

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SHANNEX RLC LIMITED o/a HOWE HALL**

**AND**

**CUPE LOCAL 5446 – HOWE HALL**

**January 13, 2023 – February 28, 2027**

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## ARTICLE 1 PURPOSE

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

## ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees, Local 5446 as the exclusive bargaining agent for all Full-time, Part-time and Casual Employees of the Employer working at Howe Hall, Saint John, New Brunswick in the following classifications:
- a. Licensed Practical Nurses
  - b. Client Services Assistants
  - c. Housekeepers
  - d. Dietary Aide
  - e. Wellness Coach

The bargaining unit excludes the General Manager, Client Services Manager, Executive Chef, **Sous Chef, Residence Maintenance Staff, Business Manager, Workforce Coordinator** and those persons excluded by the *Industrial Relations Act* and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

- 2.02 The benefits contained herein may be waived only by a written agreement of the parties. No Employee shall be required or permitted to make any written or verbal agreement with the Employer, its representatives, or supervisors which is contrary to the terms of this Agreement.
- 2.03 Bargaining Unit Work
- Non-bargaining unit employees shall not perform jobs in the Bargaining Unit if that causes Employees to be laid off or have their hours of work reduced. This article excludes services or care provided, directly or indirectly, by family members of residents.
- 2.04 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with the Employer.



### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.01 The Union recognizes and agrees that the Employer has the exclusive right and authority to manage the business and operations of the Residence, and direct the workforce of the Employer, in all respects including but not limited to:
- (a) establishing standards and procedures for the service, care, safety, welfare, and comfort of residents of the Employer; and
  - (b) maintaining order and efficiency and to make or alter Policies and Procedures to be observed by Employees, in accordance with the Collective Agreement.
- 3.02 All Employees will be expected to familiarize themselves with and follow Operating Procedures which are established by the Employer from time to time, including any changes to those Operating Procedures, and which will be available in the workplace. These Operating Procedures are developed to ensure that the Employer is in the best position to provide the highest service and care possible to residents and to meet the requirements of the law.

### **ARTICLE 4 DEFINITIONS**

- 4.01 The following definitions shall apply to the terms of agreement:
- a. "Agreement" means this Collective Agreement.
  - b. "Casual Employee" means an Employee who works "on-call" or on an "as-needed basis" but is not regularly scheduled.
  - c. "Employee" means a Full-time, Part-time Employee or Casual Employee included in the Bargaining Unit described in Article 2.01 and working at Howe Hall, Saint John, New Brunswick.
  - d. "Employer" means Shannex RLC Limited, carrying on business Howe Hall, New Brunswick.
  - e. Facility means the Assistant Living (Special Care) facility known and operating as Howe Hall, Saint John, New Brunswick.
  - f. "Full-time Employee" means an Employee who is hired to a position on a regular or temporary basis to work the work period described in Article 14 (Hours of Work) of this Agreement.
  - g. "Hours Worked" unless otherwise stipulated, includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence but excludes overtime hours and any time on Worker's Compensation.
  - h. "Part-time Employee" means an Employee who is employed on a regular basis but who is regularly scheduled to work less than the regularly scheduled hours of a Full-time Employee.



- i. "Probationary period" means the first six hundred (600) Hours Worked as an Employee but excluding orientation hours.
  - j. "Spouse" means a legal marriage partner or a live-in partner who has been identified in writing by the Employee to the Employer as their spouse. This includes a same-sex partner for all purposes under this Agreement, but subject to the eligibility provisions of the respective benefit plans.
  - k. "Temporary position" is a Full-time or Part-time position for a designated period in excess of twelve (12) but is not a regular position. A Temporary Position may be either a new position for a designated period or a temporary vacancy of a regular position and may be terminated at any time. Full-time and Part-time Employees who accept a temporary position will maintain their entitlement for Group Health Benefits and RRSP entitlement, but scheduling, sick leave, accrued statutory holidays and vacation benefits will be pro-rated based on the temporary position.
  - l. "Union" means the Canadian Union of Public Employees, Local 5446.
  - m. "Labour Management Committee" means the committee established in accordance with Article 7 (Labour Management Committee) of this Agreement.
  - n. "Provincial Executive" is the President, Vice-President/Chief Job Steward, Recording Secretary, Secretary-Treasurer and Second Vice- Presidents of Local 5446.
- 4.02 The Employer and the Union support the right to gender expression. For the purpose of this Agreement, all provisions are intended to be gender neutral and will be interpreted on that basis. Whenever the gender-neutral (they/them) appears in this agreement it shall also mean all genders.
- 4.03 Whenever a singular is used, it is deemed to include the plural and vice-versa, as the context requires.

## **ARTICLE 5 DISCRIMINATION/HARASSMENT**

- 5.01 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment, and aggression on the basis of grounds protected by Human Rights legislation.
- 5.02 The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All parties to this agreement agree to treat each other with dignity and respect.
- 5.03 The Employer shall post its policy on Respectful Workplace and Antiharassment, or any successor policy related to this subject matter. Employees have the right to work in a respectful workplace, free from disrespectful behavior, discrimination, and harassment. All Employees are expected to uphold and abide by this policy. Disrespectful behavior, discrimination or harassment will be reported to the direct Supervisor or another member



of the management team if the Employee chooses The Employee has the right to decide to be accompanied by a Union Representative.

- 5.04 Employees will maintain confidentiality related to the Investigation process, cooperate with Respectful Workplace and Anti-Harassment processes as required (Including investigations) and complete mandatory Respectful Workplace and Anti-Harassment training,

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

### **6.01 Union dues deduction and remittance**

The Employer shall deduct union dues, initiation fees, and assessments as described by the Union in the Local 5446 Bylaws from each pay of all Employees covered by this Collective Agreement. 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 15<sup>th</sup> of the month following the month for which such deductions were made and shall provide the names of all Employees from whom deductions were made, amounts deducted, and total amount of regular wages earned by each Employee.

### **6.03 Dues supporting documentation.**

The Employer will provide the CUPE National office on the 15th day of each month with a list of all new Employees who are covered under the Bargaining Unit and all such Employees who were included on the previous month and have since (a) left the Employer; (b) been promoted to a non-bargaining unit position; (c) changed surnames; or (d) been granted leave of absence. The union local executive may request copies of the submission from the CUPE National office directly.

### **6.04 T-4 Slip**

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

- 6.05 The Union must advise the Employer in writing of the amount of regular monthly dues. 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 shall provide a complete list of Employees for Local 5446, including seniority, and current contact information (Email and or phone number) to the Recording-Secretary of Local 5446 on January 15 of each year.



- 6.08 The Employer and the Union agree to share on a fifty/fifty (50/50) basis the cost of reproducing a limited number of the Collective Agreement. Employee will have access to electronic copies and will be given a hard copy upon request.
- 6.09 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues deductions.
- 6.10 A representative of the Union shall be given an opportunity to speak to new employee for the purposes of acquainting-them with the benefits and duties of Union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours, at a time agreeable to the Employer and while operational requirements permit, without loss of pay for either employee.
- 6.11 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Bargaining Unit plus the Union President. The Union will advise the Employer of the names of the Bargaining Committee members. The two (2) members elected or appointed to the Union Bargaining Committee, plus the Union President, 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. As much notice as possible, but not less than three weeks' notice, shall be provided for request for leave and every effort will be made to have the representations come from more than one classification. For any further days, the Employer shall continue the wages and benefits of the representatives of the Union and the Union shall reimburse the Employer for such wages including the cost of benefits.
- 6.12 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the General Manager and/or designate and the 2<sup>nd</sup> Vice President of the Local or their designate.
- 6.13 Work Site Access

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

## **ARTICLE 7 LABOUR MANAGEMENT COMMITTEE**

### **7.01 Local Labour Management Committee**

A Labour Management Committee ("Committee") shall be established consisting of two (2) Employee representatives of the Union and two (2) representatives of the Employer; meeting six (6) times per year.

- 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. Where the parties agree or an emergency arises, an additional meeting(s) can be called by either party.



- b. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. Should the need arise, a meeting can be requested by either party. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
  - c. Employee representatives shall not suffer a loss of pay for time spent at meetings of the Committee.
  - d. The Committee shall concern itself with matters of the following general nature:
    - (i) Identification and resolution of common problems.
    - (ii) The facilitation of communications between Employees and the Employer; and
    - (iii) Development of viable solutions to identified problems and the recommending of proposed solutions to problems.
- The Committee shall not have any jurisdiction over salary or any condition of employment.
- e. 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 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.

8.02 The Union shall appoint any Employee and the Employer will recognize a Committee of Job Stewards who are employed as Employees of the Employer. These representatives shall be known as the Grievance Committee to deal with complaints and grievances.

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

### **8.04 Step 1 - Formal Written Grievance**

Within ten (10) working days after the date of the occurrence or discovery of the grievance, the Employee, and a Union representative or the Union representative shall submit a grievance in writing to the immediate supervisor (or designate). The immediate supervisor (or designate) shall give their reply in writing, within ten (10) working days of receipt of the grievance. In the 10 days prior to filing a grievance, the parties may meet to attempt to resolve the grievance informally.

### **8.05 Step 2 - Review by General Manager**

Should the reply given by the supervisor (or designate) at Step 1 not be acceptable to the grievor, the grievance shall be submitted in writing to the General Manager (or designate) within ten (10) working days of the receipt of the decision in Step 1. The



General Manager (or designate) shall reply in writing, within ten (10) working days following such meeting. Either Party may request to meet to discuss the grievance before the General Manager's written reply.

8.06 Step 3 - Review by Vice President

If the decision of the General Manager (or designate) is not acceptable to the grievor, the grievance shall be referred to the Vice President (or designate) who shall meet, if requested, with the grievor and Chief Job Steward (or designate) within ten (10) working days. The Vice President (or designate) shall reply in writing, within ten (10) working days following such meeting.

8.07 Arbitration - Should the decision of the Vice President (or designate) in Step 3 not be acceptable, the Union shall notify the Vice President (or designate) in writing within thirty (30) working days of its desire to proceed to arbitration.

8.08 Arbitration - In the event that a grievance is submitted to arbitration, the case shall be heard by a single Arbitrator unless it is mutually agreed by the Employer and the Union that the case should be heard by a three-person Board of Arbitration. A three (3) person Board shall be selected as follows: The Union and the Employer shall each appoint a member of the Arbitration Board within ten (10) days' notice of arbitration. The nominees for the Board shall then jointly appoint a Chairperson within ten (10) days of the date when the last of those nominees is appointed. Should the nominees fail to agree in the selection of a Chairperson, the Chairperson shall be named by the Minister responsible for Labour.

8.09 The Union and the Employer shall agree upon a single Arbitrator within four (4) weeks. In the event of a failure to agree, the single Arbitrator shall be appointed by the Minister responsible for Labour.

8.10 Pre-Hearing Disclosure - The Arbitrator or Arbitration Board has the power to order pre-hearing disclosure of relevant documents at the request of one party to the arbitration with notice to the other affected party.

8.11 Unless otherwise agreed between the parties, the Board of Arbitration or single Arbitrator shall be requested to render a decision in writing within thirty (30) days following the hearing. Arbitration awards shall be final and binding as provided in the *Industrial Relations Act*. An Arbitrator or Board of Arbitration may not alter, modify, or amend any part of this Agreement, but shall have the power to modify or set aside any unjust penalty or discharge, suspension or discipline imposed by the Employer on an Employee.

8.12 The Employer and the Union shall pay the fees and expenses of the member it appoints to the board and bear an equal share of any expenses incurred by the Chairperson of the board.

8.13 Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or in case of a Union Grievance, Step 1 of the grievance procedure may be by-passed.



- 8.14 **Employer Grievance** – Within ten (10) 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 ten (10) working days. If the answer is not acceptable to the Employer, the Employer may, within ten (10) working days from the day the President of the Union gives their answer, give ten (10) days' notice to the President of the Union of its intention to refer the dispute to arbitration.
- 8.15 Any member of the Union who is designated by the Union to handle grievances shall be allowed a reasonable amount of time, without loss of pay to assist in matters relating to the Collective Agreement, provided that staff replacement is not thereby made necessary. Such a representative must request and must obtain permission from their immediate supervisor prior to leaving their workplace and report to the supervisor immediately upon their return. Such permission shall not be unreasonably withheld.
- 8.16 For the purposes of this Article only, workdays shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 8.17 Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employer.
- 8.18 No grievance shall be defeated by any formal or technical objection and an Arbitrator or Board of Arbitration shall *have* the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of the grievance.
- 8.19 The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 8.20 The Union shall have the right at any time to have the assistance of a staff representative of the Canadian Union of Public Employees when dealing with the Employer at Steps 1, 2 or 3 of the grievance procedure.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

- 9.01 Employees shall be notified in writing of the reasons for suspension or discharge, with a copy to the Union.
- 9.02 Notwithstanding that the disciplinary procedure is progressive, there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an Employee.
- 9.03 An Employee may have a Union representative present when the Employee is being disciplined with a written warning or more serious discipline. The Employer will notify the Employee of this right prior to the start of any disciplinary meeting and allow the Employee the opportunity to contact a Union representative. The parties mutually agree that there will be no unreasonable delay due to the unavailability of the Union representative.



- 9.04 If an Employee refuses the right to union representation, the Employer shall ask the Employee to confirm in writing that they know they have the right to union representation and refused representation.
- 9.05 An Employee shall provide two (2) weeks' notice of resignation of employment by the Employee, unless mutually satisfactory arrangements are made otherwise. Accrued vacation, holiday and overtime benefits shall be paid out on the day of resignation or on the next regular pay day where the resignation day and payday are not the same.
- 9.06 When an Employee resigns, is discharged, retires, or dies, the Employee or their estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.
- 9.07 When an Employee resigns, is discharged, retires, or dies, the Employee or their estate shall receive payment in proportion to any unused vacation leave credits, holiday leave credits and overtime lieu credits, computed as of the last day of employment. The Employer is entitled to withhold any monies owed to the Employer from any accrued benefits.**

## **ARTICLE 10 PROBATIONARY PERIOD**

### **10.01 Probationary Period**

- a. The first six hundred (600) Hours Worked as an Employee, excluding orientation hours, shall be considered as the Probationary Period.
- b. The employment of a Probationary Employee may be terminated at any time during the Probationary Period without recourse to the grievance and arbitration procedure unless the Union alleges a violation of Article 5 of this Agreement as the basis of termination of employment. The Employer will provide the Union with notice of any bargaining unit member terminated in their probationary period.
- c. All the terms of this Agreement except as per (b) above shall apply to Probationary Employees.
- d. Any Employee who resigns after completing their probationary period but who is rehired by the Employer within three (3) months of their resignation shall be required to serve a Probationary Period of up to three hundred (300) Hours Worked; and
- e. The Probationary Period may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE 11 SENIORITY**

### **11.01 Seniority Lists**

- a. Up-to-date seniority lists of all Employees including probationary Employees shall be



sent to the Union and posted on the bulletin board(s) by February 15 and August 15 of each year, showing the total seniority hours of the previous period, the total seniority hours for the current period and the total seniority hours from the date of hiring to the end of the last full pay period prior to January 31 and July 31, respectively.

- b. Any changes in the scheduling of Employees, due to the posted seniority list, shall be implemented within three (3) weeks.
- c. Within the thirty (30) days following the posting of the seniority list, an Employee in disagreement with their seniority thereon must indicate their disagreement in writing to the Employer. Within five (5) working days following, the Employer shall respond to the Employee in respect of the problem raised.
- d. In the event that more than one Employee commences work on the same date, and at the same hour, all such Employees shall have their seniority determined by a draw in the presence of all such Employees and a representative of the Union. Results of such draw are to be acknowledged in writing and signed off by the affected Employees.

#### 11.02 Accumulation of Seniority

- a. An Employee shall accumulate seniority for all Hours Worked and for unpaid hours as follows:
  - (i) Maternity leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
  - (ii) Childcare leave up to the maximum set out in the *New Brunswick Employment Standards Act*.
  - (iii) The period of disability on account of an occupational accident that is recognized by WorkSafeNB, as compensable within the meaning of the *Workers' Compensation Act of New Brunswick*.
  - (iv) Leave of absence without pay for a period of up to two (2) years which is granted to an Employee who is elected or appointed to a full-time position with the Union. Such leave may be extended with the approval of the Employer.
- b. The amount of seniority to be credited to a Full-time Employee under (a) above shall be based on thirty-seven and one-half (37 ½) hours per week. The amount of seniority to be credited to a Part-time Employee under (a) above shall be equal to the highest number of hours of seniority credited to any less senior Employee in the same classification and department during the period of the leave. Employees on Workers' Compensation Benefits should not receive less seniority than what they are actually paid for by the WorkSafe NB.
- c. The accumulation of seniority as set out in (i), (ii), (iii), and (iv) above shall not entitle the Employee to any credits for vacation, sick leave, and statutory holidays during the period of leave, save and except as provided under Article 22.05(b).



### 11.03 Loss of Seniority

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

- a. They are discharged for just cause and are not reinstated;
- b. They resign or retire;
- c. They are absent from work in excess of three (3) working days without notifying the Employer, unless such notice was not reasonably possible;
- d. If after receiving notice of recall from a layoff they have failed to notify the Employer as to whether or not they will accept the recall within seven (7) calendar days. It shall be the responsibility of the Employee to keep the Employer informed of their current address;
- e. They are laid off for a period longer than one (1) year;
- f. They fail to report to work at the expiration of a leave of absence or maternity leave unless they have advised the Employer of their inability to return to work with a reasonable excuse; and
- g. An Employee who retires or resigns from employment loses seniority, but if within six (6) months of the retirement or resignation, the Employee returns to work at Carleton Hall, the Employee will maintain the seniority the Employee had prior to retirement or resignation and will accumulate additional seniority on regular basis depending on the status of the appointment after retirement or resignation.

### 11.04 Transfer and Seniority outside the Bargaining Unit

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

## **ARTICLE 12 LAYOFF AND RECALL**

### 12.01 Definition of Layoff

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

### 12.02 Layoff and Recall

- a. In the event of a layoff. Employees shall be laid off in reverse order of seniority provided the remaining Employees have the immediate skill and ability to effectively perform the work that is available.



- b. Employees on layoff shall be recalled in order of seniority when work becomes available provided, they have the immediate skill and ability to effectively perform the work that is available; and
- c. An Employee who is affected by layoff may claim the position of any junior Employee provided that the Employee has the immediate skill and ability to effectively perform the job the Employee is claiming.
- d. Wherever reasonably possible, an Employee on lay-off who has the immediate skill and ability to effectively perform the job, may be offered an open job position in other CUPE 5446 locations before proceeding to external applications for that position. The Employer agrees to follow current job posting requirements seniority when making decision. For greater clarification intimal bargaining unit applications in the other location will be accepted prior to this process.

#### 12.03 Notice of Layoff

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

#### 12.04 Casual Shifts

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

#### 12.05 New Employees

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

#### 12.06 Notice of Recall

- a. It is the obligation of each Employee on layoff to keep the Employer advised at all times of their current address and phone number, and
- b. The Employer shall give notice of recall by phone or mail to the last known phone number or address of the Employee. The Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal



circumstances require, extend their date for a return to work for a maximum of seven (7) calendar days.

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

## **ARTICLE 13    JOB POSTINGS**

- 13.01 When a full-time or part-time position is created, or a full-time or a part-time vacancy occurs within a job classification which the Employer intends to fill (including a temporary position expected to last more than twelve (12) weeks the Employer shall post notice on a designated bulletin board for a minimum of seven (7) calendar days. Within fourteen (14) days of the close of the competition, the name of the successful applicant will be posted. If the Employer does not intend to fill a vacancy, it shall notify the Union.

Each posting shall contain the job classification, required knowledge, education and skills, full-time equivalency 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.

If an Employee is interested in applying, an application in writing must be submitted directly to the designated representative of the Employer.

- 13.02 In determining the successful candidate, when filling a vacant position, seniority shall be the determining factor when two or more candidates are deemed by the Employer to be relatively equal in their abilities, skills, qualifications and demonstrated work performance related to the required duties of the position.
- 13.03 No applications received from persons outside the Residence shall be considered until the applications of present Employees at the Residence have been fully considered.
- 13.04 If an Employee is not successful in an application for a position, the Employer will on request, meet with the Employee and explain the reason(s) why the Employee was not successful.
- 13.05 Should the successful candidate be an existing Employee; they shall be placed on a trial period for three hundred (300) hours worked in their new position. If the Employer determines that they are unsatisfactory in their new position, or if the Employee feels that they are unable to perform their duties, prior to the expiration of the trial period, the Employee shall be returned to their former or equivalent position and salary and any other Employee promoted or transferred because of the rearrangement of positions shall be returned to their former or equivalent position and salary. An Employee may only request to leave a new position during the three hundred (300) hours trial period one time in a five (5) year period.
- 13.06 Employees may not hold more than one temporary position at one time.



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

### **14.01 Normal Work Week**

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

### **14.02 Posting of Schedules**

- a. The Employer will publish at least two (2) weeks in advance a schedule of working hours for all Full-time Employees and Part-time Employees. If the schedule is physically posted, it will be posted in a designated area out of public access;
- b.
  - (i). A minimum of forty-eight (48) hours' notice in advance of the scheduled shift shall be given to the Employee when a shift to be worked is changed. 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.
  - (ii). Except where a change is by mutual agreement between the Employee and the Employer, if a schedule is changed by the Employer without the minimum of forty-eight (48) hours' notice prior to the start of the original shift, the Employee shall be paid at an overtime rate of one and one-half (1½) times the Employee's regular rate (excluding Casual Employees and Part-time Employees working on a casual basis);
  - (iii). If a shift is cancelled by the Employer without the minimum forty-eight (48) hours' notice prior to the start of their original shift, the Employer shall offer a makeup shift within two weeks. Such a make-up shift shall be in addition to any previously scheduled shifts over that two-week period.
- c. The Employer recognizes that Full-time Employees want and deserve as much regularity and predictability in their hours of work as possible. The Employer agrees there will be no arbitrary or unreasonable changes in shifts;
- d. Shift rotations will be part of the schedule;
- e. When any major changes are being considered in the shift schedule, the Employer agrees there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer; and
- f. The Employer shall post the Christmas and New Year's work schedule by November 15th each year.

### **14.03 Breaks**

- a. The following breaks will occur during each shift of eight (8) hours or more, but less than twelve (12) hours:
  - (i) An unpaid meal break of thirty (30) minutes; and



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

#### 14.04 Days Off

The Employer will endeavor to:

- a. For Employees regularly scheduled for shifts that are eight (8) hours or more, but less than twelve (12) hours, not schedule them more than five (5) consecutive days; and
- b. For Employees regularly scheduled for shifts that are twelve (12) hours or more, not schedule them more than four (4) consecutive days.

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

#### 14.05 Weekends Off

- a. Full-time Employees may be required to work two (2) out of four (4) weekends; and
- b. Part-time Employees may be required to work two (2) out of three (3) weekends.
- c. It is agreed that (a) and (b) do not apply where there is a new shift schedule determined in accordance with Article 14.02(e).



#### 14.06 Time Off Between Shifts

Except by agreement with an Employee, the Employer will schedule at least twelve (12) hours off between regularly scheduled shifts.

#### 14.07 Additional Shifts

- a. When extra shifts or hours of work are available to be assigned to Employees, such extra hours of work will first be offered by seniority to Part-time Employees who have declared their availability and then by seniority to Casual Employees who have declared their availability, provided that by following the provision of this Article no overtime is incurred.
- b. If the Employer fails to follow the process stated in Article 14.07(a) and fails to schedule and/or call by seniority, the Employee(s) not scheduled and/or called will be given the opportunity to work a make-up shift within a four (4) week period. Should the make-up shift not be given within four (4) weeks, the Employee shall be paid for all hours lost and benefits under the Collective Agreement. The make-up shift shall be as close as possible to the day and shift that was missed and will not be considered overtime and shall be at a mutually agreed time.
- c. The Employee shall not decline reasonable offers made by the Employer pursuant to the rules defined within 14.07(b). If the Employee declines reasonable offers made with the four (4) week period, they shall have no claim to pay for hours lost and benefits under the Collective Agreement.

#### 14.08 Shift Exchanges

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

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

#### 14.09 Guaranteed Work

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



#### 14.10 Overtime

- a. Full-time Employees and Part-time Employees will be paid an overtime rate of time and one-half (1 ½) the Employee's hourly rate for all hours worked in excess of eleven and one quarter hours (11.25) paid hours in a day, or seventy-eight and three quarters (78.75) paid hours in a bi-weekly period.
- b. A Full-time Employee who is required by the Employer to work on their scheduled day off will be paid at the rate of time and one-half (1 ½) for all Hours Worked.
- c. Management must approve overtime in advance;
- d. Overtime shall be paid within the pay period in which it is worked whenever possible, but no later than the following pay period;
- e. Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift; and
- f. No Employee shall receive for any work performed more than time and one-half (1½) the Employee's normal hourly rate of pay.
- g. Where an overtime shift is posted by the Employer, it shall first be offered by seniority to Full-time Employee who meet the overtime threshold, then to Part-time Employees, who meet the overtime threshold and then to Casual Employees, who meet the overtime threshold.

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

#### 15.01 Bereavement and Funeral Leave

- a. For purposes of this Article, the following terms or phrases shall have the following meaning:
  - i. "Immediate family" means the Employees spouse, child, stepchild, parent, stepparents, sibling, stepsibling, grandchild, and grandparent.
  - ii. "Non-Immediate family" means the Employee's step-grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, and legal guardian.
  - iii. Where "in-law" and "step-relative" relationships are referred to in this Article, they will only be considered in cases where it is a current relationship at the time the benefit is claimed.
- b. In the event of the death in the Employee's Immediate family, the Employee shall be granted a leave of absence for a period of seven (7) consecutive days effective midnight following the death. During the leave, the Employee shall be paid for up to five (5) days leave, for any days in that period that they Employee would regularly be scheduled to work.



- c. In the event of the death of an Employee's non-immediate family, the Employee shall be granted a leave of absence for a period of five (5) days effective midnight following the death. During the leave, the Employee shall be paid for up to two (2) days leave, for any days in that period when the Employee would regularly be scheduled to work.
- d. When an Employee is on vacation at the time of the bereavement leave, the Employee shall be granted bereavement leave and be credited the appropriate number of days to her vacation credits.
- e. An Employee may defer one (1) day of the bereavement leave if the funeral or service occurs outside the period immediately following the death. Notice of the deferral shall be given at the time of the initial bereavement leave.
- f. Upon request by the Employee, where the burial occurs outside the province or more than 200 km from the Employee's residence, such leave shall include up to two (2) extra days without pay. The Employee has the option to draw from accumulated holiday or vacation banks to cover the period of unpaid leave.
- g. Where there is a death that does not occur within the definitions of Immediate or Non-immediate family above, the Employee may request leave to attend the funeral. Any leave granted for the death of a non-family member will be unpaid. An employee may request to be paid from their eligible vacation time or banked holiday time.
- h. Any leave taken within Article 15.01 shall not count within the attendance management program.

#### 15.02 Personal Leave

- a. An Employee who has completed one (1) year of employment with the Employer 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, which shall not be unreasonably denied.
- d. Personal leaves will not be granted for the purpose of maintaining other employment.
- e. Benefit coverage may be continued for any period of personal leave provided that the Employee prepays the full costs of the benefits for the period of the leave.
- f. Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

#### 15.03 Court Leave

- a. Leave of absence with pay shall be given to an Employee for each scheduled day of work the Employee is required to serve on jury duty (which include the jury selection



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

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

#### 15.04 Compassionate Care Leave

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

#### 15.05 Sick Leave

- a. Only Full-time, Part-time and Probationary Employees can accumulate paid sick time credits and only Full-time and Part-time Employees can use sick leave credits.
- b. Paid sick leave credits for Full-time and Part-time Employees shall accumulate as follows:
  - (i) A Full-time and Part-time Employee will accumulate paid sick leave credits at the rate of 0.04598 for each regular paid hours worked, effective the first day of employment; and
  - (ii) The maximum allowable accumulation will be one hundred and twenty (120) hours;
  - (iii) The Employer shall provide each Employee access to their sick leave credits, sick leave usage and sick leave accumulation-

If an Employee experiences a miscarriage, termination of pregnancy, or stillbirth the employee shall be entitled to sick leave.



- c. Sick leave credits shall continue to be added to the sick leave bank on an ongoing basis as earned and shall be available for use by the Employee. A deduction shall be made from the Employee's accumulated sick leave credits for each regular working hour that the Employee is absent on sick leave.
- d. An illness or injury for which Workers' Compensation is payable, shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a Third-Party Insurer.
- e. The Employer reserves the right to require any Employee claiming sick leave to provide appropriate evidence of illness. If such evidence is not produced, the Employee shall have no claim for pay in respect to such absence.
- f. Employees who are off work and in receipt of Workers' Compensation benefits must keep the Employer aware of their progress/change and condition.
- g. Payment for time lost due to compensable injury will be made according to the *Workers' Compensation Act* (New Brunswick). Workers' Compensation cheques will be made payable directly to the Employee;

h. Employee Representation

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

i. Payment for Certificates and Examinations

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

j. Sick Leave Medical/Dental; Family; Emergency

Employees with sufficient sick leave credits shall be allowed paid leave of absence of up to a total of twenty-two point five (22.5) hours per calendar year debited against sick leave credits in order to:

- (i) Engage in and facilitate the Employee's personal preventative medical or dental care. Employees shall advise their immediate supervisor when they become aware of their need for personal or medical, dental care for a shift the Employee is scheduled to work. Such leave shall not be unreasonably denied;
- (ii) Attend to emergencies where:
  1. The Employee's own medical or dental health is at an immediate and serious risk;
  2. A member of the Employee's immediate family as defined in Article 15.01 who has become ill or disabled, in order to make alternate care arrangements



where the Employee's personal attention is required, and which could not be serviced by others or attended to by the Employee outside of their assigned shifts; and

3. There is a critical condition (e.g., fire, flood) (excluding conditions included in Article 15.08) which requires the Employee's personal attention, which could not be serviced by others or attended to by the Employee outside of their assigned shifts.

The Employer may require verification of the condition claimed; ~~and~~

- (iii) Leave taken in accordance with this Article for the purpose of personal or immediate family medical or dental care will not be included in the calculation of attendance management.
- k. When an Employee has exhausted their accumulated bank of sick leave credits, the Employer will grant unpaid sick time in accordance with the *Employment Standards Act*. The Employer reserves the right to require any Employee claiming sick leave to provide appropriate evidence of illness.

l. Return to Work from Sick Leave

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

m. Outbreak of Infectious Disease

If an outbreak of an infectious disease affecting Employees is declared in a ~~Facility~~ Residence by Public Health/Infection Control and as a result, an Employee is told not to report to work or asked to leave, deduction from sick leave credits shall be made in accordance with Article 15. If the Employee has used all his accumulated sick leave, other available banked time or unpaid sick leave may be granted.

15.06 Public Office Leave

- a. The Employer shall grant a leave of absence without pay upon the request of any Full-time or Part-time Employee to run as a candidate in a Federal, Provincial or Municipal election. If such Full-time or Part-time Employee withdraws as a candidate or is an unsuccessful candidate, they are entitled to return to their former position without loss of benefits provided that the Employee gives two (2) weeks' notice to the Employer of their intent to return unless mutually agreed to a shorter notice period;
- b. A Full-time or Part-time Employee who is elected to full-time office in the Federal, Provincial or Municipal level of Government shall be granted a leave of absence without pay, for the term Such leave may be extended with the approval of the Employer.



- c. Upon return such Employee will be placed in a position determined in accordance with the needs of the Employer at that time. The Employee shall be placed on the same level of the increment scale the Employee formerly occupied prior to commencing the leave of absence. The Employee shall retain all benefits which accrued up to the time the Employee commenced the leave of absence, including seniority.

#### 15.07 Education Leave

- a. The Employer may grant a leave of absence without pay for educational purposes to Full-time or Part-time Employee who has been employed for a minimum of one year. Such leave must be requested at least three (3) months in advance, whenever possible, of the requested commencement date and the nature of the educational program must be directly related to the skills and requirements of the Employer;
- b. An Employee on Education Leave shall retain those benefits which accrued up to the time the Employee commenced the leave of absence. The Employee shall continue to accrue seniority during the leave of absence;
- c. On return, the Employee shall return to the same or equivalent previous position and appointment status that the Employee had prior to commencing the leave, unless mutually agreed upon otherwise;
- d. An Employee on Education Leave may be permitted to work for the Employer while on Education Leave subject to the following principles:
  - i. Such Employee may choose to work for the Employer while on Education Leave. Whether such Employee on an approved Education Leave works any shifts at all for the Employer during such Education Leave will be entirely at the discretion of such Employee. The granting of the Leave of the Education Leave;
  - ii. When an Employee agrees to work while on an Education leave, the Employee maintains the status of a regular Employee on leave. Any rights or protections they would have while on the leave are maintained; and
  - iii. When an Employee agrees to work while on an Education leave, the Employee will be treated as a Casual Employee for the purpose of determining pay and benefits, excluding provisions for accumulation of seniority and movement along the increment scale.

#### 15.08 Adverse Weather Conditions

- a. An Employee who is unable to come to work on time due to unsafe or impassible road conditions as declared by the highway authority or police; and/or where the roads have been restricted to emergency vehicles only will be:
  - i. Paid for a full shift if the Employee arrives for work within the first to (2) hours of the scheduled shift;



- ii. Only be paid for hours of actual work if the Employee arrives past the first two (2) hours of the scheduled shift;
- b. The above clauses do not remove the responsibility from an Employee to make every reasonable effort to arrive at their work location as scheduled and to contact the Employer if they will be late or are unable to attend work.

#### 15.09 Union Business

- (a) Subject to operational requirements as determined by the Employer, upon request, a union leave of absence, shall be granted by the Employer to Employees elected or appointed to represent Union business.
- (b) The Employer shall maintain full salary and benefits of the Employee during the leave of absence granted in accordance with Article 15.09(a). The Union shall reimburse the Employer.
- (c) However, not more than two (2) Employees shall be entitled to leave of absence at the same time for this purpose. Application for such leave shall be made two (2) weeks in advance whenever possible.
- (d) The Employer shall grant leave to one (1) employee to attend the Local's Annual General Meeting (AGM) in September. Leave granted for the AGM shall not be subject to operational requirements provided the Union requests the leave and notifies the Employer of the name of the Employee attending the AGM at least six (6) weeks in advance.
- (e) Leave of absence without pay for a period of up to two (2) years shall be granted to an Employee elected or appointed to a full-time position with the Union. Such leave may be extended with the approval of the Employer. When leave of absence without pay is granted pursuant to this Article 15.09(e) the following conditions shall apply with respect to the Employee's return to work:
  - i. twenty-one (21) days' notice of intention to return to work shall be given to the Employer; and
  - ii. if the Employee returns to work, they shall be returned to their previously held position. If that position is no longer available, they shall be returned to a bargaining unit position in accordance with the provisions set out in Article 15.07 (c).

#### 15.10 Domestic Violence

- a. The Employer recognizes that Employees sometimes face situations of violence or abuse in their perianal life that may affect their attendance and performance at work.
- b. Employees will be entitled to leave in accordance with the Domestic Violence, Intimate Partner Violence of Sexual Violence leave provisions in accordance with legislation, where applicable.
- c. Protection from Discipline — The Employer agrees that no adverse action will be taken against an Employee if their attendance at work suffers as a result of leave taken in



accordance with the provisions under the *Employment Standards Domestic Violence Leave*.

- d. Confidentiality — All personal information concerning domestic violence will be kept confidential in line with relevant legislation.
- e. An Employee who has committed domestic violence is not entitled to leave under this article.

#### 15.11 Pregnancy/Birth Leave

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

#### 15.12 Parental and Adoption Leave

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

#### 15.13 Return to Work

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

#### 15.14 Benefit Plan Continuation

Employees shall be entitled, during unpaid Leaves of Absence under Articles 15 to continue participation in the Benefit Plans, subject to eligibility provisions within the specific Benefit Plans. The Employee shall prepay one hundred (100%) percent of the cost of participation both the Employer and Employee portion in the Benefit Plans and when an Employee commences leave in accordance with any of these articles:

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



## ARTICLE 16 VACATIONS

- 16.01 Paid vacation leave credits shall be earned based upon Hours Worked as per Article 4.01(g).
- 16.02 Annual vacation leave for Full-time Employees and Part-time Employees shall accumulate as follows:
- a. Less than 5850 Hours worked shall be entitled to vacation with pay at the regular rate. Effective the date of hire, vacation shall accumulate at the rate of 0.03846 hours for each Hour Worked to a maximum of 75 hours;
  - b. Between 5850 Hours worked and less than 7800 Hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.04615 hours for each hour worked to a maximum of 90 hours;
  - c. Between 7800 hours worked and less than 9750 hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.05385 hours for each hour worked to a maximum of 105 hours;
  - d. At 9750 hours worked or more hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.05769 hours for each hour worked to a maximum of 112.5 hours.

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

- 16.03 No Employee shall be allowed to waive vacation and receive pay in lieu of vacation.-An Employee can accumulate up to the entitlement in Article 16.02 and an additional thirty-seven and one-half (37½) hours, but they will then have to take vacation or be scheduled in for this vacation by their supervisor.
- 16.04 If the Employer is satisfied that an Employee's prolonged illness or injury prevented the Employee from taking vacation during the vacation year, the Employer may allow the Employee to carry over all or a part of their unused vacation credits to the subsequent vacation year.
- 16.05(a) The Employer shall post two (2) vacation schedule sign up requests by March 1 and September 1 of each year. Employees shall select their respective vacation period by April 1 and October 1, respectively. Vacation preference will be granted in order of seniority, subject to operational requirements which will be the determining factor in granting vacation requests. Employees who have not indicated their preference by April 1 and October 1 shall not be permitted to displace junior employees who have made their selection in accordance with the time frames outlined in this Article. The Employer shall post, no later than May 1 and November 1, a finalized list upon which the employee's vacation dates shall appear. The vacation schedule will not be changed unless mutually agreed upon between the Employer and the affected employees.



(b) For vacations other than vacations approved following the process outlined in (a), vacation requests will be approved in order of submission, subject to operational requirements.

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

16.08 Any approved vacation may not be changed unless mutually agreed between the Employer and the affected Employees.

16.09 Upon termination of employment, an employee's earned vacation entitlement during the year will be calculated and paid out with the final pay.

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

## **ARTICLE 17 HOLIDAYS**

### **17.01 Holidays**

The following ten (10) calendar dates shall be recognized as "holidays".

- New Year's Day
- Family Day
- Good Friday
- Canada Day
- New Brunswick Day
- Labour Day
- Truth and Reconciliation Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day

And any other day proclaimed as a holiday by the Provincial Government.

17.02 To be eligible for holiday pay under this Article a Full-time or Part-time Employee must have completed their Probationary Period and must work their scheduled shift immediately preceding and immediately following the holiday unless such absence is approved.

17.03 Full-time Employee will receive seven and one-half (7½) hours of holiday pay when they do not work on the listed holiday, subject to meeting the requirements of 17.02.



- 17.04 Part-time Employees will receive pro-rated holiday pay when they do not work on the listed holiday, subject to meeting the requirements of Article 17.02. The calculation for prorating will be point zero two four zero eight two (.0234082) times the paid hours worked in the sixty (60) days prior to the holiday.
- 17.05 a. When a Full-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half (1½) times their regular rate of pay and grant their seven and one-half (7½) hours off with pay subject to Article 17.02. The time off must be mutually agreed upon between the Employer and the Employee thirty (30) days before or after the calendar date of the holiday where operational requirements permit.
- 17.06 When a Part-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half (1 1/2) times their regular rate of pay. Subject to Article 17.02, based on the pro-rata formula in Article 17.04, the Part-time Employee shall also be granted time off with pay at a time mutually agreed upon between the Employer and the Employee after the calendar date of the holiday where operational requirements permit.
- 17.07 The Employer will request employees to volunteer to work on Christmas Day and New Year's Day and will meet with and consult with employees and reasonably consider proposals advanced by employees regarding the scheduling of shifts for Christmas Day and New Year's Day.
- 17.08 Every reasonable effort shall be made to ensure each Employee holding a position has three (3) consecutive days off either during the Christmas or New Year's holiday period, one day of which must be Christmas or New Year's Day, provided there are no additional costs to the Employer (e.g. overtime). Such days off may include any combination of holidays and/or regularly scheduled days off.
- 17.09 Subject to Articles 17.11 and 17.14, an Employee shall be entitled to accumulate holidays to a maximum of nine (9) days at any one time and take such days off at a mutually agreed time.
- 17.10 When a holiday falls within the employee's vacation period or on an employee's scheduled day off, the Employee may schedule another day at a time mutually agreeable to the Employee and the Employer. If the Employer is unable to accommodate an alternate day due to operational requirements, the Employee will be paid for the holiday.
- 17.11 For a Full-time Employee who is working a twelve (12) hour rotating shift schedule, the seven and one-half (7½) hour holiday off referred to in Article 17.03 may be built into the rotation as a combination of seven and one-half (7½) hour holiday pay.
- 17.12 In the event that any of the seven and one-half (7½) hour holidays are not built into the rotation, the holiday off will be scheduled at a mutually agreed upon time, no later than January 31 of the subsequent calendar year.
- 17.13 In the event that the Employee has any banked holiday time remaining on January 31, the holiday will be paid out on the first pay period in February.



- 17.14 Casual Employees will be paid at the rate of time and one-half for all hours worked on the holidays listed in Article 17.01.
- 17.15 Full-time employees are entitled to two (2) Float Holidays each year and may be taken at a time mutually agreed upon between the Employee and the Employer. Float Holidays cannot be carried beyond December 31 of any year. Float Holidays for full-time employees will be paid at the rate of seven and one half (7 1/2) hours at the full-time employee's regular hourly rate. Full-time employees hired after July 1 in each year will receive one (1) Float Holiday for the remainder of the calendar year and then two (2) Float Holidays thereafter.
- 17.16 Part-time employees are entitled to two (2) Float Holidays in each year which may be taken at a time mutually agreed upon between the employee and the Employer. Float Holidays cannot be carried beyond December 31 of any year. Float Holidays for part-time employees will be paid on the basis of each employee's paid hours worked calculated excluding any overtime for the sixty (60) calendar days prior to January 1 or July 1 of each year. Part-time employees hired after July 1 in each year will receive one (1) Float Holiday for the remainder of the calendar year and then two (2) Float Holidays thereafter.
- 17.17 When Employees request vacation, the Employer will utilize any accrued Float Holidays before using vacation time.

## **ARTICLE 18 WAGES**

### 18.01 Wages

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

### 18.02 Pay Day

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

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

18.04 When an Employee is assigned temporarily to perform work in a classification paying a higher rate than their own, they shall receive the rate for the higher classification. When an Employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall receive the rate of their own classification. This sub-



article does not apply to employees who chose to work in a classification with a lower rate of pay.

**18.05 Client Services Assistant – Medication Administration**

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

**ARTICLE 19 BENEFITS**

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

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

- a. Extended Health (including Prescription Drugs) - 50% Employer and 50% Employee;
- b. Dental - 50% Employer and 50% Employee;
- c. AD&D - 100% Employer paid; and
- d. Life - 100% Employer paid.

**ARTICLE 20 RETIREMENT SAVINGS**

20.01 The Employer will make up to five percent (5%) matching contributions to the Registered Retirement Savings Plan offered by the Employer to Full-time and Part-time Employees, subject to the plan's eligibility criteria.

**ARTICLE 21 EMPLOYEE HEALTH AND SAFETY**

**21.01 Comply with OH&S Act**

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

**21.02 Joint Occupational Health and Safety**

- a. The Employer and the Union will mutually cooperate to maintain a safe workplace.
- b. The Occupational Health and Safety Committee shall be established pursuant to the provisions of the *Occupational Health and Safety Act*. The Committee shall be composed of equal numbers of employee and Employer representatives. Such Committee shall be authorized and directed to carry out the functions and duties of the Committee as required by the said Act and shall be entitled to all rights and privileges accorded to the Committee and to the individual Members thereof by the said Act.



- c. An employee who is a member of the Joint Occupational Health and Safety Committee is entitled to time off from work without loss of regular pay or benefits as is necessary to attend meetings of the Committee, to take any training programs prescribed by the *Occupational Health and Safety Act* and Regulations or as determined necessary by the Committee and to carry out the employee's functions as a member of the Committee. Time spent by the employee in activities shall be considered as time worked at straight time rates.

#### 21.03 Make Reasonable Provisions

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

#### 21.04 Modified Work Program

Employees and Employer recognize that a modified work program is a process which gives structure and organization to the activity of returning injured or ill Employees to the workplace as soon as possible after an injury or illness. The Employees agree to cooperate in the Early and Safe Return to Work Program implemented by the Employer in partnership with the WorkSafeNB for workplace related injuries or illness. The Employees agree to cooperate in the accommodation process and the Employer's return to work program implemented for non-occupational injury or illnesses.

#### 21.05 Injury on Duty – WorkSafeNB

- a. Where an Employee asks the Employer in writing at the time of a WSNB claim to pay their any supplement amount from the accumulated sick leave credits of the Employee, the Employer shall pay an Employer Workers' Compensation payment supplement to the Employee to the extent of the pre-injury bi-weekly pay of the Employee while maximizing the amount payable from WorkSafeNB. It is the intent of the parties that in no circumstance shall the Employee receive an increase of income while in receipt of Workers' Compensation benefits with the exception of increments and pay increases. When this Employer supplement is being paid, the Employer shall deduct from the employee's sick leave credits an equivalent number of sick leave hours as were paid in the supplement. When an employee's sick leave credits are exhausted, the Employee shall be paid only the Workers' Compensation Benefits payment; and
- b. Where an Employee is being compensated under the *Workers' Compensation Act* the Employee shall continue to accrue up to one year's maximum vacation credits.

#### 21.06 Sick Leave while waiting for Workers' Compensation Benefits

- a. An illness or injury for which Workers' Compensation benefits are payable, shall not be deemed to be sick leave except for the supplement as provided in Article 21.05(a).
- b. A Full-time or Part-time Employee who is unable to attend work for greater than one pay period due to workplace illness or injury and who is awaiting approval of a claim



for Workers' Compensation benefits may have the Employer provide payment equivalent to the benefits they would earn under the *Workers' Compensation Act* providing the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and the Employee has sufficient sick leave credits; and

- c. In such case, the Employee must provide a written undertaking to the Employer and the required notification to the WSNB that the initial payment(s) from the WSNB is to be provided directly to the Employer on behalf of the Employee, up to the level of the payment advanced by the Employer.

#### 21.07 WorkSafeNB and Return to Work

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

#### 21.08 Personal Property

The Employer agrees that in a case where damage to an employee's uniforms, swipe cards, eyeglasses, contact lenses, hearing aid, dentures, or watch is done by a resident, either the Employer or WorkSafeNB will reimburse the Employee for damages. The Employee shall report the damages during the shift they are incurred.

### ARTICLE 22 PERSONNEL FILE

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

### ARTICLE 23 GENERAL

#### 23.01 Position Descriptions

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



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

#### 23.02 Required Education

- a. The Employer shall provide and fund any Employer required training/education for an Employee; and
- b. The Employer will make every effort to arrange for the presentation of the required training/education during an Employee's scheduled hours of work;
- c. Such training/education shall not interfere with an Employee's break and meal entitlements under this Collective Agreement.

#### 23.03 Proper Accommodation

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

#### 23.04 Bulletin Boards & Locker

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

The Employer shall also designate one (1) locker for the Union to store articles and materials such as binders, collective agreements, etc.

#### 23.05 Training and Professional Development

- a. The Employer will provide and fund any Employer required training/education for an Employee; and
- b. The Employer will make every effort to arrange for the presentation of the required training/education during an employee's scheduled hours of work;
- c. The Employee is expected to maintain any certifications or requirements as stipulated by the regulatory bodies at the employee's expense;
- d. The Employer will endeavor to assist the employees to maintain these requirements;
- e. Hours spent in Employer required training/education will be paid at the regular rate of pay and will not be subject to the overtime provisions in Article 14.10.

#### 23.06 LPN Dues

The Employer shall reimburse receipted professional fees for LPNs who are required to hold such a professional designation for their position. The Employer will pay such fees to a maximum of one hundred dollars (\$100) per year.



## **ARTICLE 24    TECHNOLOGICAL CHANGES**

### 24.01 Definition

In this article, "Technological Change" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the 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 the employees of the same classification as those formerly carrying on the operation, the incumbents are to be given an opportunity for training at the Employer's expense, without loss of pay or benefits to the Employee, in the operation of the equipment or material in question, with the intent that they may be retained in their positions.

### 24.03 Introduction

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

### 24.04 Notice

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

### 24.05 Layoff

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

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

## **ARTICLE 25    NO STRIKE NO LOCKOUT**

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

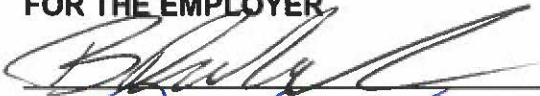



**ARTICLE 26 TERM OF AGREEMENT**

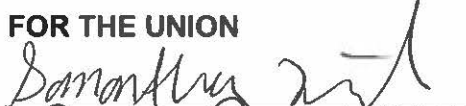
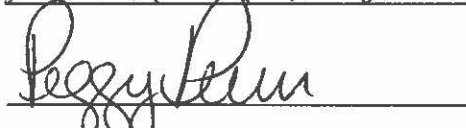
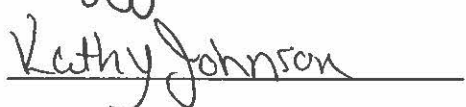
- 26.01 This Agreement shall be for a term commencing on January 13, 2023, to February 28, 2027.
- 26.02 Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement save and except that Schedule "A" wages shall be effective from the first day of the Agreement.
- 26.03 This Agreement shall remain in effect from year to year after unless one of the parties hereto notifies the other within a period of not less than thirty (30) working days prior to the automatic renewal date of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices in order to be effective must be in writing and given in accordance with the provisions of the *Industrial Relations Act* (New Brunswick).
- 26.04 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED this 6<sup>th</sup> day of September, 2024.

FOR THE EMPLOYER

  
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FOR THE UNION

  
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## Appendix A

Subsidy Eligible Roles		\$2.50	2.00%	2.00%	2.25%	
	Current	01-Apr-23	01-Apr-24	01-Jan-25	01-Jan-26	
<b>CSA (With Course)</b>						
Step 1	18.67		20.41	20.82	21.29	Start
Step 2	19.19		21.17	21.59	22.08	975 Hours
Step 3		21.17	21.59	22.03	22.52	5850 Hours
Step 4		21.69	22.12	22.57	23.07	7800 Hours
<b>CSA (Without Course)</b>						
Step 1	18.05		19.76	20.16	20.61	Start
Step 2	18.56		20.55	20.96	21.43	975 Hours
Step 3		20.55	20.96	21.38	21.86	5850 Hours
Step 4		21.06	21.48	21.91	22.40	7800 Hours
<b>Housekeepers</b>						
Step 1	17.09		18.62	18.99	19.42	Start
Step 2	17.60		19.59	19.98	20.43	975 Hours
Step 3		19.59	19.98	20.38	20.84	5850 Hours
Step 4		20.10	20.50	20.91	21.38	7800 Hours
<b>Dietary Servers</b>						
Step 1	17.09		18.62	18.99	19.42	Start
Step 2	17.60		19.59	19.98	20.43	975 Hours
Step 3		19.59	19.98	20.38	20.84	5850 Hours
Step 4		20.10	20.50	20.91	21.38	7800 Hours
<b>General Wage Increase</b>						
	Current	4.00%	2.50%	2.00%	2.25%	
		13-Jan-23	01-Jan-24	01-Jan-25	01-Jan-26	
<b>Wellness Coach</b>						
Step 1	17.70	18.41	18.87	19.25	19.68	Start
Step 2	18.24	19.59	20.08	20.48	20.94	1950 Hours
Step 3	18.80	20.10	20.60	21.01	21.49	3900 Hours
<b>General Wage Increase</b>						
	Current	4.00%	2.50%	2.00%	2.25%	
		13-Jan-23	01-Jan-24	01-Jan-25	01-Jan-26	
<b>LPN</b>						
Step 1	27.67	28.78	29.50	30.09	30.76	Start
Step 2	29.69	30.88	31.65	32.28	33.01	1950 Hours

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Shannex RLC Limited o/a Howe Hall**

**AND**

**Canadian Union of Public Employees, Local 5446**



**Appendix "A" Interpretation Guide**

Wages increases listed in Appendix "A" reflect the following:

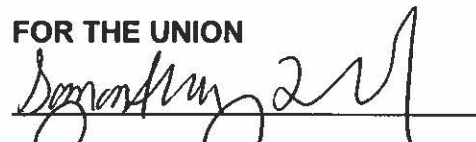


1. CSA (with course), CSA (without course), Housekeepers and Dietary Servers will be receiving \$2.50/hr. increase, as of April 1, 2023. Employees in these classifications hired prior to the date of ratification of this agreement will be placed on Step 3 or Step 4 as applicable and will be eligible for retroactive payment for hours worked from April 1, 2023. Those employees placed on Step 3 will be eligible to move to Step 4 after completing 1950 hours from their date of hire.
2. Wellness Coach will receive a wage adjustment reflected in Step 2 and 3 as of April 2023. Wages will be retroactive to April 1, 2023.
3. LPN and Wellness Assistant will be eligible for retroactive pay January 13, 2023.

For subsidy eligible roles only, if a wage subsidy from the Provincial Government is accepted, and in accordance with the terms and conditions associated with the wage subsidy, employees would receive the greater of the subsidy amount or the general wage increase in Appendix A.

**FOR THE EMPLOYER**

  
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**FOR THE UNION**

  
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