

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board



IR-016-20

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 5366

Predecessor Trade Union,

- and -

Shannex RLC Ltd. (c.o.b. at Frederick 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 5366, 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 RLC Ltd. (c.o.b. at Frederick Hall), Fredericton, New Brunswick, on whose behalf the Predecessor Trade Union had obtained bargaining rights by way of Certification Order IR-069-17(A) dated January 18, 2018;

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 RLC Ltd. (c.o.b. at Frederick 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 5366 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 5366, 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 Employees working as Client Care Assistants, Recreation Assistants, and Restorative Care Assistants (non-LPNs) at Frederick Hall, 379 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 4th day of November 2020.



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

COLLECTIVE AGREEMENT

BETWEEN

SHANNEX RLC LIMITED
Carrying on business at **Frederick Hall,**
Fredericton, New Brunswick
("Shannex")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5366,
("Union")

TERM: January 30, 2019 to January 29, 2023

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ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to:

- (a) Outline the terms and conditions of employment;
- (b) Promote and maintain harmonious relationships between the Employer and all Employees;
- (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 Employees.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 5446/5366 as the exclusive bargaining agent for all Full-time, Part-time and Casual Employees working as Client Care Assistants, Recreation Assistants, and Restorative Care Assistants (non LPNs) at Frederick Hall, 379 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 Employee 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 exclusive 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.

3.02 The Employer will establish Policies and Operating Procedures and all Employees will be expected to familiarize themselves with and follow these Policies and Operating Procedures, which will be available in the workplace. These Policies and Operating Procedures are developed to ensure that the Employer is in the best position to provide the highest service and care possible to residents and to meet the requirements of the law.

ARTICLE 4 - DEFINITIONS

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

- (a) "Agreement" means this Collective Agreement.
- (b) "Casual Employee" means an Employee who works "on-call" or on an "as-needed basis" but is not regularly scheduled. Casual Employees shall be paid the all-inclusive rate in lieu of accumulating sick leave, vacation and holiday credits.
- (c) "Employee" means a Full-time, Part-time or Casual Client Care Assistant, Recreation Assistant, or Restorative Care Assistant (non-LPN), working at Frederick Hall, 379 Rainsford Lane, Fredericton, New Brunswick;
- (d) "Employer" means Shannex RLC Limited, carrying on business at Frederick Hall, Fredericton, New Brunswick.
- (e) "Facility" means the Long-Term Care Facility known as Frederick Hall, Fredericton, New Brunswick.
- (f) "Full-time Employee" means an Employee who is hired to a position on a regular or temporary basis to work the work period described in Article 14 (Hours of Work) of this Agreement.
- (g) "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.
- (h) "Part-time Employee" means an Employee who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a Full-time Employee.
- (i) "Probationary Period" means the first six hundred (600) Hours Worked as an Employee but excluding orientation hours.
- (j) "Spouse" means a legal marriage partner or a live-in partner who has been identified in writing by the Employee to the Employer as their 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 Employees 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 pro-rated based on the temporary position.
- (l) "Union" means the Canadian Union of Public Employees, Local 5446/5366.
- (m) "Labour Management Committee" means the committee established in accordance with Article 7 (Labour Management Committee) 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 through-out 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. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment and aggression on the basis of grounds protected by Human Rights legislation.
- 5.02** The Employer and the Union agrees 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 this 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 Employees 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 15th of the month following the month for which such deductions were made and shall provide the names of all Employees from whom deductions were made, amounts deducted and total amount of regular wages earned by each Employee.
- 6.03** The Employer will provide the local Secretary-Treasurer on the 15th day of each month with a list of all new Employees who are covered under the bargaining unit and all such Employees 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 Employees 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 Employees during the orientation of new Employees 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, shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union for up to 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 Employee representatives on this committee. Part-time Employees who are committee members shall receive pay to compensate for any shifts lost due to direct negotiations for up to two (2) days.

ARTICLE 7 - LABOUR MANAGEMENT COMMITTEE

- 7.01** A Labour Management Committee ("Committee") shall be established consisting of two (2) Employee representatives of the Union (employed by Shannex RLC Limited), two (2) Licensed Practical Nurses representatives of the Union (employed by Shannex Clinical Services Limited) and four (4) representatives of the Employer;
- (a) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of six (6) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
- (b) Employee 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 Employees 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 Employee and the Employer will recognize a Committee of Shop Stewards who are employed as Employees 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.
- 8.05** **Step 2 – Review by General Manager** - Should the reply given by the supervisor or designate at Step 1 not be acceptable to the grievor, the grievance shall be submitted in writing to the General Manager (or designate) within five (5) working days of the receipt of the decision in Step 1. The General Manager (or designate) shall give their reply in writing, within five (5) working days of receipt of the grievance.
- 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 Grievance Committee within five (5) working days. The Regional Manager (or designate) shall reply in writing, within five (5) working days following such meeting.
- 8.07** **Arbitration** - Should the decision of the Regional Manager (or designate) not be acceptable, the Union shall notify the Regional Manager (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 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 of those nominees is appointed. Should the nominees fail to agree in the 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 an Employee.
- 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 their 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 their immediate supervisor prior to leaving the workplace and report to the supervisor immediately upon their return. Such permission shall not be unreasonably withheld.
- 8.16** For the purposes of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 8.17** 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 only 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 Employee 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 an Employee.
- 9.02** Employees 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 an Employee.
- 9.04** An Employee may have a Union representative or another Employee of their choice present when the Employee is being disciplined with a written warning or more serious discipline.
- 9.05** Where an Employee chooses to waive their right to union representation, the Employer will require the Employee to sign a waiver stating they were offered the right to union representation, which they have knowingly waived.
- 9.06** An Employee shall provide two (2) weeks' notice of resignation of employment by the Employee, 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.
- 9.07** When an Employee resigns, is discharged, retires or dies, the Employee or their 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.
- 9.08** 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 Employees, residents and visitors. Electronic monitoring and surveillance should not be used for the sole purpose of conducting general, ongoing supervision of Employees. When incidents occur, or allegations are made that involve either residents, visitors or Employees, 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 six hundred and forty (600) Hours Worked as an Employee, excluding orientation hours, shall be considered as the Probationary Period;
- (b) The employment of a probationary Employee 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 (Discrimination/Harassment) 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 Employees;
- (d) Any Employee who resigns after completing their probationary period but who is rehired by the Employer within six (6) months of their resignation shall be required to serve a Probationary Period of up to three hundred and twenty (320) 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 February 15, and August 15 of each year, showing each Employee's Seniority date, as of the end of the last full pay period prior to January 31, and July 31, respectively.
- (b) Any changes in the scheduling of Employees, 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, an Employee in disagreement with their seniority thereon must indicate their disagreement in writing to the Employer. Within five (5) working days following, the Employer shall respond to the Employee in respect of the problem raised.
- (d) In the event that more than one Employee commences work on the same date, and at the same hour, all such Employees shall have their seniority determined by a draw in the presence of all such Employees and a representative of the Union. Results of such draw are to be acknowledged in writing and signed off by the affected Employees.

11.02 Maintenance of Seniority

An Employee shall maintain their Seniority date during the following leaves:

- (a) Maternity leave as set out in the New Brunswick Employment Standards Act;
- (b) Child care leave as 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 an Employee 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 an Employee 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 Employees 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;

11.03 The maintenance of seniority as set out in (a), (b), (c), (d) and (e) above shall not entitle the Employee to any credits for vacation, sick leave and statutory holidays during the period of leave.

11.04 Loss of Seniority

An Employee shall only lose their seniority in the event that:

- (a) They are discharged for just cause and is not reinstated;
- (b) They resign or retire;
- (c) They are 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 Employee to keep the Employer informed of their current address;
- (e) They are laid off for a period longer than two (2) years;
- (f) They fail to report to work at the expiration of a leave of absence or maternity leave unless they have advised the Employer of their inability to return to work with a reasonable excuse; and
- (g) An Employee who retires from employment loses seniority, but if within six months of the retirement, the Employee returns to work at Frederick Hall, the Employee will maintain the seniority the Employee had prior to retirement and will accumulate additional seniority on regular basis depending on the status of the appointment after retirement.

11.05 Transfer and Seniority outside the Bargaining Unit

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

ARTICLE 12 - LAYOFF AND RECALL

12.01 Definition of Layoff

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

12.02 Layoff and Recall

- (a) In the event of a layoff, Employees shall be laid off in reverse order of seniority provided the remaining Employees have the immediate skill and ability to effectively perform the work that is available;
- (b) Employees 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) An Employee who is affected by layoff may claim the job of any less senior Employee provided that the Employee has the immediate skill and ability to effectively perform the job the Employee is claiming.

12.03 Notice of Layoff

- (a) The Employer will consult with the Employee representatives on the Labour Management Committee regarding ways to minimize the adverse effect on the Employee(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 Employee to consider the displacement options and to notify the Employer in writing of their choice; and
- (c) Twenty-one (21) days' written notice of layoff shall be given to an affected Employee 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 Employee who is on layoff may indicate their availability to work casual shifts. An Employee's status shall not change while working casual shifts. If an Employee on recall works casual shifts the recall period will be extended by the number of hours worked.

12.05 New Employees

No new Full-time or Part-time Employees shall be employed until all those who have been laid-off from Frederick 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 Employee on layoff to keep the Employer advised at all times of their 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 Employee. The Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal circumstances require, extend their date for a return to work for a maximum of seven (7) calendar days.

12.07 Seniority 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, anticipated shift schedule, anticipated start date and expected end date for temporary postings. Qualifications may not be established in an arbitrary or a discriminatory manner. The Union shall be notified in writing of any extensions.
- (b) If an Employee is interested in applying, an application in writing must be submitted directly to the designated representative of the Employer.

13.02 In determining the successful candidate, when filling a vacant position, seniority shall be the determining factor when two or more candidates are deemed by the Employer to be relatively equal in their abilities, skills, qualifications and demonstrated work performance related to the required duties of the position.

13.03 No applications received from persons outside the Facility shall be considered until the applications of present Employees have been fully considered.

13.04 If an Employee is not successful in an application for a position, the Employer will on request, meet with the Employee and explain the reason(s) why the Employee was not successful.

13.05 Should the successful candidate be an existing Employee, she shall be placed on a trial period for three hundred and twenty (320) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties, prior to the expiration of the trial period, the Employee shall be returned to

their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. An Employee may only request to leave a new position once each five (5) years within the three hundred and twenty (320) hours trial period.

- 13.06** An Employee seeking employment at another Shannex facility may request that copies of their personnel file be forwarded to the other facility and the Employer will facilitate this request.

ARTICLE 14 - HOURS OF WORK

14.01 Normal Work Week

The hours of work for a Full-time Employee 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 Employees and Part-time Employees, 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 Employee 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 Employee shall be paid at an overtime rate of one and one-half (1½) times the Employee's regular rate (excluding Casual Employees and Part-time Employees working on a casual basis);

- (c) The Employer recognizes that Full-time Employees 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. If a shift is cancelled by the Employer without the minimum twenty-four (24) notice prior to the start of the original shift, the Employer shall offer a makeup shift within the same or subsequent pay period;
- (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 Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees 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 15th 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 Employees 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 Employee to have designated meal and rest break(s) at regular intervals during the shifts.
- (e) Operational requirements may require that Employees remain on the nursing unit or within the Facility for their designated meal and rest break(s).
- (f) Where operational requirements prevent an Employee 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 Employee shall be paid their current rate for their one-half (½) hour or forty-five (45) minutes lunch period provided they notified the Employer prior to the end of their 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 Employees working eight (8) hour shifts, not schedule more than five (5) consecutive days; and
- (b) For Employees working twelve (12) hour shifts, not schedule more than four (4) consecutive days.

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).

14.05 Weekends Off

- (a) Full-time Employees may be required to work two (2) out of four (4) weekends;
and
- (b) Part-time Employees may be required to work two (2) out of 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 an Employee, the Employer will 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 provision 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 Employee(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 Employee 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 Employee shall not decline reasonable offers made by the Employer pursuant to the rules defined within 14.07(b). If the Employee 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

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

- (a) The Employees exchanging shifts shall submit their request at least twenty-four (24) hours before the requested shift exchange, and must receive the consent of their immediate supervisor (or designate), such consent not to be unreasonably withheld;
- (b) There shall be no increased cost to the Employer; for example, no shift exchange can be made if any Employee would receive overtime because of the exchange unless the Employee 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

Employees who report for work as scheduled by the Employer will be guaranteed work for that shift.

14.10 Overtime

- (a) Full-time Employees and Part-time Employees will be paid an overtime rate of time and one-half (1 ½) the Full-time Employee's hourly rate for all Hours Worked in excess of seven and a half (7.5) hours (if regularly scheduled for eight (8) hours per day) or eleven point twenty five hours (11.25) hours (if regularly scheduled to work twelve (12) hours per day) or an average of seventy-five (75) Hours Worked in a bi-weekly period;
- (b) All other Part-time Employees (working a mixture of 8's and 12's) will be paid an overtime rate of time and one-half (1 ½) the Part-time Employees 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 Employee who is required by the Employer to work on their 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 no later than 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 Employee shall receive for any work performed more than time and one-half (1½) the Employee's normal hourly rate of pay.

14.11 Break and Meal Allowance on Double Shift

- (a) Should an Employee be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall normally be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an Employee works a double shift a meal will be provided by the Employer.

14.12 Nursing Coverage

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

14.13 Semi-Annual Time Change

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

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

Immediate family means the Employees spouse, child, stepchild, parent, stepparents, sibling, step-sibling, grandchild, and grandparent.

Non-Immediate family means the Employee's 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.

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

- (a) In the event of the death in the Employee's immediate family, the Employee shall be granted a leave of absence for a period of seven (7) days effective midnight following the death. During the leave, the Employee shall be paid up to five (5) working days.
- (b) In the event of the death of an Employee's non-immediate family, the Employee shall be granted a leave of absence for a period of 5 days effective midnight following the death. During the leave, the Employee shall be paid up to two (2) working days.
- (c) When an Employee is on vacation at the time of the bereavement leave, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits;

- (d) An Employee 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 Employee, where the burial occurs outside the province or more than 200 km from the Employee's residence, such leave shall include up to two (2) extra days without pay. The Employee has the option to draw from accumulated holiday or vacation banks to cover the period of unpaid leave.

15.02 Personal Leave

- (a) An Employee 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 Employee prepay the full costs of the benefits for the period of the leave.
- (f) Employees 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 an Employee for each scheduled day of work the Employee serves on jury duty, other than an Employee already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the Employee 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 Employee receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an Employee 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 Employee 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 Employee receives the greater amount.

"Witness" means a person called by subpoena or summons as a witness to testify under oath or affirmation. However, this term shall not include a person directly or indirectly involved as a party to the proceeding;

- (c) Leave of absence without pay shall be granted to an Employee for each scheduled day off work when an Employee is required to be a witness in Court or before a tribunal or arbitrator by subpoena or summons with respect to a matter other than as referred in this Article 15.03(b); and
- (d) An Employee shall notify their 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

Employees 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 Employees can accumulate paid sick time credits, and only Full-time and Part-time Employees can use sick leave credits. AGREED
- (b) Paid sick leave credits for Full-time Employees and Part-time Employees shall accumulate as follows:
 - (i) A Full-time or Part-time Employee will accumulate paid sick leave credits at the rate of one (1) hour per fourteen and one-half (14½) hours worked, effective the first day of employment;
 - (ii) *The maximum allowable accumulation will be nine hundred and seventy-five (975) hours.*
 - (iii) The Employer shall provide each employee access to their sick leave credits, sick leave usage and sick leave accumulation.
- (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 Employee. A deduction shall be made from the Employee's accumulated sick leave credits for each regular working hour that the Employee 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 an Employee is eligible to receive sick leave pay from the Employer or a Third-Party Insurer.

- (e) The Employer reserves the right to require any Employee claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the Employee shall have no claim for pay in respect to such absence.
- (f) Employees 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 Employee.
- (h) **Employee Representation** - An Employee has the right to be accompanied by a Union representative in a meeting with the Employer to discuss their ability to attend work regularly due to their health. The Employee shall be advised of this right prior to the scheduling of a meeting.
- (i) **Payment for Certificates and Examinations** - Where an Employee 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**

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one half (37.5) hours per calendar year debited against sick leave credits in order to:

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

The Employer may require verification of the condition claimed;

- iii) An Employee 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. Employees shall endeavor to arrange for such appointments during off duty hours; and

(k) Return to Work from Sick Leave

An Employee is expected to report to work for all scheduled shifts unless they are on an authorized leave. Where an Employee has been on an authorized sick leave for a period of two (2) consecutive months or longer, the Employee must provide a minimum of two (2) weeks' notice of their intended date to return to work, except where a shorter period of notice is mutually agreed between the Employee 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 Employee to run as a candidate in a Federal, Provincial or Municipal election. If such Full-time or Part-time Employee withdraws as a candidate or is an unsuccessful candidate, they are entitled to return to their former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the Employer of their intent to return unless mutually agreed to a shorter notice period;
- (b) A Full-time or Part-time Employee 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 Employee will be placed in a position determined in accordance with the needs of the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including seniority. The Employee 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 Employee 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) An Employee on Education Leave shall retain those benefits which accrued up to the time the Employee commenced the leave of absence. The Employee shall continue to accrue seniority during the leave of absence;
- (c) On return, the Employee shall return to the same or equivalent previous position and appointment status that the Employee had prior to commencing the leave, unless mutually agreed upon otherwise;
- (d) An Employee on Education Leave may be permitted to work for the Employer while on Education Leave subject to the following principles:
 - (i) Such Employee may choose to work for the Employer while on Education Leave. Whether such Employee 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 Employee. The granting of the Leave of Absence will not be dependent on the Employee agreeing to work during the Education Leave;
 - (ii) When an Employee agrees to work while on an Education leave, the Employee maintains the status of a regular Employee on leave. Any rights or protections they would have while on the leave are maintained; and
 - (iii) When an Employee agrees to work while on an Education leave, the Employee will be treated as a Casual Employee 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 impassible road conditions as declared by the highway authority or police; where city transit has discontinued services and/or where the roads have been restricted to emergency vehicles only will be:
 - (i) Paid for a full shift if the Employee arrives for work within the first two (2) hours of the scheduled shift;
 - (ii) Only be paid for hours of actual work if the Employee arrives past the first two (2) hours of the scheduled shift;
 - (iii) An Employee who has been called in or who is working overtime as a result of replacing the Employee, who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled Employee, the replacement Employee will be relieved and no further payment will ensue;
- (b) When the arrival of the Employee at work is impossible or delayed due to adverse weather conditions beyond two (2) hours, the Employee has the option to:

- (i) keep the missed time as unpaid; or
 - (ii) deduct the amount of missed time from accumulated holiday time or vacation; or
 - (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 Employee to contact the Employer, if able, in regard to their intent to come to work.
 - (d) Such time shall not be referred to or used in calculations with respect to the attendance of the Employee.

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 Employees elected or appointed to represent Union business. However, not more than two (2) Employees 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 Employee 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 an Employee 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 Employee'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 Employee 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(c).

15.10 Domestic and Family Violence:

Employees will be entitled to leave in accordance with the Domestic Violence, Intimate Partner Violence or Sexual Violence leave provisions in accordance with the New Brunswick Employment Standards Act.

15.11 Pregnancy/Birth Leave

- (a) Employees 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, an Employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that they have applied for and are 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 Employee is eligible to receive and seventy-five percent (75%) of their 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 Employee 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 Employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime or any other form of supplementary compensation.
- (iv) An applicant under Article 15.11(b)(i) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work. Should the Employee fail to return to work and remain at work for a period of six (6) months, the Employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.
- (v) An Employee who is absent from work and is receiving workers' compensation benefits is not entitled to any benefits under this Article.

15.12 Parental and Adoption Leave

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

15.13 Return to Work

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

15.14 Benefit Plan Continuation

Employees shall be entitled, during unpaid Leaves of Absence under articles 15.02, 15.04, 15.05, 15.07, 15.10, 15.11 and 15.12 to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans. The Employee shall prepay one hundred (100%) percent of the cost of participation both the Employer and Employee portion in the Benefit Plans and when an Employee 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, an Employee 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 Employee, and the Employer will remit the premium to the insurer. Failure on the part of the Employee to submit payments by the date premiums are due may result in the cancellation of benefits.

15.15 Special Leave – Birth

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

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

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

15.16 Special Leave - Adopted Child

Special leave shall be granted as follows:

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

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

ARTICLE 16 VACATIONS

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

16.02 Annual vacation leave for Full-time Employees and Part-time Employees 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 Employee shall be allowed to waive vacation and receive pay in lieu of vacation.
- 16.04** An Employee can accumulate up to the entitlement in Article 16.02 and an additional thirty-seven and one-half (37½) hours, but they will then have to take vacation or be scheduled in for this vacation by their supervisor.
- 16.05** If the Employer is satisfied that an Employee's prolonged illness or injury prevented the Employee from taking vacation during the vacation year, the Employer may allow the Employee to carry over all or a part of their unused vacation credits to the subsequent vacation year.
- 16.06**
- (a) The Employer will post two (2) vacation sign up schedule by March 1st and September 1st of each year. Employees shall select their respective vacations by April 1st and October 1st, respectively. Vacation preference will be granted in order of seniority, subject to operational requirements, which will be the determining factor in granting such vacation requests. Employees who have not indicated their preference by April 1st and October 1st shall not be permitted to displace junior Employees who have made their selection in accordance with the timeframes outlined in this Article. The Employer shall post no later than May 1st and November 1st a finalized list upon which the Employees' vacation dates shall appear.
 - (b) For vacations other than vacations approved following the process outlined in (a), vacation requests will be approved in order of submission, subject to operational requirements.
- 16.07** Employees who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over Employees who have conformed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.
- 16.08** Any approved vacation may not be changed unless mutually agreed between the Employer and the affected Employees.
- 16.09** Upon termination of employment, an Employee's earned vacation entitlement during the year will be calculated and paid out with the final pay.
- 16.10** An Employee hospitalized or sick at home for four (4) consecutive days or more during their 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 their vacation while the Employee 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. 1st. Monday in August |
| 2. Family Day | 8. Labour Day |
| 3. Good Friday | 9. Thanksgiving Day |
| 4. Easter Monday | 10. Remembrance Day |
| 5. Victoria Day | 11. Christmas Day |
| 6. July 1 | 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 Employee must work her scheduled shift immediately preceding and immediately following the holiday.
- 17.03** Full-time Employees 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 Employees 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 .045977 times paid hours in the thirty (30) calendar days immediately prior to the holiday.
- 17.05** When a Full-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee 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 Employee after the calendar date of the holiday where operational requirements permit.
- 17.06** When a Part-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee 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 Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee after the calendar date of the holiday where operational requirements permit.
- 17.07** The Employer will request Employees to volunteer to work on Christmas Day and will meet with and consult with Employees and reasonably consider proposals advanced by Employees regarding the scheduling of shifts for Christmas Day, provided that a full and completed schedule will be implemented.

- 17.08** Subject to Articles 17.10 and 17.12, an Employee 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.
- 17.09** When a holiday falls within the Employee's vacation period or on an Employee's scheduled day off, the Employee may schedule another day at a time mutually agreeable to the Employee and the Employer. If the Employer is unable to accommodate an alternate day due to operational requirements, the Employee will be paid for the holiday.
- 17.10** For a Full-time Employee 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.
- 17.11** In the event that any of the seven and one-half (7½) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time, no later than January 31 of the subsequent calendar year.
- 17.12** In the event that the Employee has any banked holiday time remaining from the previous year on January 31, the holiday will be paid out on the second pay in February.

ARTICLE 18 WAGES

18.01 Rates of Pay

Employees 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 an Employee has a shortfall in their pay of more than four (4) hours pay, the Employer shall pay the shortfall to the Employee within four (4) business days of being notified by the Employee provided the Employee 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. Employees 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 an Employee is promoted permanently into a higher paid position, they will be paid the rate for the new position.

18.04 When an Employee is assigned temporarily to perform work in a classification paying a higher rate than their own, they shall receive the rate for the higher classification. When an Employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall receive the rate of their own classification. This sub-article does not apply to Employees who chose to work in a classification with a lower rate of pay.

ARTICLE 19 SHIFT AND WEEKEND PREMIUMS

19.01 Shift Differential Premium

Full-time and Part-time Employees 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 Employees 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 RETIREMENT ALLOWANCE AND RRSP

20.01 Retirement Allowance

When an Employee 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 Employee 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.

20.02 RRSP

The Employer will offer up to a five (5%) percent matching RRSP Defined Contribution Pension Plan to all Full-time and Part-time Employees.

ARTICLE 21 EMPLOYEE HEALTH AND SAFETY

21.01 Comply with OH&S Act

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

21.02 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 Employee 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) An Employee 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 Employee's functions as a member of the Committee. Time spent by the Employee in activities shall be considered as time worked at straight time rates.

21.03 Make Reasonable Provisions

The Employer shall make reasonable provisions in respect to the health and safety of Employees during their hours of employment. Protective devices and other equipment deemed necessary by the Employer to protect Employees from injury or health hazards shall be provided by the Employer and Employees shall be required to use them. Employees 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 Employees through the Occupational Health and Safety Committee.

21.04 Modified Work Program

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

21.05 Injury on Duty – WCB

- (a) Where an Employee 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 Employee, the Employer shall pay an Employer Workers' Compensation payment supplement to the Employee to the extent of the pre-injury bi-weekly pay of the Employee while maximizing the amount payable from the WSNB. It is the intent of the parties that in no circumstance shall the Employee 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 Employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an Employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation benefits payment; and
- (b) Where an Employee is being compensated under the Workers' Compensation Act the Employee shall continue to accrue up to one year's maximum vacation credits.

21.06 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 21.05 (a);

- (b) A Full-time or Part-time Employee 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 Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits; and
- (c) In such case, the Employee 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 Employee, up to the level of the payment advanced by the Employer.

21.07 WSNB and Return to Work

Where an Employee 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 Employee shall receive an amount equal to regular pay from accumulated sick leave credits for the period in which the Employee was unable to work as a result of the Employee's injury on duty.

21.08 Personal Property

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

ARTICLE 22 PERSONNEL FILE

- 22.01** An electronic personnel file shall be maintained for all Employees. Each Employee is entitled to have access to their personnel file.
- 22.02** The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary document from the file of the Employee the existence of which the Employee was not made aware of at or before the time of the filing.
- 22.03** Except for discipline relating to residents, the disciplinary record of an Employee shall not be used against her at any time after eighteen (18) months following a suspension or disciplinary action provided that there have been no other suspensions or disciplinary action during that eighteen (18) month period.

ARTICLE 23 GENERAL

23.01 Alcohol and Drug Dependency

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

23.02 Position Descriptions

An Employee shall have access to a copy of their current position description. The Employer will endeavor to ensure that position descriptions are reviewed and revised where necessary. All revised position descriptions shall be provided to the Union representatives of the Labour Management Committee within fifteen (15) days of revision.

23.03 Required Education

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

23.04 Proper Accommodation

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

23.05 Bulletin Boards

The Employer shall supply bulletin board(s) which shall be placed so that all Employees 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 Employees.

ARTICLE 24 TECHNOLOGICAL CHANGE

24.01 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.

24.02 Training:

Where the equipment or material so introduced is to be operated by Employees 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 Employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

24.03 Introduction:

If, after the period of training referred to in X.02 the Employee is unable to acquire sufficient competence, the Employer will make every effort to retain the Employee in such position as may be available within the competence of the Employee (including the exercise of such rights as are otherwise contained in this Agreement).

24.04 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 Employees in the bargaining unit, or substantial changes in the hours of work or the duties performed by Employees in the bargaining unit.

24.05 Layoff:

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

ARTICLE 25 NO STRIKE NO LOCKOUT

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

ARTICLE 26 JOB SHARING

26.01 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) An Employee who is in a job sharing arrangement shall be considered a Part-time Employee as defined in Article 4.01 of this Agreement and shall share rotation of the position.

- (c) Either of the Employees 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 Employees affected. The affected Employees 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 Employee(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 Employees 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 Employee where it deems necessary in cases of absence due to illness, or holidays.
- (h) Overtime shall be payable to an Employee who is participating in a job sharing arrangement in accordance with this Agreement, unless the Employee has exchanged shifts with another Employee for their 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 27 TERM OF AGREEMENT

- 27.01** This Agreement shall be for a term commencing on the 30th day of January, 2019 and ending on the 29th day of January, 2023.
- 27.02** Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement or such other date as may be agreed upon by the Union and the Employer.
- 27.03** This Agreement shall remain in effect from year to year after unless one of the parties hereto notifies the other within a period of not less than thirty (30) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices in order to be effective must be in writing and given in accordance with the provisions of the Industrial Relations Act (New Brunswick).

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

DATED this 26 day of October 2020.

FOR THE EMPLOYER

Lamele Bowen

[Signature]

FOR THE UNION

[Signature]

Hr Cr

Shannex RLC Limited Frederick Hall

Classification	Step Hours Worked	Date April 2019	Date Oct. 2019	Date April 2020	Date Oct. 2020	Date April 2021	Date Oct. 2021	Date April 2022	Date Oct. 2022
Client Care Assistant (CCA)	Step 1 0 - 1957.5	20.58	20.74	20.89	21.10	21.31	21.53	21.74	21.74
	Step 2 > 1957.5 - 3915	21.36	21.52	21.68	21.89	22.11	22.33	22.56	22.56
	Step 3 > 3915	22.16	22.33	22.49	22.72	22.94	23.17	23.41	23.41
Recreation Assistant (REC)	Step 1 0 - 1957.5	19.58	19.73	19.88	20.08	20.28	20.48	20.68	20.68
	Step 2 > 1957.5 - 3915	20.31	20.46	20.62	20.82	21.03	21.24	21.46	21.46
	Step 3 > 3915	21.08	21.24	21.40	21.62	21.83	22.05	22.27	22.27
Restorative Assistant (RA)	Step 1 0 - 1957.5	21.64	21.80	21.96	22.18	22.40	22.63	22.85	22.85
	Step 2 > 1957.5 - 3915	22.45	22.62	22.79	23.01	23.25	23.48	23.71	23.71
	Step 3 > 3915	23.30	23.47	23.64	23.88	24.12	24.36	24.61	24.61

Shannex RLC Limited Frederick Hall

Classification	Step Hours Worked	Date April 2019	Date Oct. 2019	Date April 2020	Date Oct. 2020	Date April 2021	Date Oct. 2021	Date April 2022	Date Oct. 2022
Client Care Assistant (CCA AI)	Step 1 0 - 1957.5	23.67	23.85	24.03	24.27	24.51	24.76	25.03	25.03
	Step 2 > 1957.5 - 3915	24.56	24.74	24.93	25.18	25.43	25.68	25.94	25.94
	Step 3 > 3915	25.48	25.67	25.86	26.12	26.38	26.64	26.91	26.91
Recreation Assistant (REC AI)	Step 1 0 - 1957.5	22.52	22.69	22.86	23.09	23.32	23.56	23.79	23.79
	Step 2 > 1957.5 - 3915	23.36	23.53	23.71	23.75	24.19	24.43	24.67	24.67
	Step 3 > 3915	24.79	24.97	25.16	25.41	25.67	25.91	26.18	26.18
Restorative Assistant (RA AI)	Step 1 0 - 1957.5	24.88	25.17	25.25	25.51	25.76	26.02	26.28	26.28
	Step 2 > 1957.5 - 3915	25.82	26.01	26.21	26.47	27.74	27.00	27.27	27.27
	Step 3 > 3915	26.79	26.77	27.19	27.46	27.74	28.02	28.30	28.30

MEMORANDUM OF UNDERSTANDING

RE: WAGE ADJUSTMENTS IN RELATION TO PROVINCIAL COLLECTIVE AGREEMENT & RETROACTIVITY

BETWEEN:

SHANNEX RLC LIMITED & SHANNEX CLINCIAL SERVICES LMTIED ("Shannex")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5366 ("Union – Frederick Hall")

Notwithstanding the Union was not certified as bargaining agent until January 25, 2018, and this first Collective Agreement did not take effect until January 30, 2019, the Employer has offered, and the Union has accepted, wage increases to align with the provincial agreement in relation to the period from October 16, 2016 to January 29, 2019, and to additional 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:

YEAR	Apr 16	Oct 16
2016	--	0.625%
2017	0.625%	0.75%
2018	0.75%	0.75%

- (b) Subject to funding approval from the Department of Social Development, the Employer agrees to implement a further wage increase effective October 16, 2022; and
- (c) The Parties agree that the obligation under paragraph (b) 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 January 29, 2023.

Retroactivity:

- (d) 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.

- (e) Persons not eligible for retroactive payment of wages under this Collective Agreement and MOU are as follows:
- Those who left the employ of the Employer before completing their probationary period;
 - Those who left the employ of the Employer before January 25, 2018 for any reasons;
 - Those persons who became employed on or after January 30, 2019 and who voluntarily left the employ of the Employer prior to the date of signing this Agreement; or
 - Those persons who the Employer, at any time and for any reasons, discharged from their employment and they have not been reinstated.
- (f) 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
- (g) 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:

Frederick Hall	Persons Eligible for Retroactive Payments	Persons NOT Eligible for Retroactive Payments
Became employed prior to certification (January 25, 2018)	<ul style="list-style-type: none"> ✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply) ✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply) ✓ Voluntarily resigned on or after January 30, 2019 but prior to date of signing new Agreement (needs to apply) 	<ul style="list-style-type: none"> ✗ Did not complete probationary period ✗ Discharged and not reinstated at any time and for any reasons ✗ Voluntarily resigned on or before January 25, 2018
Became employed after certification but prior to first contract effective date (Jan 25, 2018 to Jan 29, 2019)	<ul style="list-style-type: none"> ✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply) ✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply) 	<ul style="list-style-type: none"> ✗ Did not complete probationary period ✗ Discharged and not reinstated

	<ul style="list-style-type: none"> ✓ Voluntarily resigned on or after <i>January 30, 2019</i> but prior to date of signing new Agreement 	
Became employed after 1 st contract reached <i>(January 30, 2019)</i>	<ul style="list-style-type: none"> ✓ Still employed as of signing date of this Collective Agreement (no break in employment) ✓ Voluntarily resigned after the date of signing new Agreement but prior to date of retro pay 	<ul style="list-style-type: none"> ✗ Did not complete probationary period ✗ Discharged and not reinstated ✗ Voluntarily resigned on or after <i>January 30, 2019</i> but prior to date of signing new Agreement

(h) 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 Borden

[Signature]

UNION - For Local 5446/5366

[Signature]

H. G.

PROVINCIAL AGREEMENT	Eligible Persons	Not Eligible
Became employed prior to Oct 16, 2016 <i>(prior to current agreement expiring)</i>	<ul style="list-style-type: none"> ✓ Still currently employed as of date retro payment issued ✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay issued ✓ Voluntarily resigned after Oct 16, 2016 but prior to date of signing new Agreement 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Did not complete probationary period <input checked="" type="checkbox"/> Discharged and not reinstated
Became employed on or after Oct 16, 2016 <i>(after current agreement expired)</i>	<ul style="list-style-type: none"> ✓ Still currently employed as of date retro payment issued ✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay issued 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Did not complete probationary period <input checked="" type="checkbox"/> Discharged and not reinstated <input checked="" type="checkbox"/> Voluntarily resigned after Oct 16, 2016 but prior to date of signing new Agreement

MEMORANDUM OF AGREEMENT

RE: FREDERICK HALL LOCAL 5446/5366 CONSULTATION ON BENEFITS PROGRAM CHANGES

BETWEEN:

SHANNEX RLC LIMITED & SHANNEX CLINCIAL SERVICES LIMTIED ("Shannex")

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5366 ("Union – Frederick Hall")

The parties agree that Union representatives from Frederick Hall, CUPE Local 5446/5366 will be invited to participate in consultation discussions to solicit feedback and give consideration regarding proposed changes considered to group benefits plans which may impact employees of the bargaining unit.

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

SHANNEX

Pamela Bowden

[Signature]

UNION For Local 5446/5366

[Signature]

[Signature]

MEMORANDUM OF AGREEMENT
RE: FREDERICK HALL LOCAL 5446/5366 WAGE, PREMIUM AND SICK ACCRUAL RE-OPENER

BETWEEN:

SHANNEX RLC LIMITED & SHANNEX CLINCIAL SERVICES LITIED ("Shannex")

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5366 ("Union –
Frederick Hall")**

During the term of this agreement, in the event that the *New Brunswick Council of Nursing Homes and CUPE Council of Unions* reaches a provincial agreement, and such agreement includes a general wage increase or an increase to shift and weekend premium on a bargaining unit wide basis, this Agreement will reopen on the subject of wages, maximum sick accrual and premiums only. The parties will meet and confer over wages, maximum sick accrual and shift/weekend premiums. This provision will not apply to any settlement of a grievance or other administrative proceeding.

DATED at Fredericton, New Brunswick, this 1st day of **February, 2019**.

SHANNEX





UNION For Local 5446/5366




