

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

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DEC 11 2020

Industrial Relations  
Relations Industrielles

IR-017-20

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 5350

**Predecessor Trade Union,**

- and -

Shannex RLC Ltd. (c.o.b. at Brunswick 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 5350, 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 Brunswick Hall), Fredericton, New Brunswick, on whose behalf the Predecessor Trade Union had obtained bargaining rights by way of Certification Order IR-012-17 dated July 26, 2017;

**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 Brunswick 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 5350 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 5350, for the following unit of employees, as defined in the latest collective agreement between the Predecessor Trade Union and the Employer:

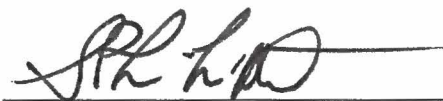
**2.01 The Employer recognizes the Canadian Union of Public Employees, Local 5350 as the exclusive bargaining agent for all employees of the Employer working at Brunswick Hall, Fredericton, New Brunswick working as:**

- a. Licensed Practical Nurses;
- b. Client Services Assistants;
- c. Housekeepers;
- d. Dietary Staff; and
- e. Wellness Coach

**The bargaining unit excludes the General Manager, Client Services Manager, Executive Chef, Plant and Building Manager, Workforce Coordinator and those persons excluded by the *Industrial Relations Act*;**

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

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



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

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SHANNEX RLC LIMITED**

**carrying on business at Brunswick Hall,**

**Fredericton, New Brunswick**

**("Shannex")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5350**

**("Union")**

**TERM: August 1, 2020 to December 31, 2022**

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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 5350 as the exclusive bargaining agent for all employees of the Employer working at Brunswick Hall, Fredericton, New Brunswick working as:

- a. Licensed Practical Nurses;
- b. Client Services Assistants;
- c. Housekeepers;
- d. Dietary Staff; and
- e. Wellness Coach

The bargaining unit excludes the General Manager, Client Services Manager, Executive Chef, Plant and Building Manager, Office Manager, Workforce Coordinator and those persons excluded by the *Industrial Relations Act* 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.

2.03 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.

## ARTICLE 3      MANAGEMENT RIGHTS

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

3.02    All Employees will be expected to familiarize themselves with and follow Operating Procedures which are established by the Employer from time to time and which will be available in the workplace. These 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.
- c. "Employee" means a full-time, part-time employee or casual employee included in the Bargaining Unit described in Article 2.01 and working at Brunswick Hall, Fredericton, New Brunswick;
- d. "Employer" means Shannex RLC Limited, carrying on business at Brunswick Hall, Fredericton, New Brunswick.
- e. "Facility" means the Assisted Living (Special Care) Facility known as Brunswick 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 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 and any time on Workers' Compensation.
- 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 twelve (12) 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 based on the temporary position.
- l. "Union" means the Canadian Union of Public Employees, Local 5350.
- m. "Union Management Committee" means the committee established in Article 7 of this Agreement.

4.02 The Employer and the Union support the right to gender expression. For the purpose of this Agreement, all provisions are intended to be gender neutral and will be interpreted on that basis. Whenever a singular is used it is deemed to include the plural and vice-versa, as the context requires.

## 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 agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 5.03 The Employer shall post its policy on Respectful Workplace and Anti-Harassment, or any successor policy related to this subject matter. Employees have the right to work in a respectful workplace, free from disrespectful behavior, discrimination and harassment. All employees are expected to uphold and abide by this policy. Disrespectful behavior, 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 Union dues deduction and remittance

The Employer will deduct union dues, initiation fees, and assessments as set by the Union from each pay of all employees covered by this Collective Agreement.

6.02 Such deductions will be forwarded to the *National Secretary-Treasurer of the Canadian Union of Public Employees*] no later than the 15th day of the month following the one in which they were deducted.

### 6.03 Dues supporting documentation

Along with the deductions, the Employer will provide:

- a. a completed Union dues remittance form, supplied the Union, and
- b. an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, employment status (such as full-time, part-time, temporary, casual), classification/job title, regular earnings, hours worked, and dues deducted.

The Employer will also send a copy of the Union dues remittance form and spreadsheet to the Local Union Secretary-Treasurer via email.

### 6.04 T-4 Slip

The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

6.05 The Union must advise the Employer in writing of the amount of regular monthly dues

6.06 The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues.

6.07 The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with this Article 6

### 6.08 Contact Information

The employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), and, if available, personal e-mail.

It is the responsibility of the employee to ensure the employer has current contact information available at all times.

The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on January 15, May 15 and September 15 annually.

- 6.09 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, the names of their Union Steward(s) or Representative(s), and with the conditions of employment set out in the articles dealing with Union security and dues deductions.
- 6.10 A representative of the Union shall be given an opportunity to meet with each new employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours, at a time agreeable to the Employer and while operational requirements permit, without loss of pay for either employee.
- 6.11 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Bargaining Unit plus the Union President. The Union will advise the Employer of the names of the Bargaining Committee members. Up to three (3) representatives designated by the Union, including the President of the Local (or designate), the 2<sup>nd</sup> VP from the Brunswick Hall Bargaining Unit (or designate) and up to one other Brunswick Hall Bargaining Unit member, shall not suffer loss of pay as a result of involvement in direct negotiations between the Employer and the Union for up to at least two (2) days. For any further days, the Employer shall continue the wages and benefits of the representatives of the Union and the Union shall reimburse the Employer for such wages including the cost of benefits.
- 6.12 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the General Manager and/or designate and the Secretary of the local or the President of the Local or their designate.
- 6.13 Work Site Access

The President of the Union will be given access to work sites to meet with employees covered by this Collective Agreement during their meal and other scheduled unpaid breaks.

## **ARTICLE 7      UNION MANAGEMENT COMMITTEE**

- 7.01 A Union Management Committee ("Committee") shall be established consisting of two (2) employee representatives of the Union and two (2) 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 four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. Should the need arise, a meeting can be requested by either party. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the

Committee.

- b. 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 Informal resolution - Within five (5) working days after the date of the occurrence or discovery of the grievance, the employee and a Union representative or the Union representative shall first notify the immediate supervisor (or designate) that they wish to discuss the grievance with the supervisor (or designate) in an effort to reach an informal resolution. The supervisor (or designate) and the employee and Union representative shall meet and attempt to resolve the matter informally. If they are unable to achieve a resolution at the informal stage, the Union shall have immediate recourse to Step 1 of the grievance procedure.
- 8.05 Step 1 - Formal Written Grievance - Should the verbal answer given by the supervisor or designate during the informal resolution stage not be acceptable to the grievor, the grievance shall be submitted in writing to the immediate supervisor (or designate) within five (5) working days of the receipt of the answer resulting from attempt at informal resolution. The immediate supervisor (or designate) shall give their reply in writing, within five (5) working days of receipt of the grievance.

- 8.06 Step 2 - Review by General Manager - If the decision of the immediate supervisor (or designate) is not acceptable to the grievor, the grievance shall be referred to the General Manager (or designate) who shall meet, if requested, with the grievor and their Union representative within five (5) working days. The General Manager (or designate) shall reply in writing, within five (5) working days following such meeting.
- 8.07 Step 3 - Review by Regional Director - If the decision of the General Manager (or designate) is not acceptable to the grievor, the grievance shall be referred to the Regional Director (or designate) who shall meet, if requested, with the grievor and their Union representative within ten (10) working days. The Regional Director (or designate) shall reply in writing, within ten (10) working days following such meeting.
- 8.08 Arbitration - Should the decision of the Regional Director (or designate) in Step 3 not be acceptable, the Union shall notify the Regional Director (or designate) in writing within thirty (30) working days of its desire to proceed to arbitration.
- 8.09 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration. A three (3) person 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.
- 8.10 The Union and the Employer shall agree upon a single Arbitrator within four (4) weeks. In the event of a failure to agree, the single Arbitrator shall be appointed by the Minister responsible for Labour.
- 8.11 Pre-Hearing Disclosure - The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the arbitration with notice to the other affected party.
- 8.12 Unless otherwise agreed between the parties, the Board of Arbitration or single Arbitrator shall be requested to render a decision in writing within thirty (30) days following the hearing. Arbitration awards shall be final and binding as provided in the *Industrial Relations Act*. An Arbitrator or Board of Arbitration may not alter, modify or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an employee.
- 8.13 The Employer and the Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the Chairperson of the board.
- 8.14 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or in case of a Union Grievance, Step 1 of the grievance procedure may be by-passed.

- 8.15 Employer Grievance - Within five (5) working days after the date of the occurrences or discovery of the grievance, the Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President of the Union shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President of the Union gives their answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- 8.16 Any member of the Union who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and must obtain permission from their immediate supervisor prior to leaving their workplace and report to the supervisor immediately upon their return. Such permission shall not be unreasonably withheld.
- 8.17 For the purposes of this Article only, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 8.18 Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employer.
- 8.19 No grievance shall be defeated by any formal or technical objection and an Arbitrator or Board of Arbitration shall *have* the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of the grievance.
- 8.20 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 8.21 The Union shall have the right at any time to have the assistance of a staff representative of the Canadian Union of Public Employees 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.
- 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 present when the employee is being disciplined with a written warning or more serious discipline provided there shall be no undue delay as a result. The Employer will notify the employee of this right prior to the start of any disciplinary meeting or meeting which may lead to discipline.

- 9.05 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.

## ARTICLE 10 PROBATIONARY PERIOD

### 10.01 Probationary Period

- a. The first six hundred (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 of this Agreement as the basis of termination of employment. The Employer will provide the Union with notice of any bargaining unit member terminated in their probationary period;
- 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 three (3) months of their resignation shall be required to serve a Probationary Period of up to three hundred (300) 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 employees seniority date, as of the end of the last full pay period prior to January 31 and July 31, respectively.
- b. 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.

- c. 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 Accumulation of Seniority

- a. An employee shall accumulate seniority for all Hours Worked and for unpaid hours as follows:
  - i) Maternity leave up to the maximum set out in the *New Brunswick Employment Standards Act*;
  - ii) Child care leave up to the maximum set out in the *New Brunswick Employment Standards Act*;
  - iii) 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;
  - iv) 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;
- b. The amount of seniority to be credited to a full-time employee under (a) above shall be based on thirty-seven and one-half (37 ½) hours per week. The amount of seniority to be credited to a part-time employee under (a) above shall be equal to the highest number of hours of seniority credited to any less senior employee in the same classification and department during the period of the leave. Employees on workers' compensation benefits should not receive less seniority than what they are actually paid for by the Worksafe NB;
- c. The accumulation 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, save and except as provided under Article 21.05(b).

#### 11.03 Loss of Seniority

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

- a. They are discharged for just cause and are 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 they have failed to notify the Employer as to whether or not they 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 one (1) year;
- 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 Brunswick 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.

#### 11.04 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 Union Management Consultation 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 Brunswick 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 hours as to the date of written notification of layoff shall be applied where appropriate for determining rights under this article.

### ARTICLE 13     JOB POSTINGS

13.01 When a Full-time or Part-time position is created, or a full-time or a part-time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than twelve (12) 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.

Each posting shall contain the job classification, required knowledge, education and skills, full-time equivalency/bi-weekly hours of work and anticipated start date. Qualifications may not be established in an arbitrary or a discriminatory manner. The Union will be notified in writing of any extensions.

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 (which may include attendance records) to perform the required duties of the position.
- 13.03 No applications received from persons outside the Facility shall be considered until the applications of present 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; they shall be placed on a trial period for three hundred (300) 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 within the three hundred (300) hours trial period.

## ARTICLE 14 HOURS OF WORK AND OVERTIME

### 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 publish at least two (2) weeks in advance a schedule of working hours for all full-time employees and part-time employees;
- b. A minimum of forty-eight (48) hours 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 forty- eight (48) 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;
- 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;
- f. The Employer shall post the Christmas and New Year's work schedule by December 7th 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 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 notifies the Employer prior to or at 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 endeavor 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. The Employer shall endeavor to provide all full-time employees and all part-time employees with at least one (1) weekend off in every three (3) weekends; provided, however it is expressly understood that operational needs may require a full-time employee or part-time employee to work additional shifts, including weekends.
- b. It is agreed that (a) does not apply where there is a new shift schedule determined in accordance with Article 14.02 (e).

#### 14.06 Time Off Between Shifts

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

#### 14.07 Additional Shifts

When extra shifts or hours of work are available to be assigned to 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.

#### 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 the request at least twenty-four (24) hours

- before the requested shift exchange, and must receive approval for the exchange 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

- a. Employees who report for work as scheduled by the Employer will be guaranteed work for that shift.
- b. Nothing in this Article 14 shall be construed as a guarantee by the Employer to any employee of a minimum or maximum number of hours of work in a day, a week, or in a bi-weekly period.

#### 14.10 Overtime

- (a) Full-time Employees and Part-time Employees will be paid an overtime rate of time and one-half ( $1\frac{1}{2}$ ) the Full-time Employee's hourly rate for all Hours Worked in excess eleven and one-quarter hours (11.25) paid hours in a day or seventy-eight and three quarters (78.75) paid hours worked in a bi-weekly period;
- (b) 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 ( $1\frac{1}{2}$ ) for all Hours Worked;
- (c) Management must approve overtime in advance;
- (d) Overtime shall be paid within the pay period in which it is worked whenever possible, but no later than the following pay period;
- (e) 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
- (f) No Employee shall receive for any work performed more than time and one-half ( $1\frac{1}{2}$ ) 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. If a meal cannot be provided by the Employer, the employee shall be reimbursed for the cost of a meal not to exceed ten (10) dollars upon presentation of a receipt.

#### 14.12 Unit 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 ABSENCES

#### 15.01 Bereavement Leave

- (a) Should a Full Time or Part Time Employee, who has completed their probationary period, experience a death in their family, and wish to take time off as a result of the death, the Employee will be granted, upon request, up to 5 consecutive days leave following notification of the death for an immediate family member or 2 consecutive days leave following notification of the death for a non-immediate family member.
- (b) Any scheduled shifts occurring inside the five (5) or two (2) day leave period will be coded as paid time off.
- (c) The period of leave begins the day after notification of the death.
- (d) The Employee may defer one of the days to a later date should the service or burial occur outside the days immediately following the death.
- (e) An immediate family member, for the purposes of granting bereavement leave, includes the Employee's spouse, parent, child, step-child, step-parent, sibling, step-sibling, grandchild, or grandparent.
- (f) A non-immediate family member, for the purposes of granting bereavement leave, includes the Employee's aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law or legal guardian.
- (g) Should an Employee experience the death of a non-family member, and desire to take time away from work to attend the funeral/service, the Employee should contact the General Manager to seek approval. Any leave granted for the death of a non-family member will be unpaid. An employee may request to be paid from their eligible vacation time or banked holiday time.

#### 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 prepays 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.
- 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 0.04598 for each regular paid hours worked, effective the first day of employment after successfully completing their Probationary Period;
  - ii. The maximum allowable accumulation will be ninety (90) hours.
- 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 (exclusive of holidays) 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 twenty-two and one-half (22 ½) hours per calendar year debited against sick leave credits in order to:

- i. Engage in and facilitate the employee's and immediate family's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal or immediate family medical, dental care for a shift the employee is scheduled to work. Such leave shall not be unreasonably denied;
- ii. Attend to emergencies where:
  1. The employee's own medical or dental health is at an immediate and serious risk;
  2. 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
  3. There is a critical condition (e.g. fire, flood) (excluding conditions included in Article 15.13) 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; and

- iii. Leave taken in accordance with this Article for the purpose of personal or immediate family medical or dental care will not be included in the calculation of attendance management figures up to the maximum of twenty-two point five (22.5) hours annually.

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 five (5) 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 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 Union Business

- a. Subject to operational requirements as determined by the Employer, upon request, a union leave of absence, shall be granted by the Employer to employees elected or appointed to represent Union business;
- b. The Employer shall maintain full salary and benefits of the employee during the leave of absence granted in accordance with Article 15.08(a). The Union shall reimburse the Employer;
- c. 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;
- d. 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 15.08(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, they shall be returned to their previously held position. If that position is no longer available, they shall be returned to a bargaining unit position in accordance with the provisions set out in Article 15.06(c).

#### 15.09 Maternity Leave

Employees will be entitled to unpaid leave in accordance with the Maternity leave provisions in the *New Brunswick Employment Standards Act*.

#### 15.10 Parental and Adoption Leave

Employees will be entitled to unpaid leave in accordance with the Child Care leave provisions in the *New Brunswick Employment Standards Act*.

#### 15.11 Return to Work

An employee on maternity, 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 maternity 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.

#### 15.12 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.

#### 15.13 Domestic Violence

- a. The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- b. Confidentiality – All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- c. Protection from Discipline – the Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence. A medical report or confirmation report from police will be requested to verify domestic abuse has occurred, this reported will be submitted to the General Manager.
- d. Upon proclamation, employees will be entitled to leave in accordance with provisions of the *New Brunswick Employment Standards Act*.

### ARTICLE 16 VACATIONS

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

16.02 Annual vacation leave for full-time employees and part-time employees shall accumulate as follows:

- a. Less than 5850 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 0.03846 hours for each Hour Worked to a maximum of 75 hours;
- b. Between 5850 Hours worked and less than 7800 Hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.04615 hours for each hour worked to a maximum of 90 hours;
- c. Between 7800 hours worked and less than 9750 hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.05385 hours for each hour worked to a maximum of 105 hours;
- d. At 9750 hours worked or more hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.05769 hours for each hour worked to a maximum of 112.5 hours.

Casual employees will earn vacation pay at the rate of 4% on gross earnings in lieu of earning paid vacation time. This amount will be paid out on each pay.

16.03 No employee shall be allowed to waive vacation and receive pay in lieu of vacation (excluding Casuals who earn vacation pay in lieu of paid vacation time). 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.

16.04 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.

16.05 (a) The Employer shall post two (2) vacation schedule sign up requests by March 1 and September 1 of each year. Employees shall select their respective vacation period by April 1 and October 1, respectively. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. Employees who have not indicated their preference by April 1 and October 1 shall not be permitted to displace junior employees who have made their selection in accordance with the time frames outlined in this Article. The Employer shall post, no later than May 1 and November 1, a finalized list upon which the employee's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected employees.

(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.

16.06 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

confirmed, but may, by mutual agreement with the Employer, request dates that remain available; such request will not be unreasonably denied.

- 16.07 Upon termination of employment, an employee's earned vacation entitlement during the year will be calculated and paid out with the final pay.
- 16.08 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 Employer recognizes the following as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Canada Day
- New Brunswick Day
- Labour Day
- Remembrance Day
- Christmas 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 have completed their Probationary Period and must work their scheduled shift immediately preceding and immediately following the holiday unless such absence is approved.
- 17.03 Full-time employee 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 0.0307692 times paid hours worked in the sixty (60) days 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 their regular rate of pay and grant them 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 thirty (30) days before or 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 their 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 thirty (30) days before or after the calendar date of the holiday where operational requirements permit.
- 17.07 Subject to operational requirements and costs, the Employer will make every reasonable effort to limit to eight (8) hours all shifts on Christmas Day subject to individual employees who request a twelve (12) hour shift on Christmas Day. 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.
- 17.08 Every reasonable effort shall be made to ensure each employee holding a position has three (3) consecutive days off either during the Christmas or New Year's holiday period, one day of which must be Christmas or New Year's Day, provided there are no additional costs to the Employer (e.g. overtime). Such days off may include any combination of holidays and/or regularly scheduled days off.
- 17.09 Subject to Articles 17.11 and 17.14, 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.
- 17.10 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.
- 17.11 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 a combination of seven and one-half (7½) hour holiday pay.
- 17.12 In the event that any of the seven and one-half (7½) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time.
- 17.13 In the event that the employee has any banked holiday time remaining on January 31, the holiday will be paid out on the first pay period in February.
- 17.14 Full-time employees are entitled to four (4) Float Holidays each year and may be taken at a time mutually agreed upon between the employee and the Employer. Two (2) days may be taken between January 15 and June 30 of each year or carried into the second half of the year and two (2) days are to be taken between July 1 and December 15 but cannot be carried beyond December 31 of any year. Float Holidays for full-time employees will be paid at the rate of seven and one-half (7 ½) hours at the employee's regular hourly rate. Full-time employees hired after July 1 in each year will receive two (2) Float Holidays for the remainder of the calendar year and then four (4) Float Holidays thereafter.

- 17.15 Part-time employees are entitled to four (4) Float Holidays in each year which may be taken at a time mutually agreed upon between the employee and the Employer. Two (2) days may be taken between January 15 and June 30 of each year or carried into the second half of the year and two (2) days may be taken between July 1 and December 15 but cannot be carried beyond December 31 of any year. Float Holidays for part time employees will be paid on the basis of each employee's paid hours worked calculated excluding any overtime for the sixty (60) calendar days prior to January 1 or July 1 of each year. Part-time employees hired after July 1 will receive will receive two (2) Float Holidays for the remainder of the calendar year and then four (4) Float Holidays per year thereafter.
- 17.16 Casual employees will be paid at the rate of time and one-half for all hours worked on the holidays listed in Article 17.01.

## ARTICLE 18 WAGES

### 18.01 Wages

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.

### 18.05 Client Services Assistant – Medication Administration

A Client Services Assistant who is required to give medications to Residents shall be paid a premium of \$1.50 per hour for the duration of the shift where this job duty is assigned.



## ARTICLE 19 BENEFITS

- 19.01 Full-time and part-time employees who have completed their probationary period shall participate in the benefit plans currently made available by the Employer, in accordance with the terms and conditions of those plans.
- 19.02 The premiums for such benefit plans shall be shared as follows:
- a. Extended Health - 50% Employer and 50% employee;
  - b. Prescription Drugs - 50% Employer and 50% employee;
  - c. Dental - 50% Employer and 50% employee;
  - d. AD&D - 100% Employer paid; and
  - e. Life - 100% Employer paid.

## ARTICLE 20 RRSP

- 20.01 The Employer will offer up to a five (5%) percent matching Registered Retirement Savings Plan to all full-time and part-time employees subject to eligibility criteria.

## 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 their 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 they 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 A personnel file shall be maintained for all employees. Employees can access and/or print their electronic personnel file at any time.

- 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 Bargaining Unit Work

Non-bargaining unit employees shall not perform jobs in the bargaining unit if that causes Employees to be laid off or have their hours of work reduced. This article exclude care provided, directly or indirectly, by family members of residents.

- 22.04 The disciplinary record of an employee shall not be used against them at any time after eighteen (18) months following a suspension or disciplinary action provided that there have been no other suspensions or disciplinary action during that eighteen (18) month period. The parties mutually agree that all disciplinary action in regard to resident abuse, harassment policy, or dishonesty will remain on file for twenty-four (24) months.

### ARTICLE 23 GENERAL

#### 23.01 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 Union Management Consultation Committee within fifteen (15) days of revision. Employees newly hired by the Employer shall normally be provided with five (5) days of planned orientation during normal hours of work. The planned orientation will contain essential information including Standards of Employee Conduct, location of policy manuals, supplies and equipment, and fire and disaster plans. Employees shall be required to attend the orientation as a condition of employment.

The Employer will provide a copy of each position descriptions of Bargaining Unit positions to the Union within ninety (90) days of signing the collective agreement.

23.02 Proper Accommodation

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

23.04 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.

23.05 Copies of the Agreement

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

23.06 Training and Professional Development

- (a) The Employer will 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;
- (c) The employee is expected to maintain any certifications or requirements as stipulated by the regulatory bodies at the employee's expense;
- (d) The Employer will endeavor to assist the employees to maintain these requirements;
- (e) Hours spent in Employer required training/education will be paid at the regular rate of pay and will not be subject to the overtime provisions in Article 14.10.

## ARTICLE 24 TECHNOLOGICAL CHANGES

### 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 matter 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 the 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 24.02, 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). The employee will be paid the rate of pay for the position which they are moved to.

### 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.

### 24.06 This agreement is made on the understanding that in the event that the employee does not successfully achieve the new competence and thus need to be retained in an alternate position (24.03), that the employee will be paid the rate of pay for the position which they are moved to.

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 TERM OF AGREEMENT

26.01 This Agreement shall be for a term commencing on the 1<sup>st</sup> day of August, 2020 and ending on the 31<sup>st</sup> day of December, 2022.

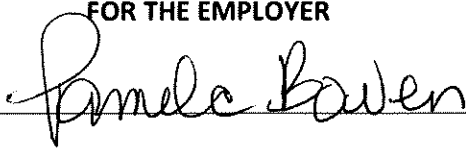
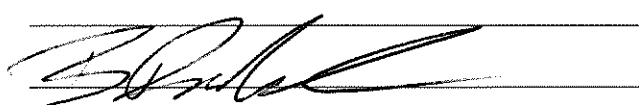
26.02 Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement or such other date as may be agreed upon by the Union and the Employer.

26.03 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).

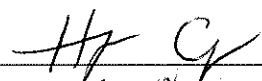

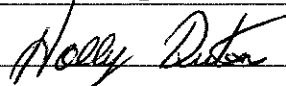
26.04 This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED this 26 day of October, 2020.

FOR THE EMPLOYER

FOR THE UNION Local 5350/5446

## APPENDIX "A"

### Direct Care Workers

Occupation	01-Jan-21	1-July-21	01-Jan-22	1-Jul-22
Client Services Assistants (with course)	\$16.28	\$16.40	\$16.52	\$16.65
	\$16.42	\$16.54	\$16.66	\$16.79
Client Services Assistants (without course)	15.67	\$15.79	\$15.91	\$16.04
	15.81	\$15.93	\$16.05	\$16.18
Housekeepers	14.60	\$14.72	\$14.84	\$14.97
	14.72	\$14.84	\$14.96	\$15.09
Dietary Servers	14.60	\$14.72	\$14.84	\$14.97
	14.72	14.84	\$14.96	\$15.09

Occupation	01-Jan21	01-Jul-21	01-Jan-22	01-Jul-22
Licensed Practical Nurses	\$24.75	\$24.87	\$24.99	\$25.12
	\$26.02	\$26.14	\$26.26	\$26.39
Wellness Coach	\$17.13	\$17.25	\$17.37	\$17.50
	\$17.66	\$17.78	\$17.90	\$18.03
	\$18.19	\$18.31	\$18.43	\$18.56
Wellness Assistant	\$13.11	\$13.23	\$13.35	\$13.48
	\$13.64	\$13.76	\$13.88	\$14.01
	\$14.14	\$14.26	\$14.38	\$14.51

**LETTER OF UNDERSTANDING**

**BETWEEN**

**SHANNEX RLC LIMITED**

**carrying on business at Brunswick Hall,**

**Fredericton, New Brunswick**

**("Shannex")**

**AND**

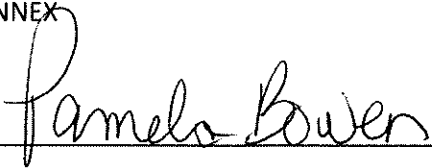

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5350**

**("Union")**


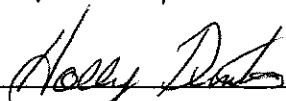
**RE: CSA EMPLOYEE NL**

The Employer agrees to advance Nancy LaRoche to Step 1 of the "CSA with Certification" classification, effective the date of signing of the Collective Agreement. For greater certainty, there shall be no claim for retroactive wages at this higher wage rate in relation to all house worked by the employee between the first day of this Collective Agreement and the date of signing.

SHANNEX

  
\_\_\_\_\_  
  
\_\_\_\_\_

UNION Local 5350/5446

  
\_\_\_\_\_  
  
\_\_\_\_\_  
N. LaRoche



