

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board



IR-014-20

IN THE MATTER OF THE *INDUSTRIAL RELATIONS ACT*

AND IN THE MATTER OF AN APPLICATION FOR A DECLARATION  
CONCERNING STATUS OF SUCCESSOR TRADE UNION

**BETWEEN:**

Canadian Union of Public Employees, Local 5446

**Applicant,**

- and -

Canadian Union of Public Employees, Local 5103

**Predecessor Trade Union,**

- and -

Shannex Clinical Services Ltd. (c.o.b. at Thomas Hall)  
Fredericton, New Brunswick

**Employer.**

**ORDER**

**WHEREAS** by Application filed August 12, 2020, pursuant to section 58 of the *Industrial Relations Act*, the Applicant, Canadian Union of Public Employees, Local 5446, claims that by reason of a merger, it is the successor of and has acquired the rights, privileges and duties of the Predecessor Trade Union, Canadian Union of Public Employees, Local 5103, and does seek a declaration accordingly;

**AND WHEREAS** at the time of the Application, the Predecessor Trade Union was the bargaining agent for a unit of employees of Shannex Clinical Services Ltd. (c.o.b. at Thomas Hall), Fredericton, New Brunswick, on whose behalf the Predecessor Trade Union had obtained bargaining rights by way of Certification Order IR-020-12(B) dated July 12, 2012;

**AND WHEREAS** neither the Predecessor Trade Union nor the Employer oppose the Application;

**AND WHEREAS** no opposition to the Application was filed by any of the affected employees, notwithstanding confirmation that Notices to Employees were posted;

**AND WHEREAS** pursuant to subsection 58(2) of the *Act*, the Board is satisfied that this matter may be determined on the basis of the examination of documentary evidence filed, without the necessity of an oral hearing or a representation vote;

**AND WHEREAS** on the basis of its examination of the records, the Board is satisfied that:

- a) the Predecessor Trade Union was the bargaining agent for a unit of employees of Shannex Clinical Services Ltd. (c.o.b. at Thomas Hall), Fredericton, New Brunswick, on whose behalf it had obtained bargaining rights by way of a Certification Order; and
- b) the merger from Canadian Union of Public Employees Local 5103 to the Canadian Union of Public Employees, Local 5446, was concluded in conformity with the provisions of the respective constitution and by-laws of both trade unions;

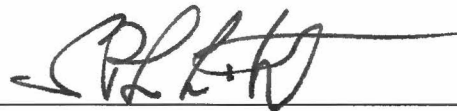
**NOW, THEREFORE,** the Labour and Employment Board does hereby **DECLARE** that:

- a) pursuant to paragraph 128(2)(b) of the *Act*, Canadian Union of Public Employees, Local 5446 is a trade union within the meaning of subsection 1(1) of the *Act*; and
- b) pursuant to subsection 58(1) of the *Act*, Canadian Union of Public Employees, Local 5446 is, by reason of a merger, the Successor Trade Union to and has acquired the rights, privileges and duties under this *Act* of the Predecessor Trade Union, Canadian Union of Public Employees, Local 5103, for the following unit of employees, as defined in the latest collective agreement between the Predecessor Trade Union and the Employer:

**The Full-Time, Part-Time and Casual LPN's working as LPN's at Thomas Hall, 375 Rainsford Lane, Fredericton, New Brunswick".**

**AND FURTHER,** the Labour and Employment Board does **DECLARE** that the Applicant, Canadian Union of Public Employees, Local 5446, is bound by the collective agreement in effect between the Predecessor Trade Union herein and the Employer herein.

DATED at Fredericton, New Brunswick, this 4<sup>th</sup> day of November 2020.



**GEORGE P.L. FILLITER, Q.C.**  
**CHAIRPERSON**  
**LABOUR AND EMPLOYMENT BOARD**

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5103/5446,**  
("Union")

**TERM: January 1<sup>st</sup>, 2018 TO December 31, 2022**

## INDEX

ARTICLE 1 -	PURPOSE.....	1
ARTICLE 2 -	RECOGNITION .....	1
ARTICLE 3 -	MANAGEMENT RIGHTS .....	1
ARTICLE 4 -	DEFINITIONS.....	1
ARTICLE 5 -	DISCRIMINATION/HARASSMENT .....	2
ARTICLE 6 -	UNION SECURITY AND DUES DEDUCTION.....	3
ARTICLE 7 -	UNION MANAGEMENT COMMITTEE .....	4
ARTICLE 8 -	GRIEVANCE AND ARBITRATION PROCEDURE.....	4
ARTICLE 9 -	DISCIPLINE AND DISCHARGE .....	7
ARTICLE 10 -	PROBATIONARY PERIOD .....	7
ARTICLE 11 -	SENIORITY .....	8
ARTICLE 12 -	LAYOFF AND RECALL - AGREED .....	10
ARTICLE 13 -	JOB POSTINGS .....	11
ARTICLE 14 -	HOURS OF WORK AND OVERTIME.....	12
ARTICLE 15 -	LEAVES OF ABSENCES .....	16
ARTICLE 16 -	VACATIONS.....	24
ARTICLE 17 -	HOLIDAYS .....	26
ARTICLE 18 -	WAGES .....	27
ARTICLE 19 -	SHIFT AND WEEKEND PREMIUMS.....	28
ARTICLE 20 -	BENEFITS.....	29
ARTICLE 21 -	RETIREMENT ALLOWANCE AND RRSP .....	29
ARTICLE 22 -	LPN HEALTH AND SAFETY .....	29
ARTICLE 23 -	PERSONNEL FILE.....	31
ARTICLE 24 -	GENERAL .....	31
ARTICLE 25 -	TECHNOLOGICAL CHANGE.....	32
ARTICLE 26 -	NO STRIKE NO LOCKOUT.....	33
ARTICLE 27 -	JOB SHARING .....	33
ARTICLE 28 -	TERM OF AGREEMENT.....	34
APPENDIX "A".....		34

## **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 LPN's;
- (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 LPN's.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 5103 as the exclusive bargaining agent for all Full-time, Part-time and Casual LPN's working as LPN's at Thomas Hall, 375 Rainsford Lane, Fredericton, 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 LPN's 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 Thomas Hall, Fredericton, New Brunswick.
- (d) "Facility" means the Long-Term Care Facility known as Thomas Hall, Fredericton, 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 Thomas Hall, 375 Rainsford Lane, Fredericton, 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 LPN's 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 5103.
- (m) "Union Management Consultation Committee" means the committee established in Article 7 of this Agreement.

4.02 For the purpose of this Agreement, all references to masculine and feminine pronouns will be referred to using gender neutral language throughout the Agreement.

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

- 5.01 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Everyone has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment, and aggression based on grounds protected by Human Rights legislation.
- 5.02 The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this Agreement agree to treat each other with dignity and respect.

- 5.03 The Employer shall post its Policy on Respectful Workplace and Anti-Harassment. Employees have the right to work in a respectful workplace free from disrespectful behaviour, discrimination, and harassment. All Employees are expected to uphold and abide by the Policy. Disrespectful behaviour, discrimination or harassment will be reported to the direct Supervisor or another member of the management team if the Employee chooses. The Employee has the right to decide to be accompanied by a Union Representative.
- 5.04 Employees will maintain confidentiality related to the investigation process, cooperate with Respectful Workplace and Anti-Harassment processes as required (including investigations) and complete mandatory Respectful Workplace and Anti-Harassment training.

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

- 6.01 The Employer shall deduct from all LPN's 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 LPN's 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 LPN's who are covered under the bargaining unit and all such LPN's 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 LPN's 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 LPN's during the orientation of new LPN's to the facility for the purposes of acquainting them with the benefits and duties of Union membership.

- 6.10 Up to two (2) 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 at least two (2) 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. The Union will advise the Employer in writing of the names of the LPN representatives on this committee. Part-time LPN's who are committee members shall receive pay to compensate for any shifts lost due to direct negotiations for up to at least two (2) days.

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

- 7.01 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 ten (10) 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. 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 LPN's 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 LPN's 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 Step 1 - Formal Written Grievance – 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 submit a grievance in writing to the immediate supervisor (or designate). The immediate supervisor (or designate) shall give their reply in writing, within five (5) working days of receipt of the grievance.

The Employer shall provide a Waiver of Union Representation to the affected Employee at any above-mentioned meeting if that Employee chooses not to have Union Representation.

8.05 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.

8.06 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.

8.07 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.

8.08 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.

8.09 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.

8.10 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.

- 8.11 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.
- 8.12 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.
- 8.13 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.
- 8.14 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.
- 8.15 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.
- 8.16 For the purposes of this Article only, workdays shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count
- 8.17 Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employer.
- 8.18 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.
- 8.19 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 8.20 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. The Employer is obligated to follow the principles of procedural fairness and has a duty to act fairly in relation to any incident that could warrant discipline of a LPN.
- 9.02 LPN's 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 employee of their choice present when the LPN is being disciplined with a written warning or more serious discipline. The Employer will provide at least twenty-four (24) hours notice to allow the LPN to contact a Union representative or another employee of their choice. The parties mutually agree that there will be no unreasonable delay due to the unavailability of the Union representative or another employee of their choice.
- The Employer shall provide a Waiver of Union Representation to the affected employee at any above mentioned meeting if that employee chooses not to have union representation.
- 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.
- 9.07 The Employer may use electronic monitoring and/or surveillance equipment to protect the Employer's premises and property, and to enhance the personal safety of LPN's, residents, and visitors. Electronic monitoring and surveillance should not be used for the sole purpose of conducting general, ongoing supervision of LPN's. When incidents occur, or allegations are made that involve either residents, visitors or LPN's, the parties agree that the electronic recording can be used by the Employer for purposes of investigating the incident.

## **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 LPN's;
- (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 Employees, including probationary Employees, shall be sent to the Union and posted on the bulletin board(s) by March 15<sup>th</sup> and September 15<sup>th</sup> of each year, showing the total seniority hours of the previous period, the total seniority hours of the current period and the total seniority hours from the date of hiring to the end of the last full pay period prior to each date.
- (b) Any changes in the scheduling of LPN's, 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.

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

### **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) Childcare 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 more than two (2) years which is granted to a LPN who is elected or appointed to public office pursuant to Article 15.06 together with up to fifteen (15) days without pay, which is granted per calendar year, to LPN's 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. LPN's 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 Thomas 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 - AGREED**

**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, LPN's shall be laid off in reverse order of seniority provided the remaining LPN's have the immediate skill and ability to effectively perform the work that is available;
- (b) LPN's 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 LPN's**

No new Full-time or Part-time LPN's shall be employed until all those who have been laid-off from Thomas 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, anticipated shift schedule 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.
- (c) All temporary postings shall contain a start and anticipated end date. The Union shall be notified in writing of any extensions.

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 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 LPN's 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 each five (5) years 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.
- 13.07 A LPN may not hold more than one temporary position at a time.

#### **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 LPN's and Part-time LPN's, in a designated area out of public access;
- (b) A minimum of twenty-four (24) hours notice in advance of the scheduled shift shall be given to the Employee 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 twenty-four (24) 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 LPN's and Part-time LPN's working on a casual basis). If a shift is cancelled by the Employer without the minimum twenty-four (24) hours notice prior to the start of the original shift, the Employer shall offer a makeup shift within two weeks. Such a make-up shift shall be in addition to any previously scheduled shifts over that two-week period.

- (c) The Employer recognizes that Full-time LPN's 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 LPN's affected and the Employer will take into consideration the preferences of a clear majority of the LPN's 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 November 15 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 LPN's 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 LPN's remain on the nursing unit or within the Facility for their designated meal and rest break(s).

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

**14.05 Weekends Off**

- (a) Full-time LPN's may be required to work two (2) out of every four (4) weekends; and
- (b) Part-time LPN's may be required to work two (2) out of every three (3) weekends.

It is agreed that (a) and (b) do not apply where there is a new shift schedule determined in accordance with Article 14.02(e).

**14.06 Time Off Between Shifts**

Except by agreement with a LPN, the Employer will endeavour to schedule at least twelve (12) hours off between regularly scheduled shifts.

**14.07 Additional Shifts**

(a) When extra shifts or hours of work are available to be assigned to Employees, such extra hours of work will first be offered by seniority to part-time Employees who have declared their availability and then by seniority to casual employees who have declared their availability, provided that, by following the provisions of this Article, no overtime is incurred.

(b) If the Employer fails to follow the process stated in Article 14.07(a) and fails to schedule and/or call by seniority, the LPN(s) not scheduled and/or called will be given the opportunity to work a make up shift within a four (4) week period. Should the make up shift not be given within four (4) weeks, the LPN shall be paid for all hours lost and benefits under the collective agreement. The make up shift shall be as close as possible to the day and shift that was missed and will not be considered overtime and shall be at a mutually agreed time.

(c) The LPN shall not decline reasonable offers made by the Employer pursuant to the rules defined within 14.07(b). If the LPN declines reasonable offers made with the four (4) week period, they shall have no claim to pay for hours lost and benefits under the collective agreement.

**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 LPN's exchanging shifts shall give written notification to their immediate supervisor (or designate) 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**

LPN's who report for work as scheduled by the Employer will be guaranteed work for that shift.

**14.10 Overtime**

- (a) Full-time LPN's 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 (11.25) hours (if regularly scheduled to work twelve hours (12) hours per day) or an average of seventy-five (75) hours worked in a bi-weekly pay period.
- (b) Part-time LPN's will be paid an overtime rate of time and one-half (1 ½) the Part-time LPN's 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".

**Break and Meal Allowance on Double Shift**

- (h) 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.
- (i) If a LPN works a double shift a meal will be provided by the Employer.

**14.11 Nursing Coverage**

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

**14.12 Semi-Annual Time Change**

The changing of daylight-saving time to standard time, or vice versa, shall not result in LPN's 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, stepsibling, 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.

Non-Immediate family means the LPN's stepsibling, 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.

- (a) In the event of the death in the LPN's immediate family, the LPN shall be granted a leave of absence for a period of 7 days effective midnight following the death. During the leave, the LPN shall be paid up to 5 working days.
- (b) In the event of the death of an LPN's non-immediate family, the LPN shall be granted a leave of absence for a period of 5 days effective midnight following the death. During the leave, The LPN shall be paid up to two (2) working days.
- (c) When an 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;
- (d) An 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; and
- (e) Upon request by the LPN, where the burial occurs outside the province or more than 200 km from the LPN's residence, such leave shall include up to two (2) extra days without pay. The LPN has the option to draw from accumulated holiday or vacation banks to cover the period of unpaid leave.

### **15.02 Personal Leave**

- (a) An 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) LPN's 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;

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;

- (b) 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
- (c) 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**

LPN's 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 LPN's can accumulate paid sick time credits, and only Full-time and Part-time LPN's can use sick leave credits.
- (b) Paid sick leave credits for Full-time LPN's and Part-time LPN's 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 twelve hundred (1,200) hours; and
  - (iii) Before January 31st of each year, the Employer shall provide each LPN with a record of her sick leave credits in the bank. This record will include the number of sick leave credits (days/hours) utilized during the previous twelve (12) months. (January 1 to December 31), the number of sick leave credits (days/hours) credited to the sick leave bank and the total sick leave credits available.
- (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) LPN's 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**

LPN's 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 debited against sick leave credits in order to:

- i) Engage in and facilitate the LPN's personal preventative medical or dental care. LPN's 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;

- iii) A LPN will be permitted to use up to fifteen (15) of the hours referred to in this Article 15.05(j) to attend to medical and dental appointments for their Immediate Family. LPN's shall endeavour to arrange for such appointments during off duty hours; and

An absence for any of the hours referred to in this Article 15.05(j) shall not be used or referred to with respect to the Employer's attendance management program.

(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 two (2) 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:
  - (a) Such LPN may choose 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;
  - (b) 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
  - (c) 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 Adverse Weather Conditions**

- (a) It is the responsibility of the Employee to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, an Employee who is unable to come to work on time due to unsafe or impassable road conditions as declared by the highway authority or police; where city transit has

discontinued service and/or where the roads have been restricted to emergency vehicles only will be:

- (i) Paid for a full shift if the LPN arrives for work within the first two (2) hours of the scheduled shift;
  - (ii) Only be paid for hours of actual work if the LPN arrives past the first two (2) hours of her scheduled shift;
  - (iii) 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;
- (b) When the arrival of the LPN at work is impossible or delayed due to adverse weather conditions beyond two (2) hours, all absent time will be deemed to be leave and the LPN has the option to:
- (i) take the absent time as unpaid; or
  - (ii) deduct the absent time from accumulated holiday time or vacation;
  - (iii) when the Employee has no entitlement to accumulated paid leave, the Employee may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (c) The above clauses do not remove the responsibility from an LPN to contact the Employer, if able, in regard to their intent to come to work; and
- (d) Such time shall not be referred to or used in calculations with respect to the attendance of the LPN.

**15.09 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 LPN's elected or appointed to represent Union business. However, not more than two (2) LPN's 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 15.09(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 15.09(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 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.

**15.10 Pregnancy/Birth Leave**

- (a) LPN's 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 15.10(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.

**15.11 Parental and Adoption Leave**

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

**15.12 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.

**15.13 Benefit Plan Continuation**

LPN's shall be entitled, during unpaid Leaves of Absence under articles 15.02, 15.04, 15.05, 15.07, 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 an 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.

**15.14 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.

**15.15 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.

#### 15.16 Domestic and Family Violence

The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

The Employee will not be subject to discipline if their attendance or poor work performance is reasonably to be found as a result of an abusive or violent situation.

Employees will be entitled to leave in accordance with the Domestic and Family Leave Provision in the New Brunswick *Employment Standards Act*.

### 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 LPN's and Part-time LPN's shall accumulate as follows:
  - (a) 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;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) 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;

- (f) 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
- (g) At 39,150 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 her unused vacation credits to the subsequent vacation year.

16.06 (a) The LPN shall meet with the Employer on the first business day following April 15<sup>th</sup> and the first business day following October 15<sup>th</sup> to request vacation leave for the following six months period (June-November and December-May, respectively). The Employer shall post the meeting schedule two weeks prior to the meeting times. 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 the end of the meeting day 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 15<sup>th</sup> and November 15<sup>th</sup>, a finalized list upon which the LPN's vacation dates for the respective six-month period. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected LPNs. Vacations requested outside the process referred to in (a) will be approved in order of requests, subject to operational requirements. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected Employees.

- (b) LPNs who have not indicated vacation preference by end of appointment day, 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.

16.07 Vacations requested outside the process referred to in 16.06 (a) will be approved in order requested, subject to operational requirements.

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 twelve (12) calendar dates shall be recognized as "holidays":

- |                         |                                     |
|-------------------------|-------------------------------------|
| 1. New Year's Day       | 7. 1 <sup>st</sup> Monday in August |
| 2. Family Day           | 8. Labour Day                       |
| 3. Good Friday          | 9. Thanksgiving Day                 |
| 4. Easter Sunday        | 10. Remembrance Day                 |
| 5. Victoria Day         | 11. Christmas Day                   |
| 6. July 1 <sup>st</sup> | 12. Boxing Day                      |

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. For the purposes of this Article, application of sick leave benefit does not constitute an approved leave.
- 17.03 Full-time LPN's 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 LPN's 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 0.04597701 times paid hours in the thirty (30) days immediately preceding the holiday.
- 17.05 (a) 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 after the calendar date of the holiday where operational requirements permit.
- (b) Full-time LPN's will notify the Employer by December 1st of each year if they choose to bank the premium pay earned when they work on a Statutory holiday as time or if they wish to be paid within the pay period. Any Full-Time LPN who does not communicate their preference in writing to the Employer by December 1st will be paid within the pay period

for the duration of the year. Any banked time which is not used will be paid out no later than January 31st as per Article 17.12.

- 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 after the calendar date of the holiday where operational requirements permit.
- 17.07 Subject to Articles 17.10 and 17.12, a LPN shall be entitled to accumulate holidays to a maximum of nine (9) days at any one time and take such days off at a mutually agreed time.
- 17.08 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.
- 17.09 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 seven and one-half (7½) hour holiday pay.
- 17.10 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.
- 17.11 In the event that any of the seven and one-half (7.5) hour holidays are not built into the rotation, the holiday off will be scheduled at the mutually agreed upon time, not beyond January 31 of the subsequent calendar year.
- 17.12 In the event that the Employee has any banked holiday time accrued in the previous calendar year, the holiday will be paid out the second pay in February.

## **ARTICLE 18 - WAGES**

### **18.01 Rates of Pay**

LPN's 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. LPN's

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 LPN's who chose to work in a classification with a lower rate of pay.
- 18.05 (a) Part-time LPN's who as of the date of the signing of this Agreement are paid in accordance with the all-inclusive wage rate may continue this wage rate, or they may elect at any time to be paid in accordance with the regular hourly rate of pay and accrue benefits for holidays, vacations and sick leave in accordance with this Agreement;
- (b) Once such a Part-time LPN elects to be paid on the regular hourly rate of pay and accrue credits for holidays, vacation, and sick leave, she cannot revert back to the all-inclusive pay rate;
- (c) All Part-time LPN's 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; and
- (d) The Employer agrees to inform any Part-time LPN being paid the all-inclusive wage rate that if she accepts a Temporary Position that she will be receiving the regular rate of pay and accrue benefits for holidays, vacation and sick leave in accordance with this Agreement and will not be able to revert back to the all-inclusive pay rate at the end of the Temporary Position unless she returns to a position as a Casual LPN.

## **ARTICLE 19 - SHIFT AND WEEKEND PREMIUMS**

### **19.01 Shift Differential Premium**

Full-time and Part-time LPN's who work rotating shifts will be provided with a shift premium of one dollar and forty cents (\$1.40) 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 LPN's who work rotating shifts will be provided with a weekend premium of one dollar (\$1.00) 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 LPN's who have completed their Probationary Period shall participate in the benefit plans currently made available by the Employer, in accordance with the terms and conditions of those plans.

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 LPN's.

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

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

The Employer, the Union and LPN's 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 LPN's during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect LPN's from injury or health hazards shall be provided by the Employer and LPN's shall be required to use them. LPN's 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 LPN's through the Occupational Health and Safety Committee.

#### **22.04 Modified Work Program**

LPN's and Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured LPN's to the workplace as soon as possible after an accident for which Workers' Compensation benefits were paid. The LPN's 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

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 eyeglasses, 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 An electronic personnel file shall be maintained for all Employees. Each Employee is entitled to have access to their personnel file.
- 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 The disciplinary record of an Employee shall not be used against them 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 agreed that all disciplinary action with regards to the resident abuse. Respectful Workplace Policy or dishonesty will remain on the 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 LPN's afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided LPN's 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. LPN's 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 LPN Conduct, location of policy manuals, supplies and equipment, and fire and disaster plans. LPN's shall be required to attend the orientation as a condition of employment.

**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;
- (c) All mandatory training shall be completed on paid time.
- (d) Such training/education shall not interfere with an Employee's break and meal entitlements under this Collective Agreement.

**24.04 Proper Accommodation**

Proper accommodation shall be provided for LPN's 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 LPN's 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 LPN's.

**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 LPN's 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 LPN's in the bargaining unit, or substantial changes in the hours of work or the duties performed by LPN's 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 - JOB SHARING**

27.01 Taking into consideration the fact that the Employer wishes to retain well-qualified staff who are unable to provide a full-time commitment and that a job sharing arrangement can enable this to happen, the Employer agrees to the following provisions:

- (a) Job sharing requests with regard to Full-time positions shall be considered on an individual basis and the Employer reserves the right to determine the appropriateness of any such arrangement and whether or not to grant a request to job share.
- (b) A LPN, who is in a job-sharing agreement, shall be considered a Part-time LPN as defined in Article 4.01 of this Agreement and shall share rotation of the position.

Once the Job Share request has been approved in principle, the Employer shall post the available temporary portion of the job share, as per Article 13.01 of the collective agreement, with the anticipated start and end date of the Job Share. Should the Job Share require to commence before the successful applicant has been determined, the reduced hours shall be assigned as per Article 14.07 (a).

- (c) Either of the LPN's in a job share arrangement may discontinue the job sharing by giving the Employer and the partner thirty (30) days prior written notice.
- (d) The Employer may cancel any job-sharing arrangement by giving thirty (30) days prior written notice to the LPN's affected. The affected LPN's will return to their former or equivalent positions. The Employer will make every reasonable effort to continue job sharing arrangements.
- (e) If one job partner leaves a job sharing arrangement which the Employer has agreed to, and the Employer agrees to continue with that job share arrangement, the vacancy will be posted by the Employer in accordance with the provisions of Article 13.01.

If one of the job partners leaves and the Employer does not wish to continue the job-sharing arrangement, the regular Part-time LPN(s) in the job-sharing arrangement will return to their former or equivalent positions. In the event that this is not the original full-time position which became the job share position, the full-time position will be posted in accordance with the provisions of Article 13.01.

- (f) The LPN's will determine the division and scheduling of their assigned hours between them and then seek agreement to that schedule from the Employer.
- (g) The Employer will be responsible for scheduling a replacement LPN where it deems necessary in cases of absence due to illness, or holidays.
- (h) Overtime shall be payable to a LPN who is participating in a job-sharing arrangement in accordance with this Agreement unless the LPN has exchanged shifts with another LPN for her convenience.
- (i) The overall cost to the Employer for holidays or any other employment related benefits shall not increase because of a job-sharing arrangement.

#### **ARTICLE 28 - TERM OF AGREEMENT**

- 28.01 This Agreement shall be for a term commencing on the 1<sup>st</sup> day of January 2018 and ending on the 31<sup>st</sup> day of December 2022.
- 28.02 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.
- 28.03 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).

28.04 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED this 26<sup>th</sup> day of October, 2020.

FOR THE EMPLOYER

Pamela Bowen  
B. P. [Signature]

FOR THE UNION

H. G. [Signature]  
Krista Peterson  
Amber Wilson  
Melanie Beckett [Signature]

**MEMORANDUM OF UNDERSTANDING**

**RE:**

**EDUCATION SESSIONS RELATED TO ATTENDANCE MANAGEMENT PROGRAM**

**BETWEEN:**

**SHANNEX CLINICAL SERVICES LIMITED ("Shannex")**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
5103/5446 ("Union")**

Shannex and the Union agree that a joint committee will be struck to prepare, and present educational sessions related to the purpose and application of the Attendance Management Program.

DATED at Fredericton, New Brunswick, this 26 day of October, 2020.

**SHANNEX**

**UNION**

Panela Bowen

H. G.

\_\_\_\_\_

Kriste Peterson

[Signature]

Amber Wilson

\_\_\_\_\_

Melanie Beckwith

**MEMORANDUM OF UNDERSTANDING**

**RE: TRANSFER ROSTER**

**BETWEEN:**

**SHANNEX CLINICAL SERVICES LIMITED ("Shannex")**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
5103/5446 ("Union")**

The Employer agrees to maintain a transfer roster of the names of the employees who have requested to be considered for a transfer to another position within their current classification and employment status (FTE).

Employees are responsible for submitting a request for transfer on the appropriate form indicating any preferred positions. The Employer shall determine all assignments from the transfer roster based on seniority. When transfers have been confirmed, the Employer will advise the Union of the employees who have been transferred. Any permanent vacancies declared following the transfer process will be posted in accordance with Article 13.

DATED at Fredericton, New Brunswick, this 26 day of October, 2020.

**SHANNEX**

**UNION - For Local 5103/5446**

Pamela Bowen

H/ G

\_\_\_\_\_

Krista Peterson

B. M. C.

Amelia Wilson

\_\_\_\_\_

Melanie Bockett Sherris

SHANNEX CLINICAL SERVICES LIMITED THOMAS HALL

REGULAR HOURLY RATE											
Ind. Code	Classification	Step Hours Worked	Date April 2018	Date Oct. 2018	Date April 2019	Date Oct. 2019	Date April 2020	Date Oct. 2020	Date April 2021	Date Oct. 2021	Date April 2022
150	Licensed Practical Nurse	Step 1 0 - 1957.5	23.54	23.71	23.89	24.07	24.25	24.49	24.74	24.99	25.23
		Step 2 > 1957.5 - 3915	24.42	24.60	24.79	24.97	25.16	25.41	25.67	25.92	26.18
		Step 3 > 3915	25.33	25.52	25.72	25.91	26.10	26.36	26.63	26.89	27.16
150	LPN Restorative	Step 1 0 - 1957.5	23.54	23.71	23.89	24.07	24.25	24.49	24.74	24.99	25.23
		Step 2 > 1957.5 - 3915	24.42	24.60	24.79	24.97	25.16	25.41	25.67	25.92	26.18
		Step 3 > 3915	25.33	25.52	25.72	25.91	26.10	26.36	26.63	26.89	27.16

ALL-INCLUSIVE HOURLY RATE

Ind. Code	Classification	Step Hours Worked	Date April 2018	Date Oct. 2018	Date Apr 2019	Date Oct. 2019	Date April 2020	Date Oct. 2020	Date April 2021	Date Oct. 2021	Date April 2022
150	Licensed Practical Nurse	Step 1 0 - 1957.5	27.07	27.27	27.48	27.69	27.89	28.17	28.45	28.74	29.03
		Step 2 > 1957.5 - 3915	28.18	28.29	28.50	28.72	28.93	29.22	29.51	29.81	30.11
		Step 3 > 3915	29.14	29.36	29.58	29.80	30.02	30.32	30.63	30.93	31.24
150	LPN Restorative	Step 1 0 - 1957.5	27.07	27.27	27.48	27.69	27.89	28.17	28.45	28.74	29.03
		Step 2 > 1957.5 - 3915	28.18	28.29	28.50	28.72	28.93	29.22	29.51	29.81	30.11
		Step 3 > 3915	29.14	29.36	29.58	29.80	30.02	30.32	30.63	30.93	31.24

**MEMORANDUM OF UNDERSTANDING**

**RE: WAGE ADJUSTMENTS IN RELATION TO PROVINCIAL COLLECTIVE AGREEMENT  
AND RETROACTIVITY**

BETWEEN:

**SHANNEX CLINICAL SERVICES LIMITED ("Shannex")**

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL  
5103/5446 ("Union")**

In addition to the wage increases agreed to in this Collective Agreement as set out in Appendix "A", the Parties have agreed to wage adjustments in relation to the period from October 16, 2016 to December 31, 2017 under the expired Collective Agreement, and to terms on eligibility for retroactive payment for all wage entitlements under this Collective Agreement and MOU, as follows:

**Wage Adjustments in relation to Provincial Collective Agreement:**

- (a) Retroactive wage adjustments (increases) shall be applied effective as follows:
  - October 16, 2016 @ 0.625%
  - April 16, 2017 @ 0.625%
  - October 16, 2017 @ 0.75%
- (b) As consideration for these wage adjustments, the Union acknowledges and agrees that the "Me Too" clause related to 2017 wages in the expired collective agreement between the Union and the Employer (Jan 1, 2015 and Dec 31, 2017) is of no further force and effect;
- (c) Subject to funding approval from the Department of Social Development, the Employer agrees to implement a further wage increase effective October 16, 2022; and
- (d) The Parties agree that the obligation under paragraph (c) above shall continue in force beyond the expiry date of the term of this Collective Agreement, but only until such date as the Department of Social Development approves a wage increase covering the period from October 16, 2022 to December 31, 2022.

**Retroactivity:**

- (e) All wage increases under this Collective Agreement and MOU shall be payable retroactive to the applicable effective date, and subject to the terms of this MOU.
- (f) Persons not eligible for retroactive payment of wages under this Collective Agreement and MOU are as follows:

- i) Those who left the employ of the Employer before completing their probationary period;
  - ii) Those persons who became employed on or after January 1, 2018 and who voluntarily left the employ of the Employer prior to the date of signing this Agreement; or
  - iii) Those persons who the Employer, at any time and for any reasons, discharged from their employment and they have not been reinstated.
- (g) Persons eligible for retroactive payment of wages under this Collective Agreement and MOU, who are not employed with the Employer as of the date of signing, must apply to the Employer for retroactive wages within 30 days of signing this Agreement. After such date they will no longer be eligible for retroactive payments
- (h) For greater clarity, the following table provides a depiction of the differences between persons eligible and persons not eligible for retroactive wages, as provided for under paragraphs (e) and (f) above:

Thomas Hall	Persons Eligible for Retroactive Payments	Persons NOT Eligible for Retroactive Payments
Became employed prior to current agreement expiring ( <i>December 31, 2017</i> )	<ul style="list-style-type: none"> <li>✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply)</li> <li>✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply)</li> <li>✓ Voluntarily resigned on or after <i>January 1, 2018</i> but prior to date of signing new Agreement (needs to apply)</li> </ul>	<ul style="list-style-type: none"> <li>✗ Did not complete probationary period</li> <li>✗ Discharged and not reinstated</li> </ul>
Became employed after current agreement expired ( <i>January 1, 2018</i> )	<ul style="list-style-type: none"> <li>✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply)</li> <li>✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply)</li> </ul>	<ul style="list-style-type: none"> <li>✗ Did not complete probationary period</li> <li>✗ Discharged and not reinstated</li> <li>✗ Voluntarily resigned on or after <i>January 1, 2018</i> but prior to date of signing new Agreement</li> </ul>

- (i) Effective date of all other changes in the Collective Agreement, aside from Wages, shall be effective in accordance with Article 28.02 of the Collective Agreement.

DATED at Fredericton, New Brunswick, this 26 day of October 2020.

SHANNEX

Pamela Boven

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[Signature]

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UNION - For Local 5103/5446

[Signature]

Krista Peterson

[Signature]

Melanie Berrett Grant

**MEMORANDUM OF AGREEMENT**

**BENEFITS CONSULTATION**

**BETWEEN:**

**SHANNEX RLC LIMITED & SHANNEX CLINICAL SERVICES LIMITED ("Shannex")**

**-and-**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5103/5446 ("Union – Thomas Hall")**

Shannex agrees to invite Union representatives from Thomas Hall, CUPE Local 5103 to participate in consultation discussions regarding proposed changes to the group benefits plans related to plan design and/or coverage, which may impact employees of the bargaining unit.

DATED at Fredericton, New Brunswick this 26 day of October, 2020

**SHANNEX**

Pamela Bowen

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[Signature]

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**UNION – For Local 5103/5446**

[Signature]

Krista Peterson

[Signature]

Melani Beckwith