

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SHANNEX CLINICAL SERVICES LIMITED  
carrying on business at Pavillon Richard  
Moncton, New Brunswick  
("Employer")**

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5379  
("Union")**

**Term: March 12, 2021 – January 29<sup>th</sup>, 2023**

## INDEX

ARTICLE 1	PURPOSE .....	3
ARTICLE 2	RECOGNITION .....	3
ARTICLE 3	MANAGEMENT RIGHTS.....	3
ARTICLE 4	DEFINITIONS.....	4
ARTICLE 5	DISCRIMINATION/HARASSMENT .....	5
ARTICLE 6	UNION SECURITY AND DUES DEDUCTION .....	6
ARTICLE 7	LABOUR MANAGEMENT COMMITTEE .....	7
ARTICLE 8	GRIEVANCE AND ARBITRATION PROCEDURE .....	8
ARTICLE 9	DISCIPLINE AND DISCHARGE.....	10
ARTICLE 10	PROBATIONARY PERIOD .....	11
ARTICLE 11	SENIORITY .....	12
ARTICLE 12	LAYOFF AND RECALL .....	15
ARTICLE 13	JOB POSTINGS .....	16
ARTICLE 14	HOURS OF WORK .....	17
ARTICLE 15	LEAVES OF ABSENCE .....	22
ARTICLE 16	VACATIONS.....	33
ARTICLE 17	HOLIDAYS .....	35
ARTICLE 18	WAGES .....	36
ARTICLE 19	SHIFT AND WEEKEND PREMIUMS.....	37
ARTICLE 20	RETIREMENT ALLOWANCE AND RRSP .....	38
ARTICLE 21	HEALTH AND SAFETY.....	38
ARTICLE 22	PERSONNEL FILE.....	40
ARTICLE 23	GENERAL .....	41
ARTICLE 24	TECHNOLOGICAL CHANGE .....	42
ARTICLE 25	NO STRIKE NO LOCKOUT.....	43
ARTICLE 26	JOB SHARING.....	43
ARTICLE 27	TERM OF AGREEMENT.....	44
APPENDIX A.....		46
MEMORANDUM OF UNDERSTANDING .....		47
MEMORANDUM OF AGREEMENT.....		50

**ARTICLE 1      PURPOSE**

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

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

**ARTICLE 2      RECOGNITION**

**2.01**    The Employer recognizes the Canadian Union of Public Employees, Local 5446/5379 as the exclusive bargaining agent for all Licensed Practical Nurses and Restorative LPNs at Pavillon Richard, 65 Rue Du Mascaret, Moncton, New Brunswick and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

**2.02**    The benefits contained herein may be waived only by a written agreement of the parties. No LPN shall be required or permitted to make any written or verbal agreement with the Employer, its representatives, or supervisors which is contrary to the terms of this Agreement.

**ARTICLE 3      MANAGEMENT RIGHTS**

**3.01**    The Union recognizes and agrees that the Employer has the 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 LPNs 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 LPN” means an LPN who works “on-call” or on an “as-needed basis” but is not regularly scheduled. Casual LPNs shall be paid the all-inclusive rate in lieu of accumulating sick leave, vacation and holiday credits.
- (c)     “Employer” means Shannex Clinical Services Limited, carrying on business at Pavillon Richard, Moncton, New Brunswick.
- (d)     “Facility” means the Long-Term Care Facility known as Pavillon Richard, Moncton, New Brunswick.
- (e)     “Full-time LPN” means a LPN who is hired to a position on a regular or temporary basis to work the work period described in Article 14 (Hours of Work) of this Agreement.
- (f)     “Hours Worked” unless otherwise stipulated, includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence but excludes overtime hours and any time on Workers’ Compensation.
- (g)     “Labour Management Committee” means the committee established in accordance with Article 7 (Labour Management Committee) of this Agreement.
- (h)     “LPN” means a Licensed Practical Nurse who is currently registered under the provisions of the *Licensed Practical Nurses’ Act* of New Brunswick and a Full-time, Part-time or Casual Licensed Practical Nurse or Restorative LPN, working at Pavillon Richard, 65 Rue Du Mascaret, Moncton, New Brunswick;
- (i)     “Part-time LPN” means a LPN who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a Full-time LPN.
- (j)     “Probationary Period” means the first seven hundred and twenty (720) Hours Worked as a LPN but excluding orientation hours.

- (k) "Spouse" means a legal marriage partner or a live-in partner who has been identified in writing by the LPN 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.
  
- (l) "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 LPNs who accept a temporary position will maintain their entitlement for Group Health Benefits and RRSP entitlement, but scheduling, sick leave, accrued statutory holidays and vacation benefits will be pro-rated based on the temporary position.
  
- (m) "Union" means the Canadian Union of Public Employees, Local 5446/5379.

**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. LPNs have the right to work in a respectful workplace free from disrespectful behaviour, discrimination and harassment. All LPNs 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 LPN chooses. The LPN has the right to decide to be accompanied by a Union Representative.
  
- 5.04** LPNs 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 LPNs any dues or assessments in accordance with the constitution and by-laws of the Union on its members. Deduction of Union dues shall commence on the first full pay following hiring.
- 6.02** All amounts so deducted, together with a record of names, amounts and dates shall be transmitted by the Employer to the CUPE National office no later than the 15th of the month following the month for which such deductions were made and shall provide the names of all LPNs from whom deductions were made, amounts deducted and total amount of regular wages earned by each LPN.
- 6.03** The Employer will provide the CUPE National office on the 15th day of each month with a list of all new LPNs who are covered under the bargaining unit and all such LPNs who were included on the previous month and have since (a) left the Employer; (b) been promoted to a non-bargaining unit position; (c) changed surnames; or (d) been granted leave of absence. The Union Local executive may request copies of this submission from the CUPE National office directly.
- 6.04** The Union must advise the Employer in writing of the amount of regular monthly dues.
- 6.05** The Union agrees to inform the Employer four (4) weeks in advance of the date of any change in the amount of Union dues.
- 6.06** The Union shall indemnify and save the Employer harmless from any liability arising out of deductions made in accordance with this Article 6.
- 6.07** The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing the Collective Agreement.
- 6.08** The Employer agrees to acquaint new LPNs with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues deductions.
- 6.09** A representative of the Union shall be given an opportunity to speak to new LPNs during the orientation of new LPNs to the facility for the purposes of acquainting them with the benefits and duties of Union membership.

**6.10** 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 LPN representatives on this committee. Part-time LPNs 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) Licensed Practical Nurses representatives of the Union (employed by Shannex Clinical Services Limited) 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 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) LPN representatives shall not suffer a loss of pay for time spent at meetings of the Committee.
- (c) The Committee shall concern itself with matters of the following general nature:
  - (i) Identification and resolution of common problems;
  - (ii) The facilitation of communications between LPNs and the Employer; and
  - (iii) Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

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

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

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

- 8.01** The Union shall appoint any LPN and the Employer will recognize a Committee of Shop Stewards who are employed as LPNs of the Employer. These representatives shall be known as the Grievance Committee to deal with complaints and grievances.
- 8.02** A grievance under this Collective Agreement shall be defined as any difference or dispute arising out of the interpretation, application or administration of this Collective Agreement.
- 8.03** The Union shall notify the Employer in writing of the name of each Steward and the name of the Chief Shop Steward. The Employer shall be required to recognize them. The Employer will notify the Union of the names of supervisors, managers or designates for each level of the grievance procedure.
- 8.04** **Informal Resolution** - Within five (5) working days after the date of the occurrence or discovery of the grievance, the LPN 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 LPN 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** - 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.
- 8.07** **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 Grievance Committee within five (5) working days. The

Regional Manager (or designate) shall reply in writing, within five (5) working days following such meeting.

- 8.08 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.
- 8.09 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 LPN.
- 8.13** The Employer and the Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the Chairperson of the board.
- 8.14 Policy Grievance** - Where a dispute involving a question of general application or interpretation occurs, or in case of a Union Grievance, Step 1 of the grievance procedure may be by-passed.

- 8.15 Employer Grievance** – Within five (5) working days after the date of the occurrences or discovery of the grievance, the Employer may institute a grievance by delivering the same in writing to the President of the Union or designate and the President of the Union shall answer such grievance within five (5) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President of the Union gives 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 the 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 only by consent of the parties to this Agreement.
- 8.21** The Union shall have the right at any time to have the assistance of a staff representative of the Union when dealing with the Employer at Steps 1, 2 or 3 of the grievance procedure.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

- 9.01** No LPN shall be disciplined or discharged without just cause. 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 LPN.
- 9.02** LPNs shall be notified in writing of the reasons for suspension or discharge, with a copy to the Union.

- 9.03** Notwithstanding that the disciplinary procedure is progressive, there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an LPN.
- 9.04** A LPN may have a Union representative or another employee of their choice present when the LPN is being disciplined with a written warning or more serious discipline. The parties mutually agree that there will be no unreasonable delay due to the unavailability of the union representative or employee of their choice.
- 9.05** Where an LPN chooses to waive their right to union representation, the Employer will require the LPN to sign a waiver stating they were offered the right to union representation, which they have knowingly waived.
- 9.06** An LPN shall provide two (2) weeks' notice of resignation of employment by the LPN, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and payday are not the same.
- 9.07** When an LPN resigns, is discharged, retires or dies, the LPN or their estate shall receive payment in proportion to any unused vacation leave credits, holiday leave 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 LPNs, residents and visitors. Electronic monitoring and surveillance should not be used for the sole purpose of conducting general, ongoing supervision of LPNs. When incidents occur, or allegations are made that involve either residents, visitors or LPNs, the parties agree that the electronic recording can be used by the Employer for purposes of investigating the incident.

## **ARTICLE 10     PROBATIONARY PERIOD**

### **10.01   Probationary Period**

- (a)     The first seven hundred and twenty (720) Hours Worked as an LPN, excluding orientation hours, shall be considered as the Probationary Period;

- (b) The employment of a probationary LPN may be terminated at any time during the Probationary Period without recourse to the grievance and arbitration procedure unless the Union alleges a violation of Article 5 (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 LPNs;
- (d) Any LPN 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 sixty (360) Hours Worked; and
- (e) The Probationary Period may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE 11 SENIORITY**

### **11.01 Seniority Lists**

- (a) Up-to-date seniority lists of all LPNs including probationary LPNs shall be sent to the Union and posted on the bulletin board(s) by February 15, and August 15 of each year, showing the total seniority hours of the previous period, the total seniority hours of the current period, and the total seniority hours from each date of hiring to the end of the last full pay period prior to each date.
- (b) Any changes in the scheduling of LPNs, due to the posted seniority list, shall be implemented within three (3) weeks.
- (c) Within the thirty (30) days following the posting of the seniority list, an LPN 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 LPN in respect of the problem raised.
- (d) In the event that more than one LPN commences work on the same date, and at the same hour, all such LPNs shall have their seniority determined by a draw in the presence of all such LPNs and a representative of the Union. Results of such draw are to be acknowledged in writing and signed off by the affected LPNs.

### **11.02 Accumulation of Seniority**

An LPN shall accumulate Seniority for all Hours Worked and for unpaid hours as follows:

- (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 LPN who is elected or appointed to a full-time position with the Union. Such leave may be extended with the approval of the Employer;
- (e) Leave of absence without pay for a fixed term of not more than two (2) years which is granted to an LPN who is elected or appointed to public office pursuant to Article 15.06 together with up to fifteen (15) days without pay, which is granted per calendar year, to LPNs elected or appointed to public office for duties related to their elected or appointed public office provided forty-eight (48) hours' notice is given and there is no additional cost to the Employer;
- (f) The amount of seniority to be credited to a Full-Time LPN in (a), (b), (c), (d) and (e) above shall be based on thirty-seven and one-half (37 ½) hours per week. The amount of seniority to be credited to a Part-Time LPN in (a), (b), (c), (d) and (e) above shall be equal to the highest number hours of seniority credited to any less senior LPN in the same classification and department during the period of the leave. LPNs on Worker's Compensation benefits should not receive less seniority than what they are actually paid for by WorkSafe NB.
- (g) The maintenance of seniority as set out in (a), (b), (c), (d) and (e) above shall not entitle the LPN to any credits for vacation, sick leave and statutory holidays during the period of leave. The accumulation of seniority as set out in (a), (b), (c), (d) and (e) above shall not entitle the LPN to any credits for vacation, sick leave and statutory holidays during the period of leave, subject to Article 21.05(b).

### **11.03 Loss of Seniority**

An LPN 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 LPN to keep the Employer informed of their current address;
- (e) They are laid off for a period longer than two (2) years;
- (e) 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 LPN who retires from employment loses seniority, but if within six months of the retirement, the LPN returns to work at Pavillon Richard, the LPN will accumulate the seniority the LPN had prior to retirement and will accumulate additional seniority on regular basis depending on the status of the appointment after retirement.

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

No LPN shall be transferred to a position outside the bargaining unit without their consent. If an LPN 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 LPN 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 LPN holding greater seniority.

## **ARTICLE 12 LAYOFF AND RECALL**

### **12.01 Definition of Layoff**

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

### **12.02 Layoff and Recall**

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

### **12.03 Notice of Layoff**

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

#### **12.04 Casual Shifts**

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

#### **12.05 New LPNs**

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

#### **12.06 Notice of Recall**

- (a) It is the obligation of each LPN on layoff to keep the Employer advised at all times of 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 LPN. The LPN is expected to return to work on the date requested by the Employer. The LPN 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 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.

- (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 LPN is interested in applying, an application in writing must be submitted directly to the designated representative of the Employer.

**13.02** In determining the successful candidate, when filling a vacant position, seniority shall be the determining factor when two or more candidates are deemed by the Employer to be relatively equal in their abilities, skills, qualifications and demonstrated work performance 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 LPNs have been fully considered.

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

**13.05** Should the successful candidate be an existing LPN, they shall be placed on a trial period for three hundred and sixty (360) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position, or if the LPN feels that they are unable to perform their duties, prior to the expiration of the trial period, the LPN shall be returned to their former or equivalent position and salary and any other LPN promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. An LPN may only request to leave a new position once each five (5) years within the three hundred and sixty (360) hours trial period.

**13.06** An LPN 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 LPN will normally average seventy-five (75) hours bi-weekly over a schedule cycle.

### **14.02 Posting of Schedules**

(a) The Employer will post at least two (2) weeks in advance a schedule of working hours for all Full-time LPNs and Part-time LPNs, in a designated area out of public access;

- (b) A minimum of twenty-four (24) hours' notice in advance of the scheduled shift shall be given to the LPN when a shift to be worked is changed. A change of shift occurs when both scheduled start time and length of time for a scheduled shift are changed or the calendar date of the shift is changed;

Except where a change is by mutual agreement between the LPN and the Employer, if a schedule is changed by the Employer without the minimum of twenty-four (24) hours' notice prior to the start of the original shift, the LPN shall be paid at an overtime rate of one and one-half (1½) times the LPN's regular rate (excluding Casual LPNs and Part-time LPNs working on a casual basis);

- (c) The Employer recognizes that Full-time LPNs want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees there will be no arbitrary or unreasonable changes in shifts. 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 LPNs affected and the Employer will take into consideration the preferences of a clear majority of the LPNs affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer; and
- (f) The Employer shall post the Christmas and New Year's work schedule by 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 LPNs working shifts of four (4) hours, there will be a paid break of fifteen (15) minutes.
- (d) The Employer shall make every reasonable effort to organize the work assignment on a shift in such a way as to allow each LPN to have designated meal and rest break(s) at regular intervals during the shifts.
- (f) Operational requirements may require that LPNs remain on the nursing unit or within the Facility for their designated meal and rest break(s).
- (f) Where operational requirements prevent an LPN from having an uninterrupted meal or rest break(s) and it is not possible to reschedule the missed break(s) or a portion of the break(s) during the remainder of the shift, the LPN shall be paid 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 endeavor to:

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

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 LPNs may be required to work two (2) out of four (4) weekends;  
and
- (b) Part-time LPNs 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 LPN, 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 LPNs, such extra hours of work will first be offered by seniority to Part-time LPNs who have declared their availability and then by seniority to Casual LPNs 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 LPN (s) not scheduled and/or called will be given the opportunity to work a make-up shift within a four (4) week period. Should the make-up shift not be given within four (4) weeks, the LPN shall be paid for all hours lost and benefits under the collective agreement. The make-up shift shall be as close as possible to the day and shift that was missed and will not be considered overtime and shall be at a mutually agreed time.
- (c) The LPN shall not decline reasonable offers made by the Employer pursuant to the rules defined within 14.07(b). If the LPN declines reasonable offers made with the four (4) week period, they shall have no claim to pay for hours lost and benefits under the collective agreement.

#### **14.08 Shift Exchanges**

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

- (a) The LPNs exchanging shifts shall submit 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 LPN would receive overtime because of the exchange unless the LPN and the Employer mutually agree that overtime will not apply; and
- (c) The shifts exchanged shall be in the current or following pay period.

#### **14.09 Guaranteed Work**

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

#### **14.10 Overtime**

- (a) Full-time LPNs and Part-time LPNs will be paid an overtime rate of time and one-half (1 ½) the Full-time LPN's hourly rate for all Hours Worked in excess of seven and a half (7.5) hours (if regularly scheduled for eight (8) hours per day) or eleven point twenty five hours (11.25) hours (if regularly scheduled to work twelve (12) hours per day) or an average of seventy-five (75) Hours Worked in a bi-weekly period;
- (b) All other Part-time LPNs (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 LPNs basic hourly rate for all Hours Worked in excess of eleven point twenty-five (11.25) hours on any day or seventy-eight point seventy-five (78.75) Hours Worked in a bi-weekly period;
- (c) A Full-time LPN who is required by the Employer to work on 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 LPN shall receive for any work performed more than time and one-half (1½) the LPN's normal hourly rate of pay.

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

- (a) Should an LPN 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 LPN works a double shift a meal will be provided by the Employer.

**14.12 Nursing Coverage**

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

**14.13 Semi-Annual Time Change**

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

**ARTICLE 15 LEAVES OF ABSENCE**

**15.01 Bereavement Leave**

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

Non-Immediate family means the LPN'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 LPN's immediate family, the LPN shall be granted a leave of absence for a period of seven (7) days effective midnight following the death. During the leave, the LPN shall be paid up to five (5) working days.
- (b) In the event of the death of an LPN's non-immediate family, the LPN shall be granted a leave of absence for a period of 5 days effective midnight following the death. During the leave, the LPN shall be paid up to two (2) working days.
- (c) When an LPN is on vacation at the time of the bereavement leave, the LPN shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits;
- (d) An LPN may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave; and
- (e) Upon request by the LPN, where the burial occurs outside the province or more than 200 km from the LPN's residence, such leave shall include up to two (2) extra days without pay. The LPN has the option to draw from accumulated holiday or vacation banks to cover the period of unpaid leave.

#### **15.02 Personal Leave**

- (a) An LPN may request a personal leave of absence without pay from the General Manager.
- (b) All requests for personal leaves of absence shall be made in writing to the General Manager and be submitted twenty-one (21) days prior to the start date, except in emergency situations. The request must contain an expected date of return.
- (c) The decision whether to grant the request for leave shall be in the sole discretion of the Employer.
- (d) Personal leaves will not be granted for the purpose of maintaining other employment.

- (e) Benefit coverage may be continued for any period of personal leave provided that the LPN prepay the full costs of the benefits for the period of the leave.
- (f) LPNs are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

### **15.03 Court Leave**

- (a) Leave of absence with pay shall be given to an LPN for each scheduled day of work the LPN serves on jury duty, other than an LPN already on leave of absence without pay or under suspension, who are required to serve on the jury, but all compensation received by the LPN excluding payment for travelling, meals or other expenses for any scheduled day of work for such jury duty will be paid over to the Employer provided that the LPN receives the greater amount;
- (b) Leaves of absence with pay shall be granted by the Employer for each scheduled day of work when an LPN is required to attend as a witness in Court with respect to a matter arising in the course of employment, but all compensation received by the LPN excluding payment for travelling, meals or other expenses for any scheduled day of work for such appearance will be paid over to the Employer provided that the LPN receives the greater amount.

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

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

LPNs will be entitled to unpaid leave in accordance with the Compassionate Care Leave

provisions of the New Brunswick Employment Standards Act.

#### **15.05 Sick Leave**

- (a) Only Full-time, Part-time and probationary LPNs can accumulate paid sick time credits, and only Full-time and Part-time LPNs can use sick leave credits.
- (b) Paid sick leave credits for Full-time LPNs and Part-time LPNs shall accumulate as follows:
  - (i) A Full-time or Part-time LPN will accumulate paid sick leave credits at the rate of one (1) hour per fourteen and one-half (14½) hours worked, effective the first day of employment;
  - (ii) The maximum allowable accumulation will be nine hundred and seventy-five (975) hours.
  - (iii) The Employer shall provide each LPN 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 LPN. A deduction shall be made from the LPN's accumulated sick leave credits for each regular working hour that the LPN is absent on sick leave.
- (d) An illness or injury for which Workers' Compensation is payable, shall be deemed not to be a personal illness or injury for which an LPN is eligible to receive sick leave pay from the Employer or a Third-Party Insurer.
- (e) The Employer reserves the right to require any LPN claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the LPN shall have no claim for pay in respect to such absence.
- (f) LPNs who are off work and in receipt of Workers' Compensation benefits must keep the Employer aware of their progress/change and condition.

- (g) Payment for time lost due to Workers' Compensation injury will be made according to the Workers' Compensation Act (New Brunswick). Workers' Compensation cheques will be made payable directly to the LPN.
- (h) **Representation for LPN** - An LPN 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 LPN shall be advised of this right prior to the scheduling of a meeting.
- (i) **Payment for Certificates and Examinations** - Where an LPN is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports, which are not covered by medical insurance.
- (j) **Sick Leave Medical/Dental; Family; Emergency**  
LPNs with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of thirty-seven and one half (37.5) hours per calendar year debited against sick leave credits in order to:
  - i) Engage in and facilitate the LPN's personal preventative medical or dental care. LPNs shall advise their immediate supervisor when they become aware of their need for personal medical, dental care for a shift the LPN is scheduled to work. Such leave shall not be unreasonably denied;
  - ii) Attend to emergencies where:
    - a) The LPN's own medical or dental health is at an immediate and serious risk;
    - b) A member of the LPN's Immediate Family as defined in Article 15.01 who has become ill or disabled, in order to make alternate care arrangements where the LPN's personal attention is required and which could not be serviced by others or attended to by the LPN outside of their assigned shifts; and
    - c) There is a critical condition (e.g. fire, flood) (excluding conditions included in Article 15.08) which requires the LPN's personal attention, which could

not be serviced by others or attended to by the LPN outside of their assigned shifts.

The Employer may require verification of the condition claimed;

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

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

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

**15.06 Public Office Leave**

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

**15.07 Education Leave**

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Full-time or Part-time LPN who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer;
- (b) An LPN on Education Leave shall retain those benefits which accrued up to the time the LPN commenced the leave of absence. The LPN shall continue to accrue seniority during the leave of absence;
- (c) On return, the LPN shall return to the same or equivalent previous position and appointment status that the LPN had prior to commencing the leave, unless mutually agreed upon otherwise;
- (d) An LPN on Education Leave may be permitted to work for the Employer while on Education Leave subject to the following principles:
  - (i) Such LPN may choose to work for the Employer while on Education Leave. Whether such LPN on an approved Education Leave works any shifts at all for the Employer during such Education Leave will be entirely at the discretion of such LPN. The granting of the Leave of Absence will not be dependent on the LPN agreeing to work during the Education Leave;
  - (ii) When an LPN agrees to work while on an Education leave, the LPN maintains the status of a regular LPN on leave. Any rights or protections they would have while on the leave are maintained; and
  - (iii) When an LPN agrees to work while on an Education leave, the LPN will be treated as a Casual LPN for the purpose of determining pay and benefits, excluding provisions for accumulation of seniority and movement along the increment scale.

**15.08 Adverse Weather Conditions**

- (a) It is the responsibility of the LPN to make every reasonable effort to arrive at their work location as scheduled, however, during storm conditions, an LPN 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 LPN arrives for work within the first two (2) hours of the scheduled shift;
  - (ii) Only be paid for hours of actual work if the LPN arrives past the first two (2) hours of the scheduled shift;
  - (iii) An LPN who has been called in or who is working overtime as a result of replacing the LPN, who is late, shall be paid for all hours worked at applicable rates. At the time of arrival of the originally scheduled LPN, the replacement LPN will be relieved and no further payment will ensue;
- (b) When the arrival of the LPN at work is impossible or delayed due to adverse weather conditions beyond two (2) hours, the LPN 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 LPN has no entitlement to accumulated paid leave, the LPN may, with prior approval of the Employer, make up the absent time as the scheduling allows.
- (c) The above clauses do not remove the responsibility from an LPN to contact the Employer, if able, in regard to their intent to come to work.
- (d) Such time shall not be referred to or used in calculations with respect to the attendance of the LPN.

#### **15.09 Union Business**

- (a) Subject to operational requirements as determined by the Employer, leave of absence, upon request and without pay, shall be granted by the Employer to LPNs elected or appointed to represent Union business. However, not more than two (2) LPNs shall be

entitled to leave of absence at the same time for this purpose. Application for such leave shall be made two (2) weeks in advance whenever possible;

- (b) The Employer shall maintain full salary and benefits of the LPN during a leave of absence granted in accordance with Article 15.09(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 LPN elected or appointed to a Full-time position with the Union. Such leave may be extended with the approval of the Employer. When leave of absence without pay is granted pursuant to this Article 15.09(c) the following conditions shall apply with respect to the LPN's return to work:
  - (i) twenty-one (21) days' notice of intention to return to work shall be given to the Employer; and
  - (ii) if the LPN returns to work, 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).

#### **15.10 Domestic and Family Violence:**

LPNs 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) LPNs will be entitled to unpaid leave in accordance with the Pregnancy and Parental leave provisions in the New Brunswick *Employment Standards Act*.
- (b) Supplementary Employment Benefit Plan  
Subject to approval by the New Brunswick Department of Social Development and funding by that Department:
  - (i) After completion of one (1) year continuous employment, an LPN 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 LPN 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 LPN would have been eligible if no extra monies had been received during this period.
- (iii) "Regular rate of pay" shall mean the rate of pay the LPN was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime or any other form of supplementary compensation.
- (iv) An applicant under Article 15.11(b)(i) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after their return to work. Should the LPN fail to return to work and remain at work for a period of six (6) months, the LPN shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.
- (v) An LPN who is absent from work and is receiving workers' compensation benefits is not entitled to any benefits under this Article.

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

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

#### **15.13 Return to Work**

An LPN 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 LPN. When an LPN reports for work upon the

expiration of pregnancy/birth or parental, or adoption leave, the LPN shall resume work in the position held by the LPN immediately before the leave began or where that position is eliminated, in a comparable position within the Facility. An LPN shall be entitled to the appropriate level on the increment scale and benefits, with no loss of benefits accrued to the commencement of the leave.

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

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

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

#### **15.15 Special Leave – Birth**

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

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

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

**15.16 Special Leave - Adopted Child**

Special leave shall be granted as follows:

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

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

**ARTICLE 16 VACATIONS**

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

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

- (a) Less than 9787.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Effective the date of hire, vacation shall accumulate at the rate of one (1) hour for each 17.4 regular Hours Worked paid to a maximum of 112.50 hours;
- (b) Between 9787.50 Hours Worked and less than 31,320 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 13.1 regular Hours Worked paid to a maximum of 149.43 hours;
- (c) Between 31,320 Hours Worked and less than 33,277.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 12.44 regular Hours Worked paid to a maximum of 157.36 hours;
- (d) Between 33,277.50 Hours Worked and less than 35,235 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 11.89 regular Hours Worked paid to a maximum of 164.63 hours;
- (e) Between 35,235 Hours Worked and less than 37,192.50 Hours Worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of one (1) hour for each 11.39 regular hours worked paid to a maximum of 171.86 hours;

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

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

**16.04** An LPN 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 LPN's prolonged illness or injury prevented the LPN from taking vacation during the vacation year, the Employer may allow the LPN to carry over all or a part of 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. LPNs 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. LPNs who have not indicated their preference by April 1st and October 1st shall not be permitted to displace junior LPNs 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 LPNs' 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** LPNs who have not indicated vacation preference within the time periods provided herein, shall not have the right to exercise "bumping rights" over LPNs who have 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 LPNs.
- 16.09** Upon termination of employment, an LPN's earned vacation entitlement during the year will be calculated and paid out with the final pay.
- 16.10** An LPN 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 LPN was hospitalized or sick shall be rescheduled later.

**ARTICLE 17 HOLIDAYS**

**17.01 Holidays**

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

- |                   |                          |
|-------------------|--------------------------|
| 1. New Year's Day | 7. 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 LPN must work their scheduled shift immediately preceding and immediately following the holiday.
- 17.03** Full-time LPNs will receive seven and one-half (7½) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 17.02.
- 17.04** Part-time LPNs will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 17.02. The calculation for prorating will be .045977 times paid hours in the thirty (30) calendar days immediately prior to the holiday.
- 17.05** When a Full-time LPN is required to work on any of the paid holidays, the Employer shall pay the LPN for all hours worked at the rate of one and one-half (1½) times 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 LPN after the calendar date of the holiday where operational requirements permit.

- 17.06** When a Part-time LPN is required to work on any of the paid holidays, the Employer shall pay the LPN for all hours worked at the rate of one and one-half (1½) times their regular rate of pay. Subject to Article 17.02, based on the pro rata formula in Article 17.04 the Part-time LPN shall also be granted time off with pay at a time mutually agreed upon between the Employer and the LPN after the calendar date of the holiday where operational requirements permit.
- 17.07** The Employer will request LPNs to volunteer to work on Christmas Day and will meet with and consult with LPNs and reasonably consider proposals advanced by LPNs 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 LPN shall be entitled to accumulate holidays to a maximum of nine (9) days at any one time and take such days off at a mutually agreed time.
- 17.09** When a holiday falls within the LPN's vacation period or on an LPN's scheduled day off, the LPN may schedule another day at a time mutually agreeable to the LPN and the Employer. If the Employer is unable to accommodate an alternate day due to operational requirements, the LPN will be paid for the holiday.
- 17.10** For a Full-time LPN who is working a twelve (12) hour rotating shift schedule, the seven and one-half (7½) hour holiday off referred to in Article 17.03 may be built into the rotation as 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 LPN 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**

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

**18.02 Pay Day**

- (a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system;
- (b) If an LPN has a shortfall in their pay of more than four (4) hours pay, the Employer shall pay the shortfall to the LPN within four (4) business days of being notified by the LPN provided the LPN has followed the procedure for reporting time worked; and
- (c) The Employer recognizes the importance of regularity in pay practices and to the greatest extent possible the Employer will not alter the payment routines. LPNs will be notified in writing by the Employer not less than sixty (60) days in advance of a change to the pay practices.

**18.03** When an LPN is promoted permanently into a higher paid position, they will be paid the rate for the new position.

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

**20.02 RRSP**

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

**ARTICLE 21 HEALTH AND SAFETY**

**21.01 Comply with OH&S Act**

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

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

**21.03 Make Reasonable Provisions**

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

**21.04 Modified Work Program**

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

**21.05 Injury on Duty – WCB**

- (a) Where an LPN asks the Employer in writing at the time of a WSNB claim to pay her any supplement amount from the accumulated sick leave credits of the LPN, the Employer shall pay an Employer Workers' Compensation payment supplement to the LPN to the extent of the pre-injury bi-weekly pay of the LPN while maximizing the amount payable from the WSNB. It is the intent of the parties that in no circumstance shall the LPN receive an increase of income while in receipt of Workers' Compensation benefits with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the LPN's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an LPN's sick leave credits are exhausted, the LPN shall be paid only the Workers' Compensation benefits payment; and
- (b) Where an LPN is being compensated under the Workers' Compensation Act the LPN 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 LPN who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits she would earn under the Workers' Compensation Act providing the LPN is able to establish, satisfactory to the Employer, that the illness or injury prevents the LPN from working and the LPN has sufficient sick leave credits; and
- (c) In such case, the LPN must provide a written undertaking to the Employer and the required notification to the WSNB that the initial payment(s) from the WSNB is to be provided directly to the Employer on behalf of the LPN, up to the level of the payment advanced by the Employer.

**21.07 WSNB and Return to Work**

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

**21.08 Personal Property**

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

**ARTICLE 22 PERSONNEL FILE**

- 22.01** An electronic personnel file shall be maintained for all LPNs. Each LPN 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 LPN the existence of which the LPN 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 LPN shall not be used against the LPN 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 LPNs afflicted with alcoholism or drug dependency to undergo a coordinated program of rehabilitation directed to the objective of their rehabilitation. Provided LPNs have sufficient sick leave credits, they shall be eligible for sick leave benefits for one authorized treatment program. When an LPN is required to submit to random body fluid testing as part of a settlement agreement between the Employer and an LPN, the Employer shall pay the costs of such testing.

### **23.02   Position Descriptions**

An LPN 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   Training and Professional Development**

- (a)     The Employer will provide and fund any Employer required training/education for an LPN; and
- (b)     The Employer will make every effort to arrange for the presentation of the required training/education during an LPN's scheduled hours of work;
- (c)     The LPN is expected to maintain any certifications or requirements as stipulated by the regulatory bodies at the LPN's expense;
- (d)     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.

**23.04 Proper Accommodation**

Proper accommodation shall be provided for LPNs 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 LPNs will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the LPNs.

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

**24.03 Introduction:**

If, after the period of training referred to in 24.02 the LPN is unable to acquire sufficient competence, the Employer will make every effort to retain the LPN in such position as may be available within the competence of the LPN (including the exercise of such rights as are otherwise contained in this Agreement).

**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 LPNs in the bargaining unit, or substantial changes in the hours of work or the duties performed by LPNs in the bargaining unit.

**24.05 Layoff:**

An LPN 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 LPN who is in a job sharing arrangement shall be considered a Part-time LPN as defined in Article 4.01 of this Agreement and shall share rotation of the position.
- (c) Either of the LPNs 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 LPNs affected. The affected LPNs will return to their former or equivalent positions. The Employer will make reasonable efforts to continue job sharing arrangements.

- (e) If one job partner leaves a job sharing arrangement which the Employer has agreed to, and the Employer agrees to continue with that job share arrangement, the vacancy will be posted by the Employer in accordance with the provisions of Article 13.01.  
If one of the job partners leaves and the Employer does not wish to continue the job sharing arrangement, the regular Part-time LPN(s) in the job sharing arrangement will return to their former or equivalent positions. In the event that this is not the original full-time position which became the job share position, the full-time position will be posted in accordance with the provisions of Article 13.01.
- (f) The LPNs will determine the division and scheduling of their assigned hours between them and then seek agreement to that schedule from the Employer.
- (g) The Employer will be responsible for scheduling a replacement LPN where it deems necessary in cases of absence due to illness, or holidays.
- (h) Overtime shall be payable to an LPN who is participating in a job sharing arrangement in accordance with this Agreement, unless the LPN has exchanged shifts with another LPN 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**

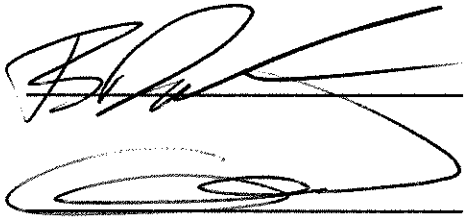
- 27.01** This Agreement shall be for a term commencing on the **March 12, 2021** and ending on the 31<sup>st</sup> day of January, 2023.
- 27.02** Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement 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 was negotiated in English. For the convenience of the Parties, we have prepared a version of this Agreement in French. In the event of any inconsistency between a provision of the English and the French versions of this Agreement, the language in which the Agreement was negotiated shall prevail.

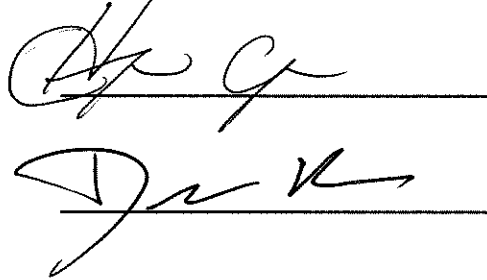
**27.05** This Agreement and everything contained herein shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED this 25 day of March, 2021.

FOR THE EMPLOYER

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FOR THE UNION

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**APPENDIX A**

**Wages** = Effective the date of Ratification (March 12, 2021), the regular hourly wages will be increased during the Term of the Agreement on the effective dates as set out below:

		16-Apr-21		16-Oct-21		16-Apr-22
		<b>1.00%</b>		<b>1.00%</b>		<b>1.00%</b>
LPN LPN Restorative (150)	A	24.74	A	24.99	A	25.23
	B	25.67	B	25.92	B	26.18
	C	26.63	C	26.89	C	27.16
LPN - All Inclusive LPN Restorative - All Inclusive (150)	A	28.45	A	28.74	A	29.03
	B	29.51	B	29.81	B	30.11
	C	30.63	C	30.93	C	31.24

A = Step 1 = 0-1957.5h

B = Step 2 = >1957.5h-3915h

C = Step 3 = >3915h

**MEMORANDUM OF UNDERSTANDING**

**“Wage Adjustments in relation to Provincial Collective Agreement & Retroactivity”**

Notwithstanding the Union was not certified as bargaining agent until April 16, 2019, and this first Collective Agreement did not take effect until **March 12, 2021** the Employer has offered, and the Union has accepted, wage increases to align with the provincial agreement in relation to the period of that agreement which covers the date Pavillon Richard commenced operations as an Employer (August 2017) to the **March 12, 2021**, 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:

		1-Aug-17	16-Oct-17	16-Apr-18	16-Oct-18
		0.625%	0.75%	0.75%	0.75%
LPN LPN Restorative (150)	A	23.19	23.36	23.54	23.71
	B	24.06	24.24	24.42	24.60
	C	24.96	25.15	25.33	25.52
LPN - AI LPN Restorative - AI (150)	A	26.67	26.87	27.07	27.27
	B	27.66	27.87	28.08	28.29
	C	28.71	28.92	29.14	29.36

A = Step 1 = 0-1957.5h

B = Step 2 = >1957.5h-3915h

C = Step 3 = >3915h

		16-Apr-19	16-Oct-19	16-Apr-20	16-Oct-20
		0.75%	0.75%	0.75%	1.00%
LPN LPN Restorative (150)	A	23.89	24.07	24.25	24.49
	B	24.79	24.97	25.16	25.41
	C	25.72	25.91	26.10	26.36
LPN - AI LPN Restorative - AI (150)	A	27.48	27.69	27.89	28.17
	B	28.50	28.72	28.93	29.22
	C	29.58	29.80	30.02	30.32

A = Step 1 = 0-1957.5h

B = Step 2 = >1957.5h-3915h

C = Step 3 = >3915h

- (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 31, 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:
  - a. Those who left the employ of the Employer before completing their probationary period;
  - b. Those who left the employ of the Employer before **April 16, 2019 (date of certification)** for any reasons;
  - c. Those persons who became employed on or after **March 12, 2021** and who voluntarily left the employ of the Employer prior to the date of signing this Agreement; or
  - d. 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:

Pavillon Richard	Persons Eligible for Retroactive Payments	Persons NOT Eligible for Retroactive Payments
Became employed prior to date of certification ( <b>April 16, 2019</b> )	<ul style="list-style-type: none"> <li>✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply)</li> <li>✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply)</li> </ul>	<ul style="list-style-type: none"> <li>✗ Did not complete probationary period</li> <li>✗ Discharged and not reinstated at any time and for any reasons</li> <li>✗ Voluntarily resigned on or before <b>April 16, 2019</b></li> </ul>

Pavillon Richard	Persons Eligible for Retroactive Payments	Persons NOT Eligible for Retroactive Payments
	<ul style="list-style-type: none"> <li>✓ Voluntarily resigned on or after <b>April 16, 2019</b> but prior to date of signing new Agreement (needs to apply)</li> </ul>	
<p>Became employed after the date of certification but prior to first contract effective <b>March 12, 2021</b></p>	<ul style="list-style-type: none"> <li>✓ Still employed as of date of retroactive payment is issued with no break in employment (does not need to apply)</li> <li>✓ Voluntarily resigned after the date of signing new Agreement but prior to date retro pay is issued (does not need to apply)</li> <li>✓ Voluntarily resigned on or after <b>March 12, 2021</b> but prior to date of signing new Agreement</li> </ul>	<ul style="list-style-type: none"> <li>✗ Did not complete probationary period</li> <li>✗ Discharged and not reinstated</li> </ul>
<p>Became employed after 1<sup>st</sup> contract effective <b>March 12, 2021</b></p>	<ul style="list-style-type: none"> <li>✓ Still employed as of signing date of this Collective Agreement (no break in employment)</li> <li>✓ Voluntarily resigned after the date of signing new Agreement but prior to date of retro pay</li> </ul>	<ul style="list-style-type: none"> <li>✗ Did not complete probationary period</li> <li>✗ Discharged and not reinstated</li> <li>✗ Voluntarily resigned on or after <b>March 12, 2021</b> but prior to date of signing new Agreement</li> </ul>

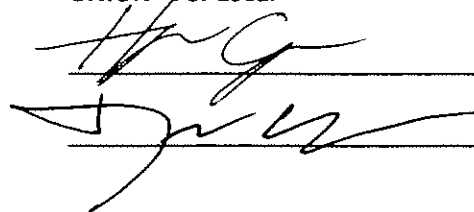
(h) Effective date of all other changes in the Collective Agreement, aside from Wages, shall be effective in accordance with Article 27.02 of the Collective Agreement.

DATED at Moncton, New Brunswick, this 25 day of March, 2021.

SHANNEX



UNION - For Local



MEMORANDUM OF AGREEMENT

RE: PAVILLON RICHARD LOCAL 5446/5379 CONSULTATION ON BENEFITS PROGRAM CHANGES

BETWEEN:

SHANNEX CLINCIAL SERVICES LIMTIED ("Shannex")

-and-



CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5446/5379 ("Union - Pavillon Richard")


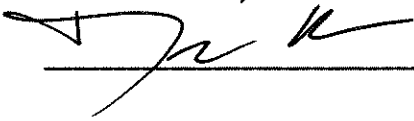
The parties agree that Union representatives from Pavillon Richard, CUPE Local 5446/5379 will be invited to participate in consultation discussions to solicit feedback in the event proposed changes considered to group benefits plans which may impact benefit coverage.

DATED at Moncton, New Brunswick, this 25 day of March, 2021.

SHANNEX

UNION For Local 5446/5379

  
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