

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SHANNEX CLINICAL SERVICES LIMITED**  
carrying on business at Embassy Hall,  
Quispamsis, New Brunswick  
("Shannex")

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5023,**  
("Union")

**TERM: January 1, 2015 to December 31, 2017**

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## **ARTICLE 1 - PURPOSE**

### **1.01 The purpose of this Agreement is to:**

- (a) Outline the terms and conditions of employment;
- (b) Promote and maintain harmonious relationships between the Employer and all LPNs;
- (c) Provide an amicable method of preventing and settling differences which may arise from time to time; and
- (d) Provide for the carrying on of the Employer's business which will further, to the fullest extent possible, efficiency and economy of operation while promoting the safety and welfare of LPNs.

## **ARTICLE 2 - RECOGNITION**

- 2.01** The Employer recognizes the Canadian Union of Public Employees, Local 5023 as the exclusive bargaining agent for all Full-time, Part-time and Casual LPNs working as LPNs at Embassy Hall, 70 Swanton Drive, Quispamsis, New Brunswick and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- 2.02** The benefits contained herein may be waived only by a written agreement of the parties. No LPN shall be required or permitted to make any written or verbal agreement with the Employer, its representatives, or supervisors which is contrary to the terms of this Agreement.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

- 3.01** The Union recognizes and agrees that the Employer has the right and authority to manage its facilities and to direct the workforce of the Employer and to make reasonable rules, subject to the terms of this Agreement.

## **ARTICLE 4 - DEFINITIONS**

### **4.01 The following definitions shall apply to the terms of agreement:**

- (a) "Agreement" means this Collective Agreement
- (b) "Casual LPN" means a LPN who works "on-call" or on an "as-needed basis" but is not regularly scheduled. Casual LPNs shall be paid the all-inclusive rate in lieu of accumulating sick leave, vacation and holiday credits.
- (c) "Employer" means Shannex Clinical Services Limited, carrying on business at Embassy Hall, Quispamsis, New Brunswick.
- (d) "Facility" means the Long-Term Care Facility known as Embassy Hall, Quispamsis, New Brunswick.

- (e) "Full-time LPN" means a LPN who is hired to a position on a regular or temporary basis to work the work period described in Article 14 of this Agreement.
- (f) "Hours Worked" unless otherwise stipulated, includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence but excludes overtime hours.
- (g) "LPN" means a Licensed Practical Nurse who is currently registered under the provisions of the *Licensed Practical Nurses' Act* for New Brunswick and a full-time, part-time or casual LPN working at Embassy Hall, 70 Swanton Drive, Quispamsis, New Brunswick.
- (h) "Part-time LPN" means a LPN who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a full-time LPN.
- (i) "Probationary Period" means the first seven hundred and twenty (720) Hours Worked as an LPN but excluding orientation hours.
- (j) "Spouse" means a legal marriage partner or a live-in partner who has been identified in writing by the LPN to the Employer as her spouse. This includes a same-sex partner for all purposes under this Agreement, but subject to the eligibility provisions of the respective Benefit Plans.
- (k) "Temporary Position" is a full-time or part-time position for a designated period in excess of eight (8) weeks but is not a regular position. A Temporary Position may be either a new position for a designated period or a temporary vacancy of a regular position and may be terminated at any time. Full-time and part-time LPNs who accept a temporary position will maintain their entitlement for Group Health Benefits and RRSP entitlement, but scheduling, sick leave, accrued statutory holidays and vacation benefits will be based on the temporary position.
- (l) "Union" means the Canadian Union of Public Employees, Local 5023.
- (m) "Union Management Consultation Committee" means the committee established in Article 7 of this Agreement.

**4.02** For the purpose of this Agreement, the feminine shall be deemed to include the masculine and the singular deemed to include the plural and vice-versa, as the context requires.

## **ARTICLE 5 - DISCRIMINATION/HARASSMENT**

**5.01** The Employer and all LPNs agree that there shall be no discrimination, interference, restriction or coercion expressed or practiced with respect to any LPN by reason of age, race, colour, religion, creed, sex, sexual orientation, physical disability or mental disability, an irrational fear of contracting an illness or disease, ethnic, national or aboriginal origin, family status, marital status, source of income, political belief, affiliation to or activity in a LPN's association with another individual or class of individual having characteristics referred to above.

- 5.02 The Employer strictly prohibits any conduct that constitutes harassment (including sexual harassment) of any kind and may discipline any LPN considered to be involved in committing such conduct.
- 5.03 "Harassment" is defined in the Workplace Harassment Policy. The Workplace Harassment Policy outlines the method for a LPN to access help if a LPN feels that she is being harassed. All LPNs are encouraged to read and review the Workplace Harassment Policy.

#### **ARTICLE 6 - UNION SECURITY AND DUES DEDUCTION**

- 6.01 The Employer shall deduct from all LPNs any dues or assessments in accordance with the constitution and by-laws of the Union on its members. Deduction of Union dues shall commence on the first full pay following hiring.
- 6.02 All amounts so deducted, together with a record of names, amounts and dates shall be transmitted by the Employer to the Secretary-Treasurer of the Union no later than the 15<sup>th</sup> of the month following the month for which such deductions were made and shall provide the names of all LPNs from whom deductions were made, amounts deducted and total amount of regular wages earned by each LPN.
- 6.03 The Employer will provide the local Secretary-Treasurer on the 15<sup>th</sup> day of each month with a list of all new LPNs who are covered under the bargaining unit and all such LPNs who were included on the previous month and have since (a) left the Employer; (b) been promoted to a non-bargaining unit position; (c) changed surnames; or (d) been granted leave of absence.
- 6.04 The Union must advise the Employer in writing of the amount of regular monthly dues.
- 6.05 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues.
- 6.06 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with this Article 6.
- 6.07 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.
- 6.08 The Employer agrees to acquaint new LPNs with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues deductions.
- 6.09 A representative of the Union shall be given an opportunity to speak to new LPNs during the orientation of new LPNs to the facility for the purposes of acquainting them with the benefits and duties of Union membership.
- 6.10 A Union Bargaining Committee will be elected or appointed consisting of not more than four (4) members of the Union. The Union will advise the Employer of the names of the Bargaining Committee members. Up to four (4) representatives designated by the Union, one of which shall be the President of the Local Union, shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union for up to three (3) days. For any further days, the Employer shall continue the wages and

benefits of the representatives of the Union and the Union shall reimburse the Employer for such wages including the cost of benefits.

#### **ARTICLE 7 - UNION MANAGEMENT COMMITTEE**

**7.01** A Union Management Committee ("Committee") shall be established consisting of two (2) LPN representatives of the Union (employed by Shannex Clinical Services Limited), two (2) employee representatives of the Union (employed by Shannex RLC Limited) and four (4) representatives of the Employer;

- (a) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of **six (6)** meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. Should the need arise, a meeting can be requested by either party. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
- (b) LPN representatives shall not suffer a loss of pay for time spent at meetings of the Committee.
- (c) The Committee shall concern itself with matters of the following general nature:
  - (i) Identification and resolution of common problems;
  - (ii) The facilitation of communications between LPNs and the Employer; and
  - (iii) Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

The Committee shall not have any jurisdiction over salary or any condition of employment;

- (d) Minutes shall be prepared and signed by representatives of each of the parties who attended a meeting of the Committee as promptly as possible after the meeting.

#### **ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE**

**8.01** The Union shall appoint any LPN and the Employer will recognize a Committee of Shop Stewards who are employed as LPNs of the Employer. These representatives shall be known as the Grievance Committee to deal with complaints and grievances.

**8.02** A grievance under this Collective Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.

**8.03** The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Shop Steward. The Employer shall be required to recognize them. The Employer will notify the Union of the names of supervisors, managers or designates for each level of the grievance procedure.

- 8.04 **Informal Resolution** - Within five (5) working days after the date of the occurrence or discovery of the grievance, the Employee and a Union representative or the Union representative shall first notify the immediate supervisor (or designate) that they wish to discuss the grievance with the supervisor (or designate) in an effort to reach an informal resolution. The supervisor shall provide the Employee and Union representative with a verbal answer within three (3) working days.
- 8.05 **Step 1 - Formal Written Grievance** - Should the verbal answer given by the supervisor or designate during the informal resolution stage not be acceptable to the grievor, the grievance shall be submitted in writing to the immediate supervisor (or designate) within five (5) working days of the receipt of the answer resulting from the attempt at informal resolution. The immediate supervisor (or designate) shall give her reply in writing, within five (5) working days of receipt of the grievance.
- 8.06 **Step 2 - Review by General Manager** - If the decision of the immediate supervisor (or designate) is not acceptable to the grievor, the grievance shall be referred to the General Manager (or designate) who shall meet if requested with the grievor and their union representative within five (5) working days. The General Manager (or designate) shall reply in writing, within five (5) working days following such meeting.
- 8.07 **Step 3 - Review by Regional Director** - If the decision of the General Manager (or designate) is not acceptable to the grievor, the grievance shall be referred to the Regional Director (or designate) who shall meet, if requested, with the grievor and their Union representative within ten (10) working days. The Regional Director (or designate) shall reply in writing, within ten (10) working days following such meeting.
- 8.08 **Arbitration** - Should the decision of the Regional Director (or designate) not be acceptable, the Union shall notify the Regional Director (or designate) in writing within thirty (30) working days of its desire to proceed to arbitration.
- 8.09 **Arbitration** - In the event that a grievance is submitted to arbitration, the case shall be heard by a single arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three person Board of Arbitration. A three (3) person member of the Arbitration Board shall be selected as follows: the Union and the Employer shall each appoint a member of the Arbitration Board within ten (10) days' notice of arbitration. The nominees for the Board shall then jointly appoint a Chairperson within ten (10) days of the date when the last selection of a Chairperson, the Chairperson shall be named by the Minister responsible for Labour.
- 8.10 The Union and the Employer shall agree upon a single Arbitrator within four (4) weeks. In the event of a failure to agree, the single Arbitrator shall be appointed by the Minister responsible for Labour.
- 8.11 **Pre-Hearing Disclosure** - The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the arbitration with notice to the other affected party.
- 8.12 Unless otherwise agreed between the parties, the Board of Arbitration or single Arbitrator shall be requested to render a decision in writing within thirty (30) days following the hearing. Arbitration awards shall be final and binding as provided in the *Industrial Relations Act*. An Arbitrator or Board of Arbitration may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any

unjust penalty or discharge, suspension or discipline imposed by the Employer on a LPN.

- 8.13** The Employer and the Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the Chairperson of the board.
- 8.14** **Policy Grievance** - Where a dispute involving a question of general application or interpretation occurs, or in case of a Union Grievance, Step 1 of the grievance procedure may be by-passed.
- 8.15** **Employer Grievance** - Within five (5) working days after the date of the occurrences or discovery of the grievance, the Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President of the Union shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President of the Union gives her answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- 8.16** Any member of the Union who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and must obtain permission from her immediate supervisor prior to leaving her workplace and report to her immediately upon her return. Such permission shall not be unreasonably withheld.
- 8.17** For the purposes of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 8.18** Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employer.
- 8.19** No grievance shall be defeated by any formal or technical objection and an Arbitrator or Board of Arbitration shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of the grievance.
- 8.20** The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 8.21** The Union shall have the right at any time to have the assistance of a staff representative of the Union when dealing with the Employer at Steps 1, 2 or 3 of the grievance procedure.

#### **ARTICLE 9 - DISCIPLINE AND DISCHARGE**

- 9.01** No LPN shall be disciplined or discharged without just cause.
- 9.02** LPNs shall be notified in writing of the reasons for suspension or discharge, with a copy to the Union.
- 9.03** Notwithstanding that the disciplinary procedure is progressive, there is certain conduct of an extremely serious nature which may lead to the immediate discharge of a LPN.



- 9.04** A LPN may have a Union representative or another LPN of their choice present when the LPN is being disciplined with a written warning or more serious discipline.
- 9.05** A LPN shall provide two (2) weeks' notice of resignation of employment by the LPN, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and payday are not the same.
- 9.06** When a LPN resigns, is discharged, retires or dies, the LPN or her estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.

## **ARTICLE 10 - PROBATIONARY PERIOD**

### **10.01 Probationary Period**

- (a) The first seven hundred and twenty (720) Hours Worked as a LPN, excluding orientation hours, shall be considered as the Probationary Period;
- (b) The employment of a probationary LPN may be terminated at any time during the Probationary Period without recourse to the grievance and arbitration procedure unless the Union alleges a violation of Article 5 of this Agreement as the basis of termination of employment;
- (c) All the terms of this Agreement except as per (b) above shall apply to probationary LPNs;
- (d) Any LPN who resigns after completing her Probationary Period but who is rehired by the Employer within six (6) months of her resignation shall be required to serve a Probationary Period of up to three hundred and sixty (360) Hours Worked; and
- (e) The Probationary Period may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE 11 - SENIORITY**

### **11.01 Seniority Lists**

- (a) Up-to-date seniority lists of all LPNs including probationary LPNs shall be sent to the Union and posted on the bulletin board(s) by January 15, May 15 and September 15 of each year, showing the total seniority hours of the previous period, the total seniority hours for the current period and the total seniority hours from the date of hiring to the end of the last full pay period prior to December 31, April 30 and August 31, respectively.
- (b) Any changes in the scheduling of LPNs, due to the posted seniority list, shall be implemented within three (3) weeks.
- (c) Within the thirty (30) days following the posting of the seniority list, a LPN in disagreement with her seniority thereon must indicate her disagreement in writing

to the Employer. Within five (5) working days following, the Employer shall respond to the LPN in respect of the problem raised.

- (d) In the event that more than one LPN commences work on the same date, and at the same hour, all such LPNs shall have their seniority determined by a draw in the presence of all such LPNs and a representative of the Union. Results of such draw are to be acknowledged in writing and signed off by the affected LPNs.

**11.02 Accumulation of Seniority** A LPN shall accumulate seniority for all hours worked and for unpaid hours as follows:

- (a) Maternity leave up to the maximum set out in the New Brunswick *Employment Standards Act*;
- (b) Child care leave up to the maximum set out in the New Brunswick *Employment Standards Act*;
- (c) The period of disability on account of an occupational accident that is recognized by Worksafe NB, as compensable within the meaning of the *Workers' Compensation Act* of New Brunswick;
- (d) Leave of absence without pay for a period of up to two (2) years which is granted to a LPN who is elected or appointed to a full-time position with the Union. Such leave may be extended with the approval of the Employer;
- (e) Leave of absence without pay for a fixed term of not less than six (6) months which is granted to a LPN who is elected or appointed to public office. Up to fifteen (15) days without pay, which is granted per calendar year, to LPNs elected or appointed to public office for duties related to their elected or appointed public office provided forty-eight (48) hours notice is given and there is no additional cost to the Employer;
- (f) The amount of seniority to be credited to a Full-time LPN in (a), (b), (c), (d) and (e) above shall be based on thirty-seven and one-half (37 ½) hours per week. The amount of seniority to be credited to a Part-time LPN in (a), (b), (c), (d) and (e) above shall be equal to the highest number of hours of seniority credited to any less senior LPN in the same classification and department during the period of the leave. LPNs on workers' compensation benefits should not receive less seniority than what they are actually paid for by the Worksafe NB;
- (g) The accumulation of seniority as set out in (a), (b), (c), (d) and (e) above shall not entitle the LPN to any credits for vacation, sick leave and statutory holidays during the period of leave subject to Article 22.05(b).

**11.03 Loss of Seniority**

A LPN shall only lose her seniority in the event that:

- (a) She is discharged for just cause and is not reinstated;
- (b) She resigns or retires;

- (c) She is absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- (d) If after receiving notice of recall from a layoff she has failed to notify the Employer as to whether or not she will accept the recall within seven (7) calendar days. It shall be the responsibility of the LPN to keep the Employer informed of her current address;
- (e) She is laid off for a period longer than two (2) years;
- (f) She fails to report to work at the expiration of a leave of absence or maternity leave unless she has advised the Employer of her inability to return to work with a reasonable excuse; and
- (g) A LPN who retires from employment loses seniority, but if within six months of the retirement, the LPN returns to work at Embassy Hall, the LPN will maintain the seniority the LPN had prior to retirement and will accumulate additional seniority on regular basis depending on the status of the appointment after retirement.

#### **11.04 Transfer and Seniority outside the Bargaining Unit**

No LPN shall be transferred to a position outside the bargaining unit without her consent. If a LPN is transferred to a position outside the bargaining unit, she shall retain her seniority acquired at the date of leaving the unit but will not accumulate any further seniority. Such LPN has a period of twelve (12) months in which to return to the bargaining unit. If she returns within the twelve (12) months, she shall be placed in a job consistent with her seniority. Such return shall not result in the lay-off or bumping of a LPN holding greater seniority.

### **ARTICLE 12 - LAYOFF AND RECALL**

#### **12.01 Definition of Layoff**

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work of a Full-time or a Part-time LPN.

#### **12.02 Layoff and Recall**

- (a) In the event of a layoff, LPNs shall be laid off in reverse order of seniority provided the remaining LPNs have the immediate skill and ability to effectively perform the work that is available;
- (b) LPNs on layoff shall be recalled in order of seniority when work becomes available provided they have the immediate skill and ability to effectively perform the work that is available; and
- (c) A LPN who is affected by layoff may claim the job of any less senior LPN provided that the LPN has the immediate skill and ability to effectively perform the job the LPN is claiming.

### **12.03 Notice of Layoff**

- (a) The Employer will consult with the LPN representatives on the Union Management Consultation Committee regarding ways to minimize the adverse effect on the LPN(s) to be laid off. The Employer may consider additional options presented by the representatives;
- (b) The Employer shall provide forty-eight (48) hours for each displaced LPN to consider the displacement options and to notify the Employer in writing of her choice; and
- (c) Twenty-one (21) days' written notice of layoff shall be given to an affected LPN except layoff which results from labour disputes or emergencies beyond the control of the Employer at which time as much notice as possible will be given.

### **12.04 Casual Shifts**

Any LPN who is on layoff may indicate her availability to work casual shifts. A LPN's status shall not change while working casual shifts. If a LPN on recall works casual shifts the recall period will be extended by the number of hours worked.

### **12.05 New LPNs**

No new Full-time or Part-time LPNs shall be employed until all those who have been laid-off from Embassy Hall have been given an opportunity for re-employment, up to the level of work before layoff, except where the Employer established the need to recruit those with special skills and qualifications.

### **12.06 Notice of Recall**

- (a) It is the obligation of each LPN on layoff to keep the Employer advised at all times of her current address and phone number; and
- (b) The Employer shall give notice of recall by phone or mail to the last known phone number or address of the LPN. The LPN is expected to return to work on the date requested by the Employer. The LPN may, if her personal circumstances require, extend her date for a return to work for a maximum of seven (7) calendar days.

**12.07** Seniority hours as to the date of written notification of layoff shall be applied where appropriate for determining rights under this article.

## **ARTICLE 13 - JOB POSTINGS**

**13.01** When a Full-time or Part-time position is created, or a Full-time or a Part-time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than eight (8) weeks) the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days. Within fourteen (14) days of the close of the competition, the name of the successful applicant will be posted. If the Employer does not intend to fill a vacancy, it shall notify the Union.

- (a) Each posting shall contain the job classification, required knowledge, education and skills, full-time equivalency/bi-weekly hours of work and start date (if known). Qualifications may not be established in an arbitrary or a discriminatory manner.
  - (b) If a LPN is interested in applying, an application in writing must be submitted directly to the designated representative of the Employer.
- 13.02** In determining the successful candidate, when filling a vacant position, seniority shall be the determining factor when two or more candidates are deemed by the Employer to be relatively equal in their abilities, skills, qualifications and demonstrated work performance (which includes attendance records) to perform the required duties of the position.
- 13.03** No applications received from persons outside the Facility shall be considered until the applications of present LPNs have been fully considered.
- 13.04** If a LPN is not successful in an application for a position, the Employer will on request, meet with the LPN and explain the reason(s) why the LPN was not successful.
- 13.05** Should the successful candidate be an existing LPN, she shall be placed on a trial period for three hundred and sixty (360) Hours Worked in her new position. If the Employer determines that she is unsatisfactory in her new position, or if the LPN feels that she is unable to perform her duties, prior to the expiration of the trial period, the LPN shall be returned to her former or equivalent position and salary and any other LPN promoted or transferred because of the rearrangement of positions shall be returned to her former or equivalent position and salary. A LPN may only request to leave a new position once within the three hundred and sixty (360) hours trial period.
- 13.06** A LPN seeking employment at another Shannex facility may request that copies of her personnel file be forwarded to the other facility and the Employer will facilitate this request.

## **ARTICLE 14 - HOURS OF WORK AND OVERTIME**

### **14.01 Normal Work Week**

The hours of work for a Full-time LPN will normally average seventy-five (75) hours bi-weekly over a schedule cycle.

### **14.02 Posting of Schedules**

- (a) The Employer will post at least two (2) weeks in advance a schedule of working hours for all Full-time LPNs and Part-time LPNs, in a designated area out of public access;
- (b) A minimum of forty-eight (48) hours notice in advance of the scheduled shift shall be given to the LPN when a shift to be worked is changed. A change of shift occurs when both scheduled start time and length of time for a scheduled shift are changed or the calendar date of the shift is changed;

Except where a change is by mutual agreement between the LPN and the Employer, if a schedule is changed by the Employer without the minimum of forty-eight (48) hours notice prior to the start of the original shift, the LPN shall be

paid at an overtime rate of one and one-half (1½) times the LPN's regular rate (excluding Casual LPNs and Part-time LPNs working on a casual basis);

- (c) The Employer recognizes that Full-time LPNs want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees there will be no arbitrary or unreasonable changes in shifts;
- (d) Shift rotations will be part of the schedule;
- (e) When any major changes are being considered in the shift schedule, the Employer agrees there will be prior consultation with the LPNs affected and the Employer will take into consideration the preferences of a clear majority of the LPNs affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer; and
- (f) The Employer shall post the Christmas and New Year's work schedule by December 7<sup>th</sup> each year.

#### **14.03 Breaks**

- (a) The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:
  - (i) An unpaid meal break of thirty (30) minutes; and
  - (ii) Two paid breaks of fifteen (15) minutes.
- (b) The following breaks will occur during each shift of twelve (12) hours or more:
  - (i) One unpaid meal break of forty-five (45) minutes; and
  - (ii) Three paid breaks of fifteen (15) minutes each; or
  - (iii) At the discretion of the Employer, the breaks may be combined to provide two (2) meal breaks and two (2) coffee breaks.
- (c) For LPNs working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.
- (d) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each LPN to have designated meal and rest break(s) at regular intervals during the shifts.
- (e) Operational requirements may require that LPNs remain on the nursing unit or within the Facility for their rest break(s).
- (f) Where operational requirements prevent a LPN from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the LPN shall be paid her current rate for her one-half (½) hour or forty-five (45) minutes lunch period provided she notifies the Employer prior to or at the end of her shift and shall not be entitled to overtime pursuant to this Agreement under these circumstances.

#### **14.04 Days Off**

The Employer will endeavour to:

- (a) For LPNs working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For LPNs working twelve (12) hour shifts, not schedule more than four (4) consecutive days.

#### **14.05 Weekends Off**

- (a) The Employer shall endeavour to provide all Full-time LPNs and all Part-time LPNs one (1) weekend off out of two (2) but will guarantee one (1) weekend off out of three (3); and
- (b) Provided, however, it is expressly understood that operational needs may require a Full-time LPN or Part-time LPN to work additional shifts, including weekends.

#### **14.06 Time Off Between Shifts**

The Employer will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts unless mutually agreed otherwise.

#### **14.07 Additional Shifts**

When extra shifts or hours of work are available to be assigned to LPNs, such extra hours of work will first be offered by seniority to Part-time LPNs and then by seniority to Casual LPNs, provided that by following the provision of this Article no overtime is incurred.

#### **14.08 Shift Exchanges**

A LPN shall be permitted to exchange a shift with another LPN in the same classification, subject to the following:

- (a) The LPNs exchanging shifts shall submit the request at least twenty-four (24) hours before the requested shift exchange, and must receive the consent of their immediate supervisor (or designate), such consent not to be unreasonably withheld;
- (b) There shall be no increased cost to the Employer; for example no shift exchange can be made if any LPN would receive overtime because of the exchange unless the LPN and the Employer mutually agree that overtime will not apply; and
- (c) The shifts exchanged shall be in the current or following pay period.

#### **14.09 Guaranteed Work**

- (a) LPNs who report for work as scheduled by the Employer will be guaranteed work for that shift.
- (b) Nothing in this Article 14 shall be construed as a guarantee by the Employer to

any LPN of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

#### **14.10 Overtime**

- (a) Full-time LPNs will be paid an overtime rate of time and one-half (1 ½) the Full-time LPN's hourly rate for all Hours Worked in excess of seven and a half (7.5) hours (if regularly scheduled for eight (8) hours per day) or eleven point twenty five hours (11.25) hours (if regularly scheduled to work twelve (12) hours per day) or an average of seventy-five (75) hours worked in a bi-weekly period;
- (b) Part-time LPNs will be paid an overtime rate of time and one-half (1 ½) the Part-time LPNs basic hourly rate for all Hours Worked in excess of eleven point twenty-five (11.25) hours on any day or seventy eight point seventy five (78.75) hours worked in a bi-weekly period;
- (c) A Full-time LPN who is required by the Employer to work on her scheduled day off will be paid at the rate of time and one-half for all hours worked;
- (d) Management must approve overtime in advance;
- (e) Overtime shall be paid within the pay period in which it is worked whenever possible but in any case shall be paid in the following pay period;
- (f) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift; and
- (g) No LPN shall receive for any work performed more than time and one-half (1½) the LPN's normal hourly rate of pay as outlined in Schedule "A".

#### **14.11 Break and Meal Allowance on Double Shift**

- (a) Should a LPN be required to work a double shift that is two (2) consecutive eight (8) hour shifts, she shall normally be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an LPN works a double shift, a meal will be provided by the Employer. If a meal cannot be provided by the Employer, the LPN shall be reimbursed for the cost of a meal not to exceed ten (10) dollars upon presentation of a receipt.

#### **14.12 Nursing Coverage**

LPNs agree to maintain coverage for all units during the shift change subject to the overtime provisions of this Article.

#### **14.13 Semi-Annual Time Change**

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

### **ARTICLE 15 - LEAVES OF ABSENCES**



### **15.01 Bereavement Leave**

Immediate family means the LPN's spouse, child, stepchild, parent, stepparents, sibling, grandchild, and grandparent.

The "in-law" and "step-relative" relationships referred to in this provision will only be considered "Immediate Family" in cases where it is a current relationship at the time the benefit is claimed.

- (a) In the event of a death in the LPN's immediate family, the LPN shall be granted up to five (5) consecutive days' leave of absence effective midnight following the death. The LPN shall be paid for all shifts she would normally be scheduled to work during those five (5) days leave if the death had not occurred;
- (b) Up to two (2) consecutive days bereavement leave with pay shall be granted for the purpose of attending the funeral of a step-sibling, step-grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew and legal guardian provided that such day(s) is the LPN's normally scheduled working day;
- (c) When a LPN is on vacation at the time of the bereavement leave, the LPN shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits; and
- (d) A LPN may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.

### **15.02 Personal Leave**

- (a) A LPN may request a personal leave of absence without pay from the General Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted twenty-one (21) days prior to the start date, except in emergency situations. The request must contain an expected date of return.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer.
- (d) Personal leaves will not be granted for the purpose of maintaining other employment.
- (e) Benefit coverage may be continued for any period of personal leave provided that the LPN prepay the full costs of the benefits for the period of the leave.
- (f) LPNs are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

### **15.03 Court Leave**

- (a) Leave of absence with pay shall be given to a LPN for each scheduled day of

work the LPN serves on jury duty, other than a LPN already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the LPN excluding payment for travelling, meals or other expenses for any scheduled day of work for such jury duty will be paid over to the Employer provided that the LPN receives the greater amount;

- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when a LPN is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the LPN excluding payment for travelling, meals or other expenses for any scheduled day of work for such appearance will be paid over to the Employer provided that the LPN receives the greater amount. "Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding;
- (c) Leave of absence without pay shall be granted to a LPN for each scheduled day off work when a LPN is required to be a witness in Court or before a tribunal or arbitrator by subpoena or summons with respect to a matter other than as referred in this Article 15.03(b); and
- (d) A LPN shall notify her supervisor as soon as possible when required to serve under any of the above circumstances, and shall present proof of service on a jury or as a witness and the amount of payment received.

#### **15.04 Compassionate Care Leave**

- (a) LPNs will be entitled to unpaid leave in accordance with the Compassionate Care Leave provisions of the *New Brunswick Employment Standards Act*.

#### **15.05 Sick Leave**

- (a) Only Full-time, Part-time and probationary LPNs can accumulate paid sick time credits, and only Full-time and Part-time LPNs can use sick leave credits.
- (b) Paid sick leave credits for Full-time LPNs and Part-time LPNs shall accumulate as follows:
  - (i) A Full-time or Part-time LPN will accumulate paid sick leave credits at the rate of one (1) hour per fourteen and one-half (14½) hours worked, effective the first day of employment;
  - (ii) The maximum allowable accumulation will be nine hundred seventy-five (975) hours; and
- (c) Sick leave credits shall continue to be added to the sick leave bank on an ongoing basis as earned and shall be available for use by the LPN. A deduction shall be made from the LPN's accumulated sick leave credits for each regular working hour (exclusive of holidays) that the LPN is absent on sick leave.
- (d) An illness or injury for which Workers' Compensation is payable, shall be deemed not to be a personal illness or injury for which a LPN is eligible to receive sick leave pay from the Employer or a Third Party Insurer.

- (e) The Employer reserves the right to require any LPN claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the LPN shall have no claim for pay in respect to such absence.
- (f) LPNs who are off work and in receipt of Workers' Compensation benefits must keep the Employer aware of their progress/change and condition.
- (g) Payment for time lost due to Workers' Compensation injury will be made according to the *Workers' Compensation Act* (New Brunswick). Workers' Compensation cheques will be made payable directly to the LPN;
- (h) **LPN Representation**

A LPN has the right to be accompanied by a Union representative in a meeting with the Employer to discuss her ability to attend work regularly due to her health. The LPN shall be advised of this right prior to the scheduling of a meeting.

- (i) **Payment for Certificates and Examinations**

Where a LPN is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports, which are not covered by medical insurance.

- (j) **Sick Leave Medical/Dental; Family; Emergency**

LPNs with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one-half (37½) hours per calendar year (prorated for Part-time LPNs based on regular hours paid) debited against sick leave credits in order to:

- i) Engage in and facilitate the LPN's personal preventative medical or dental care. LPNs shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the LPN is scheduled to work. Such leave shall not be unreasonably denied;
- ii) Attend to emergencies where:
  - a) The LPN's own medical or dental health is at an immediate and serious risk;
  - b) A member of the LPN's Immediate Family as defined in Article 15.01 who has become ill or disabled, in order to make alternate care arrangements where the LPN's personal attention is required and which could not be serviced by others or attended to by the LPN outside of her assigned shifts; and
  - c) There is a critical condition (e.g. fire, flood) (excluding conditions included in Articles 15.08 and 15.09) which requires the LPN's personal attention, which could not be serviced by others or attended to by the LPN outside of her assigned shifts.

The Employer may require verification of the condition claimed; and

- iii) A LPN will be permitted to use up to fifteen (15) of the hours referred to in this Article 15.05(j) (pro-rated for Part-time LPNs based on regular hours paid) to attend to medical and dental appointments for their Immediate Family. LPNs shall endeavour to arrange for such appointments during off duty hours.

**(k) Return to Work from Sick Leave**

A LPN is expected to report to work for all scheduled shifts unless she is on an authorized leave. Where a LPN has been on an authorized sick leave for a period of two (2) consecutive months or longer, the LPN must provide a minimum of two (2) weeks' notice of her intended date to return to work, except where a shorter period of notice is mutually agreed between the LPN and the Employer.

**15.06 Public Office Leave**

- (a) The Employer shall grant a leave of absence without pay upon the request of any Full-time or Part-time LPN to run as a candidate in a Federal, Provincial or Municipal election. If such Full-time or Part-time LPN withdraws as a candidate or is an unsuccessful candidate, she is entitled to return to her former position without loss of benefits provided that the LPN gives two (2) weeks' notice to the Employer of her intent to return unless mutually agreed to a shorter notice period;
- (b) A Full-time or Part-time LPN who is elected to Full-time office in the Federal, Provincial or Municipal level of Government shall be granted a leave of absence without pay, for a term not exceeding five (5) years; and
- (c) Upon return such LPN will be placed in a position determined in accordance with the needs of the Employer at that time. The LPN shall be placed on the same level of the increment scale the LPN formerly occupied prior to commencing the leave of absence. The LPN shall retain all benefits which accrued up to the time the LPN commenced the leave of absence, including seniority. The LPN shall continue to accrue seniority during the leave of absence subject to Article 11.02(e).

**15.07 Education Leave**

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Full-time or Part-time LPN who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer;
- (b) A LPN on Education Leave shall retain those benefits which accrued up to the time the LPN commenced the leave of absence. The LPN shall continue to accrue seniority during the leave of absence;
- (c) On return, the LPN shall return to the same or equivalent previous position and appointment status that the LPN had prior to commencing the leave, unless mutually agreed upon otherwise;

- (d) A LPN on Education Leave may be permitted to work for the Employer while on Education Leave subject to the following principles:
  - (i) Such LPN may chose to work for the Employer while on Education Leave. Whether such LPN on an approved Education Leave works any shifts at all for the Employer during such Education Leave will be entirely at the discretion of such LPN. The granting of the Leave of Absence will not be dependent on the LPN agreeing to work during the Education Leave;
  - (ii) When a LPN agrees to work while on an Education leave, the LPN maintains the status of a regular LPN on leave. Any rights or protections she would have while on the leave are maintained; and
  - (iii) When a LPN agrees to work while on an Education leave, the LPN will be treated as a Casual LPN for the purpose of determining pay and benefits, excluding provisions for accumulation of seniority and movement along the increment scale.

#### **15.08 Leave for Storm Or Hazardous Conditions**

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

- (a) take the absent time as unpaid; or
- (b) deduct the absent time from accumulated holiday time or vacation; or
- (c) when the LPN has no entitlement to accumulated paid leave, the LPN may, with prior approval of the Employer, make up the absent time as the scheduling allows.

#### **15.09 Adverse Weather Conditions**

A LPN who is unable to come to work on time, due to unsafe or impassable road conditions as declared by the highway authority or the police will be:

- (a) Paid for a full shift if the LPN arrives for work within the first two (2) hours of the scheduled shift;
- (b) Only be paid for hours of actual work if the LPN arrives past the first two (2) hours of her scheduled shift;
- (c) A LPN who has been called in or who is working overtime as a result of replacing the LPN, who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled LPN, the replacement LPN will be relieved and no further payment will ensue;
- (d) The above clauses do not remove the responsibility from a LPN to contact the Employer, if able, in regard to her intent to come to work; and

- (e) Such time shall not be referred to or used in calculations with respect to the attendance of the LPN.

#### **15.10 Union Business**

- (a) Subject to operational requirements as determined by the Employer, leave of absence, upon request and without pay, shall be granted by the Employer to LPNs elected or appointed to represent Union business. However, not more than two (2) LPNs shall be entitled to leave of absence at the same time for this purpose. Application for such leave shall be made two (2) weeks in advance whenever possible;
- (b) The Employer shall maintain full salary and benefits of the LPN during a leave of absence granted in accordance with Article 15.10(a). The Union shall reimburse the Employer;
- (c) Leave of absence without pay for a period of up to two (2) years shall be granted to a LPN elected or appointed to a Full-time position with the Union. Such leave may be extended with the approval of the Employer. When leave of absence without pay is granted pursuant to this Article 15.10(c) the following conditions shall apply with respect to the LPN's return to work:
  - (i) twenty-one (21) days' notice of intention to return to work shall be given to the Employer; and
  - (ii) if the LPN returns to work, she shall be returned to his or her previously held position. If that position is no longer available, she shall be returned to a bargaining unit position in accordance with the provisions set out in Article 15.06.

#### **15.11 Pregnancy/Birth Leave**

- (a) LPNs will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the New Brunswick *Employment Standards Act*.
- (b) **Supplementary Employment Benefit Plan**

Subject to approval by the New Brunswick Department of Social Development and funding by that Department:

- (i) After completion of one (1) year continuous employment, a LPN who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.
- (ii) In respect of the period, maternity leave payments made according to the Supplementary Employment Benefit Plan will consist of payments equal to the difference between the employment insurance benefits the LPN is eligible to receive and seventy-five percent (75%) of her regular rate of

pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in employment insurance benefits to which the LPN would have been eligible if no extra monies had been received during this period.

- (iii) "Regular rate of pay" shall mean the rate of pay the LPN was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime or any other form of supplementary compensation.
- (iv) An applicant under Article 15.11(b)(i) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the LPN fail to return to work and remain at work for a period of six (6) months, the LPN shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.
- (v) A LPN who is absent from work and is receiving workers' compensation benefits is not entitled to any benefits under this Article.

#### **15.12 Parental and Adoption Leave**

LPNs will be entitled to unpaid leave in accordance with the Parental and Adoption leave provisions in the New Brunswick *Employment Standards Act*.

#### **15.13 Return To Work**

A LPN on pregnancy/birth or parental, or adoption leave must provide a minimum of four (4) weeks' notice of her intended date to return to work, or such shorter period of notice as mutually agreed between the Employer and the LPN. When a LPN reports for work upon the expiration of pregnancy/birth or parental, or adoption leave, the LPN shall resume work in the position held by the LPN immediately before the leave began or where that position is eliminated, in a comparable position within the Facility. A LPN shall be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

#### **15.14 Benefit Plan Continuation**

LPNs shall be entitled, during unpaid Leaves of Absence under articles 15.02, 15.04, 15.05, 15.07, 15.10, 15.11 and 15.12 to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans. The LPN shall prepay one hundred (100%) percent of the cost of participation both the Employer and LPN portion in the Benefit Plans and when a LPN commences leave in accordance with any of these articles:

- (a) The Employer shall pay its share of the premiums for group insurance benefits for the calendar month in which the leave commences; and
- (b) After the first calendar month, a LPN may elect to continue group coverage by paying the Employer, on a monthly basis in advance of the Employer's remittance of premiums to the insurer, one hundred percent (100%) of the premiums payable with respect to the LPN, and the Employer will remit the premium to the insurer. Failure on the part of the

LPN to submit payments by the date premiums are due may result in the cancellation of benefits.

**15.15 Special Leave – Birth**

Where a LPN's spouse gives birth to a child, the LPN shall be granted special leave:

- (a) without loss of regular pay for one shift up to a maximum of twelve (12) scheduled hours; and
- (b) without pay for an additional shift.

during the confinement of the mother. This leave may be divided into periods and granted on separate days.

**15.16 Special Leave - Adopted Child**

Special leave shall be granted as follows:

- (a) without loss of regular pay for one shift up to a maximum of twelve (12) scheduled hours; and
- (b) without pay for an additional shift.

to a LPN when an adopted child arrives in the LPN's home. This leave may be divided into periods and granted on separate days.

**ARTICLE 16 - VACATIONS**

**16.01** Paid vacation leave credits shall be earned based upon Hours Worked as per Article 4.01(g).

**16.02** Annual vacation leave for Full-time LPNs and Part-time LPNs shall accumulate as follows:

- (i) Less than 9787.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Effective the date of hire, vacation shall accumulate at the rate of one (1) hour for each 17.4 regular Hours Worked paid to a maximum of 112.50 hours;
- (ii) Between 9787.50 Hours Worked and less than 31,320 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 13.1 regular Hours Worked paid to a maximum of 149.43 hours;
- (iii) Between 31,320 Hours Worked and less than 33,277.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 12.44 regular Hours Worked paid to a maximum of 157.36 hours;
- (iv) Between 33,277.50 Hours Worked and less than 35,235 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall



accumulate at the rate of one (1) hour for each 11.89 regular Hours Worked paid to a maximum of 164.63 hours;

- (v) Between 35,235 Hours Worked and less than 37,192.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 11.39 regular Hours Worked paid to a maximum of 171.86 hours;
- (vi) Between 37,192.50 Hours Worked and less than 39,150 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 10.87 regular Hours Worked paid to a maximum of 180.08 hours; and
- (vii) At 39,150 Hours Worked or more Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 10.46 regular Hours Worked paid to a maximum of 187.14 hours.

**16.03** No LPN shall be allowed to waive vacation and receive pay in lieu of vacation.

**16.04** A LPN can accumulate up to the entitlement in Article 16.02 and an additional thirty-seven and one-half (37½) hours, but she will then have to take vacation or be scheduled in for this vacation by her supervisor.

**16.05** If the Employer is satisfied that a LPN's prolonged illness or injury prevented the LPN from taking vacation during the vacation year, the Employer may allow the LPN to carry over all or a part of his-~~or~~ her unused vacation credits to the subsequent vacation year.

**16.06** The Employer shall post a vacation request schedule by March 1st of each year. LPNs shall select their respective vacation period by April 1st. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. LPNs who have not indicated their preference by April 1st shall not be permitted to displace junior LPNs who have made their selection in accordance with the time frames outlined in this Article. The Employer shall post no later than May 1st a finalized list upon which the LPN's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected LPNs.

**16.07** LPNs who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over LPNs who have confirmed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.

**16.08** Upon termination of employment, a LPN's earned vacation entitlement during the year will be calculated and paid out with the final pay.

**16.09** A LPN hospitalized or sick at home for four (4) consecutive days or more during her vacation period will qualify for use of sick leave credits upon presentation of a Doctor's certificate, providing the Employer is notified during the illness. The portion of her vacation while the LPN was hospitalized or sick shall be rescheduled later.

## ARTICLE 17 - HOLIDAYS

### 17.01 Holidays

The following eleven (11) calendar dates shall be recognized as "holidays":

- |                          |                     |
|--------------------------|---------------------|
| 1. New Year's Day        | 7. Labour Day       |
| 2. Good Friday           | 8. Thanksgiving Day |
| 3. Easter Sunday         | 9. Remembrance Day  |
| 4. Victoria Day          | 10. Christmas Day   |
| 5. July 1                | 11. Boxing Day      |
| 6. 1st. Monday in August |                     |

and any other day proclaimed as a holiday by the Federal or Provincial Government

- 17.02** To be eligible for holiday pay under this Article a Full-time or Part-time LPN must work her scheduled shift immediately preceding and immediately following the holiday unless such absence is approved.
- 17.03** Full-time LPN will receive seven and one-half (7½) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 17.02.
- 17.04** Part-time LPNs will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 17.02. The calculation for prorating will be point zero four two (.042) times paid hours in the sixty (60) days immediately preceding the holiday.
- 17.05** When a Full-time LPN is required to work on any of the paid holidays, the Employer shall pay the LPN for all hours worked at the rate of one and one-half (1½) times her regular rate of pay and grant her seven and one-half (7½) hours off with pay subject to Article 17.02. The time off must be mutually agreed upon between the Employer and the LPN thirty (30) days before or after the calendar date of the holiday where operational requirements permit.
- 17.06** When a Part-time LPN is required to work on any of the paid holidays, the Employer shall pay the LPN for all hours worked at the rate of one and one-half (1½) times her regular rate of pay. Subject to Article 17.02, based on the pro rata formula in Article 17.04 the Part-time LPN shall also be granted time off with pay at a time mutually agreed upon between the Employer and the LPN thirty (30) days before or after the calendar date of the holiday where operational requirements permit.
- 17.07** Subject to operational requirements and costs, the Employer will make every reasonable effort to limit to eight (8) hours all shifts on Christmas Day and New Year's Eve, subject to individual LPNs who request a twelve (12) hour shift on Christmas Day or New Year's Eve. The Employer will request LPNs to volunteer to work on Christmas Day and New Year's Day will meet with and consult with LPNs and reasonably consider proposals advanced by LPNs regarding the scheduling of shifts between Christmas Day and New Year's Day.

- 17.08** Subject to Articles 17.10 and 17.12, a LPN shall be entitled to accumulate holidays to a maximum of eleven (11) days at any one time and take such days off at a mutually agreed time.
- 17.09** When a holiday falls within the LPN's vacation period or on a LPN's scheduled day off, the LPN may schedule another day at a time mutually agreeable to the LPN and the Employer. If the Employer is unable to accommodate an alternate day due to operational requirements, the LPN will be paid for the holiday.
- 17.10** For a Full-time LPN who is working a twelve (12) hour rotating shift schedule, the seven and one-half (7½) hour holiday off referred to in Article 17.03 may be built into the rotation as a seven and one-half (7½) hour holiday pay.
- 17.11** In the event that any of the seven and one-half (7½) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time.
- 17.12** In the event that the LPN has any banked holiday time remaining on January 31, the holiday will be paid out.

## **ARTICLE 18 - WAGES**

### **18.01 Rates of Pay**

LPNs shall be paid in accordance with the rates of pay set out in Appendix "A".

### **18.02 Pay Day**

- (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system;
  - (b) If a LPN has a shortfall in her pay of more than four (4) hours pay, the Employer shall pay the shortfall to the LPN within four (4) business days of being notified by the LPN provided the LPN has followed the procedure for reporting time worked; and
  - (c) The Employer recognizes the importance of regularity in pay practices and to the greatest extent possible the Employer will not alter the payment routines. LPNs will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.
- 18.03** When a LPN is promoted permanently into a higher paid position, she will be paid the rate for the new position.
- 18.04** When a LPN is assigned temporarily to perform work in a classification paying a higher rate than her own, she shall receive the rate for the higher classification. When a LPN is assigned temporarily to perform work in a classification paying a lower rate than her own, she shall receive the rate of her own classification. This Sub-article does not apply to LPNs who chose to work in a classification with a lower rate of pay.
- 18.05** All Part-time LPNs hired subsequent to the signing of this Agreement shall be paid at the regular hourly rate of pay and accrue benefits for holidays, vacations and sick leave in accordance with this Agreement.

## **Article 19 – SHIFT AND WEEKEND PREMIUMS**

### **19.01 Shift Differential Premium**

Full-time and Part-time LPNs who work rotating shifts will be provided with a shift premium of one dollar and fifteen cents (\$1.15) shift greater than their regular rate of pay for all hours worked between 07:00 p.m. and 07:00 a.m. (19:00 hours and 07:00 hours).

### **19.02 Weekend Premium**

Full-time and Part-time LPNs who work rotating shifts will be provided with a weekend premium of seventy-five cents (\$0.75) greater than their regular rate of pay for all hours worked between 7:00 p.m. Friday and midnight Sunday (19:00 hours, Friday and 24:00 hours, Sunday).

## **ARTICLE 20 - BENEFITS**

**20.01** Full-time and Part-time LPNs shall participate in the benefit plans currently made available by the Employer, in accordance with the terms and conditions of those plan.

**20.02** The premiums for such benefit plans shall be shared as follows:

- (a) Extended Health – seventy-five (75%) percent Employer and twenty-five (25%) percent LPN;
- (b) Prescription Drugs - seventy-five (75%) percent Employer and twenty-five (25%) percent LPN;
- (c) Dental – fifty (50%) percent Employer and fifty (50%) percent LPN;
- (d) Dependent Life – One hundred (100%) percent Employer;
- (e) LTD – One hundred (100%) percent LPN;
- (f) AD&D – fifty (50%) percent Employer and fifty (50%) percent LPN; and
- (g) Life Insurance – fifty (50%) percent Employer and fifty (50%) percent LPN.

## **ARTICLE 21 - RETIREMENT ALLOWANCE AND RRSP**

### **21.01 Retirement Allowance**

When a LPN having seniority with Shannex of five (5) years or more retires in accordance with the regulations/policy as stipulated by the New Brunswick Department of Social Development, and subject to approval by that Department, the LPN shall be entitled to a retirement allowance equal to five (5) days pay for each full year of seniority with Shannex but not exceeding one hundred and twenty-five (125) days at the regular rate of pay.

### **21.02 RRSP**

The Employer will offer up to a six (6%) percent matching RRSP Defined Contribution Pension Plan to all Full-time and Part-time LPNs.

## **ARTICLE 22 - LPN HEALTH AND SAFETY**

### **22.01 Comply with OH&S Act**

The Employer, the Union and LPNs shall comply with the provisions of the New Brunswick *Occupational Health and Safety Act* and Regulations.

### **22.02 Participation in Joint Occupational Health and Safety Committee**

- (a) The Occupational Health and Safety Committee shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of equal numbers of LPN and Employer representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said *Act* and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said *Act*.
- (b) A LPN who is a member of the Joint Occupational Health and Safety Committee is entitled to time off from work without loss of regular pay or benefits as is necessary to attend meetings of the Committee, to take any training programs prescribed by the *Occupational Health and Safety Act* and Regulations or as determined necessary by the Committee and to carry out the LPN's functions as a member of the Committee. Time spent by the LPN in activities shall be considered as time worked at straight time rates.

### **22.03 Make Reasonable Provisions**

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

### **22.04 Modified Work Program**

LPNs and Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured LPNs to the work place as soon as possible after an accident for which Workers' Compensation benefits were paid. The LPNs agree to participate in the WSNB Early and Safe Return to Work Program implemented by the Employer in partnership with the WSNB.

### **22.05 Injury on Duty – WCB**

- (a) Where a LPN asks the Employer in writing at the time of a WSNB claim to pay her any supplement amount from the accumulated sick leave credits of the LPN, the Employer shall pay an Employer Workers' Compensation payment supplement to the LPN to the extent of the pre injury bi-weekly pay of the LPN while maximizing the amount payable from the WSNB. It is the intent of the parties that in no circumstance shall the LPN receive an increase of income while in receipt of Workers' Compensation benefits with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer

shall deduct from the LPN's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When a LPN's sick leave credits are exhausted, the LPN shall be paid only the Workers' Compensation benefits payment; and

- (b) Where a LPN is being compensated under the *Workers' Compensation Act* the LPN shall continue to accrue up to one year's maximum vacation credits.

#### **22.06 Sick Leave while waiting for Workers' Compensation Benefits**

- (a) An illness or injury for which Workers' Compensation benefits are payable, shall not be deemed to be sick leave except for the supplement as provided in Article 22.05 (a);
- (b) A Full-time or Part-time LPN who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she would earn under the *Workers' Compensation Act* providing the LPN is able to establish, satisfactory to the Employer, that the illness or injury prevents the LPN from working and the LPN has sufficient sick leave credits; and
- (c) In such case, the LPN must provide a written undertaking to the Employer and the required notification to the WSNB that the initial payment(s) from the WSNB is to be provided directly to the Employer on behalf of the LPN, up to the level of the payment advanced by the Employer.

#### **22.07 WSNB and Return to Work**

Where a LPN has returned to work after being absent for injury on duty for which Workers' Compensation benefits are not payable, and where the absence due to injury on duty was for two (2) days or less after the day of the injury, the LPN shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the LPN was unable to work as a result of the LPN's injury on duty.

#### **22.08 Personal Property**

The Employer agrees that in a case where damage to a LPN's eye glasses, contact lenses, hearing aid, dentures, or watch is done by a resident, either the Employer or Workers' Compensation will reimburse the LPN for damages.

### **ARTICLE 23 - PERSONNEL FILE**

- 23.01** A personnel file shall be maintained for all LPNs. Upon request and with at least forty eight (48) hours' notice, the LPN shall be permitted, during normal office hours, to view her personnel file in the presence of a representative of the Employer. Upon request the LPN shall be provided with copies of documents therein.
- 23.02** The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the LPN the existence of which the LPN was not made aware of at or before the time of the filing.

- 23.03** Except for discipline relating to residents, the disciplinary record of a LPN shall not be used against her at any time after eighteen (18) months following a suspension or disciplinary action provided that there have been no other suspensions or disciplinary action during that eighteen (18) month period. The parties mutually agree that all disciplinary action in regards to resident abuse, harassment policy, or dishonesty will remain on file for twenty-four (24) months.

## **ARTICLE 24 - GENERAL**

### **24.01 Alcohol and Drug Dependency**

Without detracting from the existing rights and obligations of the parties recognized in other provisions of this Agreement, the Employer agree to co-operate in encouraging LPNs afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided LPNs have sufficient sick leave credits, they shall be eligible for sick leave benefits for one authorized treatment program. When a LPN is required to submit to random body fluid testing as part of a settlement agreement between the Employer and a LPN, the Employer shall pay the costs of such testing.

### **24.02 Position Descriptions**

A LPN shall have access to a copy of her current position description. The Employer will endeavour to ensure that position descriptions are reviewed and revised where necessary. All revised position descriptions shall be provided to the Union representatives of the Union Management Consultation Committee within fifteen (15) days of revision. LPNs newly hired by the Employer shall normally be provided with five (5) days of planned orientation during normal hours of work. The planned orientation will contain essential information including Standards of Employee Conduct, location of policy manuals, supplies and equipment, and fire and disaster plans. LPNs shall be required to attend the orientation as a condition of employment. The Employer will provide a copy of each position description of the Bargaining unit positions to the Union within ninety (90) days of signing the collective agreement.

### **24.03 Required Education**

- (a) The Employer shall provide and fund any Employer required training/education for a LPN; and
- (b) The Employer will make every effort to arrange for the presentation of the required training/education during a LPN's scheduled hours of work;

### **24.04 Proper Accommodation**

Proper accommodation shall be provided for LPNs to have their meals, keep and change their clothes.

### **24.05 Bulletin Boards**

The Employer shall supply bulletin board(s) which shall be placed so that all LPNs will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the LPNs.

- 24.06** The parties agree to cost share 50/50 the cost of printing a limited number of collective agreement booklets, within sixty (60) days of ratification of the collective agreement.

## **ARTICLE 25 - TECHNOLOGICAL CHANGE**

**25.01 Definition:**

In this Article, "*Technological Change*" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

**25.02 Training:**

Where the equipment or material so introduced is to be operated by LPNs of the same classification as those formerly carrying on the operation, the incumbents are to be given an opportunity for training at the Employer's expense, without loss of pay or benefits to the LPN, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

**25.03 Introduction:**

If, after the period of training referred to in 25.02 the LPN is unable to acquire sufficient competence, the Employer will make every effort to retain the LPN in such position as may be available within the competence of the LPN (including the exercise of such rights as are otherwise contained in this Agreement).

**25.04 Notice:**

The Employer agrees to give the Union at least sixty (60) days notice of the introduction of technological change that is expected to result in the displacement of LPNs in the bargaining unit, or substantial changes in the hours of work or the duties performed by LPNs in the bargaining unit.

**25.05 Layoff:**

A LPN who is affected by a layoff because of technological change shall have all rights set out in Article 12.

## **ARTICLE 26 - NO STRIKE NO LOCKOUT**

- 26.01** It is agreed that there shall be no slow down, curtailment of work, strike or lockout during the term of this Agreement.

## **ARTICLE 27 - TERM OF AGREEMENT**

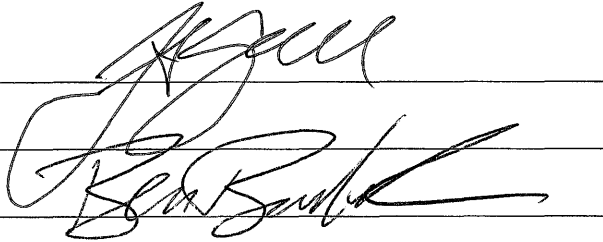
- 27.01** This Agreement shall be for a term commencing on the date of signing and ending on the 31<sup>st</sup> day of December 2017. The Employer agrees to implement any change in the hourly rates of pay in Appendix "A" of this Agreement provided for in a collective agreement negotiated between the Nursing Home Association of New Brunswick and the Canadian Union of Public Employees with respect to any period of time during the term of this Agreement.



- 27.02** Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement or such other date as may be agreed upon by the Union and the Employer. The wages will be effective as per Schedule "A" attached. The shift premium and weekend premium will be retroactive to January 1, 2015. All other terms if the agreement will be effective as per the date of signing of the agreement.
- 27.03** This Agreement shall remain in effect from year to year after unless one of the parties hereto notifies the other within a period of not less than thirty (30) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices in order to be effective must be in writing and given in accordance with the provisions of the *Industrial Relations Act* (New Brunswick).
- 27.04** This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

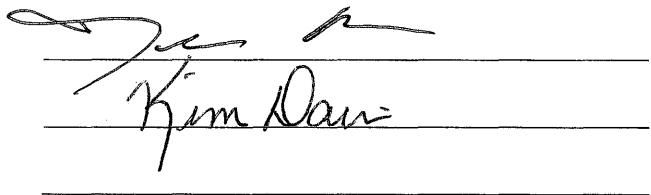
DATED this 14 day of October, 2015.

FOR THE EMPLOYER



Handwritten signature of the Employer, appearing to be "B. B. B.", written over three horizontal lines.

FOR THE UNION



Handwritten signature of the Union representative, appearing to be "Kim Davis", written over three horizontal lines.

**APPENDIX "A"**  
**WAGES**

**Shannex Clinical Services Limited Embassy Hall**

<b>REGULAR HOURLY RATE</b>						
<b>Ind. Code</b>	<b>Classification</b>	<b>Step Hours Worked</b>	<b>Date 1-Jan-15 1%</b>	<b>Date 16-Apr-15 1%</b>	<b>Date 15-Oct-15 1%</b>	<b>Date 16-Apr-16 1%</b>
150	Licensed Practical Nurse	<b>Step 1</b> 0 - 1957.5	22.23	22.45	22.68	22.90
		<b>Step 2</b> > 1957.5 - 3915	23.06	23.29	23.52	23.76
		<b>Step 3</b> > 3915	23.93	24.17	24.41	24.65
150	LPN Restorative	<b>Step 1</b> 0 - 1957.5	22.23	22.45	22.68	22.90
		<b>Step 2</b> > 1957.5 - 3915	23.06	23.29	23.52	23.76
		<b>Step 3</b> > 3915	23.93	24.17	24.41	24.65
<b>ALL-INCLUSIVE HOURLY RATE</b>						
<b>Ind. Code</b>	<b>Classification</b>	<b>Step Hours Worked</b>	<b>Date 1-Jan-15 1%</b>	<b>Date 16-Apr-15 1%</b>	<b>Date 15-Oct-15 1%</b>	<b>Date 16-Apr-16 1%</b>
150	Licensed Practical Nurse	<b>Step 1</b> 0 - 1957.5	25.56	25.82	26.08	26.34
		<b>Step 2</b> > 1957.5 - 3915	26.51	26.78	27.05	27.32
		<b>Step 3</b> > 3915	27.51	27.79	28.07	28.35
150	LPN Restorative	<b>Step 1</b> 0 - 1957.5	25.56	25.82	26.08	26.34
		<b>Step 2</b> > 1957.5 - 3915	26.51	26.78	27.05	27.32
		<b>Step 3</b> > 3915	27.51	27.79	28.07	28.35

\*\*If a CUPE Provincial Agreement between the NB Nursing Homes (non Shannex homes) and CUPE is successfully negotiated and ratified in 2017, the Employer agrees to implement the wage increases for 2017, subject to the approval and funding of the wage rates to the Shannex homes by the New Brunswick Department of Social development.