 day of July, 2020.

BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE

LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES

H. Arman

Rudy Hoff

[Signature]

[Signature]

[Signature]

MEMORANDUM OF AGREEMENT #12

(Re: 12 Hour Shifts)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Parties agree that twelve (12) hour shifts will be implemented in any unit, home or classification within the Centre on written agreement of the Parties, such agreement not to be unreasonably withheld.

The Parties acknowledge that the intent of this Memorandum is to modify the Collective Agreement to the extent required to implement twelve (12) hour shifts.

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

For the purposes of this Memorandum of Agreement, statutory holidays shall be seven point five (7.5) hour days, and all other applicable leaves, including sick leave, vacation, etc., shall be in accordance with employees' schedules.

For the purposes of this Memorandum of Agreement, "Designated Employees" shall be defined as those employees in any unit, home or classification for which the Parties have implemented twelve (12) hour shifts.

ARTICLE 2 – INTERPRETATION

2.05 (c) This Article does not apply to the Designated Employees.

ARTICLE 7 – STANDARD DAILY AND WEEKLY HOURS

- 7.01 (a) The normal hours of work shall average seventy-five (75) hours per two (2) week period averaged over a rotation. The hours of work shall be composed of daily shifts as follows:
- (1) seven and one-half (7.5) hours exclusive of a thirty (30) minute designated meal break without pay and including two (2) designated fifteen (15) minute paid breaks; OR
 - (2) eleven and one-quarter (11.25) hours exclusive of one (1) thirty (30) minute designated meal break without pay and one (1) other fifteen (15) minute designated meal break without pay, and including one (1) fifteen (15) minute paid break to be taken in conjunction with the fifteen (15) minute unpaid break and two (2) fifteen (15) minute designated paid coffee breaks.
- (b) Article 7.01 (b) of the Collective Agreement does not apply to Designated Employees.
- (d) Week-ends off shall be in accordance with the rotation.

7.02 Working Schedules

- a) Designated Employees shall not normally be required to work more than four (4) consecutive shifts between days off.
- (b) The Employer shall provide weekends off in accordance with the rotation agreed to between the Union and the Employer.
- (c) Article 7.02 (e) of the Collective Agreement does not apply to Designated Employees.
- (d) Article 7.02 (f) of the Collective Agreement does not apply to Designated Employees.
- (e) The Employer will endeavour to provide at least twelve (12) hours rest between shifts unless mutually agreed upon otherwise.

7.03 Article 7.03 does not apply to Designated Employees.

7.04 Overtime

- (a) Time worked in excess of eleven and one-quarter (11.25) hours in one day or seventy-five (75) hours as averaged over a rotation applicable to twelve (12) hour shifts, will be compensated for by the Employer granting to the

Designated Employee, pay at the rate of time and one-half (1.5 x) for the overtime worked. A Designated Employee shall be paid at the rate of two times (2 x) the straight time rate for all overtime hours in excess of four (4) hours in any one day.

- (b) A Designated Employee who is required to work more than fifteen (15) continuous hours will be compensated with a meal voucher redeemable at the Centre cafeteria.
- (g) A casual Designated Employee shall only be entitled to overtime when the Designated Employee works in excess of the hours specific Article 7.04 (a).

ARTICLE 8 - HOLIDAYS

(a) Full-Time Designated Employees

8.01 All full-time Designated Employees shall be granted the following holidays with pay, plus any other holiday proclaimed by the Federal or Provincial Government.

New Year's Day	First Monday in August
Heritage Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

For greater clarity each of these holidays is a 7.5 hour day.

8.02 If a full-time Designated Employee's normal work day is on a holiday, he will be compensated by being paid time and one-half (1.5 x) for all hours worked and at his/her option, one of the following:

- (a) an additional regular day's pay (7.5 hours), or;
- (b) an additional 7.5 hours off with pay added to his annual vacation, provided his vacation falls within thirty (30) days of the holidays, or;
- (c) another 7.5 hours off with pay as mutually agreed to be taken within thirty (30) days of the holiday.

8.03 If a Full-Time Designated Employee is called to work on a holiday which is on his normal day off, he shall be compensated by receiving seven and one-half (7.5) hours off at a later date in lieu of the holiday plus two times (2 x) straight time for all hours worked. However, if notice has been given seventy-two (72) hours prior to the holiday, he will be paid one and one-half (1.5 x) for all hours worked.

(b) Part-time Designated Employees

- 8.05 In lieu of the holidays listed in Article 8.01 part-time Designated Employees shall be entitled to one (1) hour of holiday compensation for each 21.66 regular hours paid. The method of compensation shall be pay or time off as requested by the employee. Where time off is to be scheduled it shall be scheduled at a time mutually agreed between the Employer and the Designated Employee. The accumulation of holiday credits shall not normally exceed a total of 22.5 hours banked. Where the accumulation of holiday credits is in excess of 22.5 hours, the Employer shall schedule or payout the hours in excess of the 22.5 hours.

Where the part-time Designated Employee works on the holiday the compensation shall be as pay at the rate of time and one-half (1 ½) for the hours worked on the holiday. This provision is subject to Article 8.04.

If a part-time Designated Employee is not scheduled to work on a holiday but is required by the Employer to work on a holiday with less than seventy-two (72) hours advance notice, the part-time Designated Employee shall be paid at the rate of double time for the hours worked on the holiday.

ARTICLE 9 - VACATION

- 9.01 All employees shall be eligible to use any accrued time in their vacation banks after it is earned.
- 9.02 All Designated Employees who have less than five (5) years shall receive one hundred twelve point five (112.5) hours (three (3) weeks) vacation with pay annually.
- 9.03 (a) All Designated Employees who have completed five (5) years of service shall receive one hundred twelve point five (112.5) hours (three (3) weeks) of vacation plus seven and one-half (7.5) additional hours (one (1) day) of vacation for each year of service over five (5) years of service to a maximum of 150 hours (four (4) weeks) of vacation.
- (b) All Designated Employees who have completed seven (7) years of service shall receive one hundred fifty (150) hours (four (4) weeks) vacation.
- (c) After fifteen (15) years of service a designated employee shall receive one hundred eighty five point fifty (187.50) hours (five (5) weeks) vacation.

9.04 Licensed Practical Nurses' Vacation Entitlement

- (a) A Designated Employee LPN with less than five (5) years' service shall earn vacation at the rate of a day and one-quarter ($1 \frac{1}{4}$) / 9.375 hours for each month worked during the vacation year (3 weeks).
- (b) A Designated Employee LPN with five (5) years' service but less than fifteen (15) years' service shall earn vacation at the rate of one and two-thirds ($1 \frac{2}{3}$) days / 12.5 hours for each month during the vacation year (4 weeks).
- (c) A Designated Employee LPN with fifteen (15) years' service shall earn vacation at the rate of two and one-twelfth ($2 \frac{1}{12}$) days / 15.6 hours for each month worked during the vacation year (5 weeks).

9.11 Article 9.11 does not apply to twelve (12) hour shift employees.

ARTICLE 10 – SICK LEAVE AND COMPENSATION

10.01 (b) Designated Employees, after sixty (60) working days (i.e. 450 hours) service but retroactive to the date of employment, shall accumulate sick leave at the rate of eleven and one-quarter (11.25) hours per month to a maximum accumulation of eleven hundred twenty-five (1125) working hours. Days absent from work on sick leave will be deducted from the accumulated total.

30.02 LTD Program

- (f) Designated Employees on Long Term Disability benefits who have sick leave credits and who are subject to a maximum accumulation of eleven hundred twenty-five (1125) working hours shall not be entitled to use such credits as top-up but shall retain any excess credits for their use in the event they return to work. Should the employee not return to work with the Employer they shall forfeit all claims to such sick leave.

This Memorandum of Agreement shall remain in effect unless or until one party provides thirty (30) days notice to the other party of its intent to discontinue this Memorandum. If the party in receipt of such notice requests a meeting, the party giving such notice will agree to meet and discuss the reasons for discontinuing the Memorandum of Agreement. In the event that the Memorandum of Agreement is discontinued, any and all changes made pursuant to this Memorandum shall automatically become null and void and the collective agreement, in its entirety, is revived.

MEMORANDUM OF AGREEMENT #13

(Re: One on One Care Pilot Project)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The Employer currently receives funding to provide one-to-one support for certain clients, and the Employer anticipates that such funding will continue for an indeterminate duration. Therefore, the Employer intends to implement a pilot to determine the feasibility of treating such one-to-one positions as permanent.

The Employer agrees to post 25 permanent full-time FTE positions in the RRW classification with all rights and benefits as outlined in the Collective Agreement that are currently temporary. Posting of these positions shall commence within one (1) week of ratification.

The Employer will evaluate the pilot for effectiveness on a periodic basis and such information on the Employer's evaluation shall be shared with the Union through labour management meetings. If it determines that the pilot is proving to be ineffective, the Employer will meet with the Union to advise it of the problems, conclude the pilot and the layoff provisions of Article 12 will apply.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
... day ... 202

**BOARD OF MANAGEMENT OF KINGS LOCAL UNION 1472, CANADIAN
REGIONAL REHABILITATION UNION OF PUBLIC EMPLOYEES
CENTRE**

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MEMORANDUM OF AGREEMENT #14

(Re: Benefit Plans)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

The parties agree that, information regarding the supplemental benefit plans (with the exception of the pension plan) as referenced in the Collective agreement should be as accessible as possible to members of the bargaining unit. To that end, the Employer agrees to provide the following:

- (a) Hard copies of the plan information booklet available in every unit and house;
and
- (b) Hard copies of the plan information booklet available to distribute upon request by members.

The Employer will attempt to provide periodic presentations to members of the bargaining unit by plan administrators or their designate.

Should there be any changes in terms and conditions of the supplemental benefit plans, current copies of the plan information booklet shall be updated within two weeks of the updated version becoming available.

IN WITNESS WHEREOF the parties have executed this Agreement on the
day of _____, 2020.

**BOARD OF MANAGEMENT OF KINGS LOCAL UNION 1472, CANADIAN
REGIONAL REHABILITATION UNION OF PUBLIC EMPLOYEES
CENTRE**

<i>[Handwritten Signature]</i>	_____
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MEMORANDUM OF AGREEMENT #15

(Re: 7.04 (f) accumulated hours - OT - Maintenance Non-Trade)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

Article 7.04(f) notwithstanding, the parties agree that, for the classification of Maintenance Non-Trade, the accumulation of hours pursuant to this article and the time frame in which to utilize these hours shall be modified with the intent of allowing greater opportunity for employees of this classification to use banked time.

Therefore, employees holding the classification of Maintenance Non-Trade shall have nine (9) months to use time accumulated pursuant to Article 7.04. In addition, there shall be no limit as to the number of hours accumulated which the employee chooses to bank. The employee may take this time at this/her discretion however must take the time within nine (9) months timeframe at a time mutually agreed. Only time accumulated which cannot be used with the nine (9) months referenced above shall be paid out at the appropriate rate.

IN WITNESS WHEREOF the parties hereto have executed the Agreement as of
day of _____, 2020.

**BOARD OF MANAGEMENT OF KINGSLOCAL UNION 1472, CANADIAN
REGIONAL REHABILITATION UNION OF PUBLIC EMPLOYEES
CENTRE**

[Handwritten signatures and lines]

LETTER OF UNDERSTANDING #1

(Re: Casual Overtime for Back to Back Shifts)

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

This Letter of Understanding confirms that during the life of this collective agreement Kings Regional Rehabilitation Centre will agree to pay casuals overtime at one and one-half (1 1/2) times for the first 4 ½ continuous hours in excess of 7.5 hours worked on back to back shifts and two (2) times for all hours in excess of 12 hours of continuous service when that time has been requested by management or a management designate. Other than as provided in Article 2.05 of the collective agreement or in this Letter of Understanding there is no entitlement to overtime for casual employees.

The Parties acknowledge that it is management's right to determine if overtime will be required and who may be selected to work overtime.

The Parties acknowledge that Article 7.02(g) will not apply to Casual Employees and no overtime will be payable to casual employees unless in accordance with this Letter of Understanding or they have worked in excess of thirty-seven and one-half (37 ½) hours in one week.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the
day _____ 20__

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

<i>[Signature]</i>	—	<i>[Signature]</i>	—
<i>[Signature]</i>	—	<i>[Signature]</i>	—
<i>[Signature]</i>	—		—
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CLARITY NOTE # 1

(Re: Entitlement of a "Casual" to Sick Leave while a "Temporary")

BETWEEN:

KINGS REGIONAL REHABILITATION CENTRE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1472

A "Casual", as defined by Articles 2.05, who occupies a temporary position in accordance with the definition of "Temporary" in Article 2.03 will be qualified to participate in the sick leave provisions of Article 10 after sixty (60) working days in the temporary position.

When a temporary position ends, the employee reverts to casual status and has no entitlement to the provisions for sick leave.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the

12 day of *May*, 2020

**BOARD OF MANAGEMENT OF KINGS
REGIONAL REHABILITATION
CENTRE**

**LOCAL UNION 1472, CANADIAN
UNION OF PUBLIC EMPLOYEES**

M. Johnson

[Signature]

Judy Johnson

[Signature]

[Signature]

MEMORANDUM OF AGREEMENT

Sunset Residential and Rehabilitation Services Inc. (Lead Table Employer)

and

Canadian Union of Public Employees Lead Table for Community Services

(RE: JOINT PENSION COMMITTEE)

The Parties agree that a joint committee consisting of an equal number of members from the Union and the Employers shall be established to provide a forum to discuss the inclusion of a Defined Benefit Pension Plan for bargaining unit members.

The first meeting shall take place within sixty (60) days of the signing of this Collective Agreement.

The Committee shall meet a minimum of four (4) times per year per calendar year unless the committee agrees otherwise.

The Committee shall operate in accordance with the Term of Reference set out herein and shall develop its own procedure and processes.

The Committee is an advisory one and as such does not have the power or authority to bind either the Union or the Employer(s) to any decisions or conclusions reached in its discussion.

(Note: This MOA is to be included in all CUPE collective agreements in the NS Department of Community Services sector listed in Schedule 1 to the Lead Table Final Settlement Document.)