

S-259-13

# COLLECTIVE AGREEMENT

BETWEEN

**Shannex**<sup>™</sup>

**PARKLAND ON THE RIVER**

AND

**CUPE** / *Canadian Union  
of Public Employees*

**LOCAL 5446-09**

**OCTOBER 1, 2024 TO SEPTEMBER 30, 2028**

## TABLE OF CONTENTS

ARTICLE 1 – PURPOSE .....	3
ARTICLE 2 - RECOGNITION .....	3
ARTICLE 3 – MANAGEMENT RIGHTS .....	4
ARTICLE 4 - DEFINITIONS.....	4
ARTICLE 5 – DISCRIMINATION/HARASSMENT .....	6
ARTICLE 6 – UNION SECURITY AND DUES DEDUCTION.....	6
ARTICLE 7 – UNION MANAGEMENT COMMITTEE .....	8
ARTICLE 8 – GRIEVANCE AND ARBITRATION PROCEDURE.....	9
ARTICLE 9 – DISCIPLINE AND DISCHARGE.....	11
ARTICLE 10 – PROBATIONARY PERIOD .....	12
ARTICLE 11 – SENIORITY .....	13
ARTICLE 12 – LAYOFF AND RECALL .....	15
ARTICLE 13 – JOB POSTINGS.....	16
ARTICLE 14 – HOURS OF WORK AND OVERTIME.....	17
ARTICLE 15 – LEAVE OF ABSENCES .....	21
ARTICLE 16 - VACATIONS .....	28
ARTICLE 17 - HOLIDAYS.....	30
ARTICLE 18 - WAGES.....	31
ARTICLE 19 - BENEFITS.....	32
ARTICLE 20 – RETIREMENT SAVINGS.....	32
ARTICLE 21 – EMPLOYEE HEALTH AND SAFETY.....	32
ARTICLE 22 – PERSONNEL FILE.....	34
ARTICLE 23 – GENERAL .....	35
ARTICLE 24 – TECHNOLOGICAL CHANGES.....	36
ARTICLE 25 – NO STRIKE NO LOCKOUT .....	37
ARTICLE 26 – TERM OF AGREEMENT .....	38
Schedule “A” .....	39
MEMORANDUM OF AGREEMENT .....	40

## **ARTICLE 1 – PURPOSE**

1.01 The purpose of this Agreement is to:

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

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees, Local 5446 as the exclusive bargaining agent for all Employees of the Employer working at Parkland on the River, Miramichi New Brunswick in the following classifications:

- Chauffeur;
- Concierge
- CSAC (with course);
- CSAC (without course);
- Facility Support Worker (Maintenance);
- Front Desk Attendant;
- Suite Services Attendant (Housekeeping);
- Wait Staff (Server).

The bargaining unit excludes the General Manager, Client Services Manager, Lifestyle Consultant, Executive Chef, Administrative Coordinator, Wellness/Recreation Coordinator, Workforce Coordinator and those persons excluded by the Industrial Relations Act. The Employer 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 **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 to direct the workforce of the Employer, in all respects including, but not limited to:
- (a) establish standards and procedures for the service, care, safety, welfare and comfort of residents of the Employer; and
  - (b) maintain 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 and has no guaranteed hours or FTE.
  - (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 Parkland on the River, Miramichi, New Brunswick.
  - (d) "Employer" means Shannex RLC Limited, carrying on business at Parkland on the River, at 2386 King George Highway, Miramichi, New Brunswick.
  - (e) "FTE" means full-time equivalent which is a unit of measurement that indicates the number of hours an employee works based on or with reference to the number of regular hours a full-time employee works. A full-time employee has an FTE of 1.0 while a Part-time Employee has an FTE that is less than 1.0 and reflects the proportion of full-time hours they are regularly scheduled to work.
  - (f) "Residence" means the Retirement Living residence known and operating as Parkland on the River, at 2386 King George Highway, Miramichi, New Brunswick.

- (g) "Full-time Employee" means an Employee who is hired to a position on a regular or temporary basis to work the work period described in Article 14 of this Agreement.
- (h) "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, hours on unpaid leave, and any time on Workers' Compensation.
- (i) "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.
- (j) "Probationary period" means the first six hundred (600) Hours Worked as an Employee but excluding orientation hours.
- (k) "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.
- (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 Employees who accept a temporary position will maintain their entitlement for group health benefits and RRSP entitlement, but scheduling, sick leave, accrued statutory holidays and vacation benefits will be based on the temporary position.
- (m) "Union" means the Canadian Union of Public Employees, Local 5446
- (n) "Labour Management Committee" means the committee established in **accordance with Article 7 (Labour Management Committee)** of this Agreement.
- (o) "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 Anti-Harassment, or any successor policy related to this subject matter. Employees have the right to work in a respectful workplace, free from disrespectful behavior, discrimination and harassment. All Employees are expected to uphold and abide by this policy. Disrespectful behavior, discrimination or harassment will be reported to the direct Supervisor or another member of the management team if the Employee chooses. The Employee has the right to decide to be accompanied by a Union Representative.
- 5.04 Employees will maintain confidentiality related to the investigation process, cooperate with Respectful Workplace and Anti-Harassment processes as required (including investigations) and complete mandatory Respectful Workplace and Anti-Harassment training. The Employer will ensure that Employees are educated and aware of the most current workplace policies on Discrimination and Harassment in the workplace.

## **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.

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

6.03 Dues supporting documentation

Along with the deductions, the Employer will provide:-

(a) a completed Union dues remittance form, in the form supplied by the Union, and an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all Employees from whose wages the deductions have been made:

- (i) name,
- (ii) employment status (such as full-time, part-time, temporary, casual),
- (iii) classification/job title,
- (iv) regular earnings,
- (v) hours worked, and
- (vi) dues deducted.

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

6.04 T-4 Slip

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

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

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

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

6.08 Contact Information

The Employer will provide to the Union a contact list of all the Employees in the bargaining unit. The list will include each person's name, job title/classification, employment status (full-time, part-time or casual) home mailing address, and telephone number. The Union and Employee recognize that it is the responsibility of the Employee to ensure the Employer has current contact information available at all times.

The Employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on January 15 of each calendar year, and upon request.

6.09 The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in place, the names of their Union Steward(s) or Representative(s), and the conditions of employment set out in this Article 6.

- 6.10 A representative of the Union shall be given an opportunity to meet with each new Employee during the first month of employment to acquaint them with the structure, benefits and duties of union membership.
- 6.11 A Union Bargaining Committee will be elected or appointed consisting of not more than two (2) members of the Bargaining Unit plus the Union President. The Union will advise the Employer of the names of the Bargaining Committee members. Up to two (2) Parkland on the River Bargaining Unit members **elected or appointed to the Union Bargaining Committee** 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.
- 6.12 All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the General Manager and/or designate and the Secretary of the Local or the President **and the 2<sup>nd</sup> Vice President** of the Local or their designate.
- 6.13 Work Site Access  
The Employer agrees to allow a representative of the Union access to the Residence to meet with Employees covered by this Collective Agreement during their meal and other scheduled unpaid breaks, provided the Union first obtains permission from the General Manager (or designate) of the Employer; such permission will not be unreasonably withheld.

#### **ARTICLE 7 – LABOUR MANAGEMENT COMMITTEE**

- 7.01 A Labour Management Committee ("Committee") shall be established consisting of two (2) Employee representatives of the Union and two (2) representatives of the Employer;
- (a) The Committee shall meet at mutually agreeable dates and times. Unless otherwise mutually agreed, there shall be a minimum of four (4) meetings per year. Matters for the proposed agenda to be discussed at any meeting shall be exchanged at least three (3) days prior to the meeting. Should the need arise, **an additional** meeting can be requested by either party. By mutual agreement of the Committee, other persons may be invited to attend a meeting of the Committee.
- (b) Employee representatives shall not suffer a loss of pay for time spent at meetings of the Committee.
- (c) The Committee shall concern itself with matters of the following general nature:
- i. Identification and resolution of common problems;
  - ii. The facilitation of communications between Employees and the Employer;  
and
  - iii. Development of viable solutions to identified problems and the recommending of proposed solutions to problems.

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

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

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

- 8.01 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 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.
- 8.03 Informal resolution – Within five (5) working days after the date of the occurrence or discovery of the grievance, the Employee and a Union representative or the Union representative shall first notify the immediate supervisor (or designate) that they wish to discuss the grievance with the supervisor (or designate) in an effort to reach an informal resolution. The supervisor (or designate) and the Employee and Union representative shall meet and attempt to resolve the matter informally. If they are unable to achieve a resolution at the informal stage, the Union shall have immediate recourse to Step 1 of the grievance procedure.
- 8.04 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 griever, the grievance shall be submitted in writing to the immediate supervisor (or designate) within ten (10) 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 ten (10) working days of receipt of the grievance.
- 8.05 Step 2 - Review by General Manager - If the decision of the immediate supervisor (or designate) is not acceptable to the griever, the grievance shall be referred to the General Manager (or designate) who shall meet, if requested, with the griever and their Union representative within ten (10) working days. The General Manager (or designate) shall reply in writing, within ten (10) working days following such meeting.
- 8.06 Step 3 - Review by the Vice President or Designate - If the decision of the General Manager (or designate) is not acceptable to the griever, the grievance shall be referred to the Vice President (or designate) who shall meet, if requested, with the griever and their Union representative 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, work days shall be Monday to Friday inclusive. The calendar date of holidays is exempt from this count.
- 8.17 Mediation may be used as an additional or an alternate process to arbitration with mutual agreement of the Union and the Employee.
- 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 No Employee shall be disciplined or discharged without just cause, except that a probationary Employee can be dismissed for unsuitability and such dismissal may not be the subject of a grievance.
- 9.02 Employees shall be notified in writing of the reasons for suspension or discharge, with a copy to the Union.
- 9.03 Notwithstanding that the disciplinary procedure is progressive, there is certain conduct of an extremely serious nature which may lead to the immediate discharge of an Employee, examples of which include, but are not limited to:
- (a) Resident abuse;
  - (b) Theft from a resident, the Employer or another Employee;
  - (c) Reporting for or being at work under the influence of alcohol or non-prescription drugs;
  - (d) Threats, intimidation, or harassment substantiated by the Employer;
  - (e) Insubordination;
  - (f) Breach of confidentiality; and/or

- 9.04 Intentional damage of Employer property. An Employee may have a Union representative present when the Employee is being disciplined with a written warning or more serious discipline, provided there shall be no undue delay as a result. The Employer will notify the Employee of this right prior to the start of any disciplinary meeting. If the Employee chooses not to have union representation present, the Employer shall provide a Waiver of Union Representation to the affected Employee at any above-mentioned meeting.
- 9.05 An Employee shall provide two (2) weeks' notice of resignation of employment to the Employer, unless mutually satisfactory arrangements are made otherwise.
- 9.06 When an Employee resigns, is discharged, retires, or dies, the Employee or their estate shall receive payment of any accrued but unused vacation and holiday entitlements, computed as of the last day of employment, paid on the next regular pay day. 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.
- (e) The Probationary Period may be extended by mutual agreement between the Employer and the Union.

## **ARTICLE 11 – SENIORITY**

### **11.01 Seniority Lists**

- (a) Up-to-date seniority lists of all Employees including probationary Employees shall be sent to the Union and posted on the bulletin board(s) by February 15 and August 15 of each year, showing each Employees seniority by Hours Worked, as of the end of the last full pay period prior to January 31 and July 31, respectively.
- (b) Within the thirty (30) days following the posting of the seniority list, an Employee in disagreement with their seniority thereon must indicate their disagreement in writing to the Employer. Within five (5) days following, the Employer shall respond to the Employee in respect of the problem raised.
- (c) In the event that more than one Employee has the exact same Hours Worked, all such Employees shall have their seniority determined based on their start date with the most senior being the longer serving Employee. If there are Employee(s) with the same Hours Worked and start date, seniority shall be 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 Worksafe NB, as compensable within the meaning of the *Workers' Compensation Act* of New Brunswick;
  - iv. Leave of absence without pay for a period of up to two (2) years which is granted to an Employee who is elected or appointed to a full-time position with the Union. Such leave may be extended with the approval of the Employer.
- (b) The amount of seniority to be credited to a Full-time Employee under (a) above shall be based on thirty-seven and one-half (37 ½) hours per week. The amount of seniority to be credited to a Part-time Employee under (a) above shall be equal to the highest number of hours of seniority credited to any less senior Employee in the same classification and department during the period of the leave. Employees on workers' compensation benefits should not receive less seniority than what they are actually paid for by the WorkSafe NB;

- (c) The accumulation of seniority as set out in (a), and (b), above shall not entitle the Employee to any credits for vacation, sick leave, and statutory holidays, during the period of leave, save and except as provided under Article 21.05(b).

#### 11.03 Loss of Seniority

An Employee shall lose their seniority and the employment relationship deemed to be ended in the following circumstances:

- (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 **resigns or** retires from employment loses seniority, but if within six (6) months of the retirement **or resignation**, the Employee returns to work at Parkland on the River, 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, following which the Employee shall lose their seniority. If they return within the twelve (12) months, they shall be placed in their former job or a similar job to their former job. Such return shall not result in the lay-off or bumping of an Employee holding greater seniority.

## **ARTICLE 12 – LAYOFF AND RECALL**

### 12.01 Definition of Layoff

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work (FTE) 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) In the event of a reduction of regular hours of work (FTE), the hours will be reduced in reverse order of seniority. There will be no taking hours from other Employees unless mutually agreed.
- (c) 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.
- (d) An Employee who is affected by layoff may claim the job of any less senior Employee provided that the Employee has the immediate skill and ability to effectively perform the job the Employee is claiming.
- (e) 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 when making a decision. For greater clarification, internal bargaining unit applications in other location will be accepted prior.**

### 12.03 Notice of Layoff

- (a) Twenty-one (21) days' written notice of layoff shall be given to an affected Employee, save and except a 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.
- (b) Where the Employer is considering a layoff, the Employer will consult with the Union prior to issuing the notice(s) of layoff where reasonably possible. Such consultation may include consideration of ways to minimize the adverse effects on Employee(s) to be laid off.

#### 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 hired until all those Employees who have been laid-off from Parkland on the River, and who have the immediate skills and abilities to effectively perform the work that is available, have been given an opportunity for re-employment, up to the level of work before layoff, except where the Employer established the need to recruit those with special skills and qualifications.

#### 12.06 Notice of Recall

- (a) It is the obligation of each Employee on layoff to keep the Employer advised at all times of their current address and phone number.
- (b) The Employer shall give notice of recall by phone or mail to the last known phone number or address of the Employee. The Employee is expected to return to work on the date requested by the Employer. The Employee may, if their personal circumstances require, extend their date for a return to work for a maximum of seven (7) calendar days.

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

### **ARTICLE 13 – JOB POSTINGS**

13.01 When a full-time or part-time position is created, or a full-time or a part-time vacancy occurs within a job classification which the Employer intends to fill (including a Temporary Position expected to last more than twelve (12) weeks) the Employer shall post notice **on a designated bulletin board** for bargaining unit members 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.

13.02 Each posting shall contain the job classification, required knowledge, education and skills, full-time equivalency/bi-weekly hours of work and anticipated start date and end date of any temporary position if known. Qualifications may not be established in an arbitrary or a discriminatory manner. The Employer will endeavor to notify the Union of any extensions or changes to the end date.

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

13.04 In determining the successful candidate, when filling a vacant position, seniority shall be the determining factor when two or more candidates are deemed by the Employer to be relatively equal in their abilities, skills, qualifications and demonstrated work performance (which may include attendance records) to perform the required duties of the position.

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

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

13.07 Trial Period

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 within the three hundred (300) hours trial period if they have not previously requested to leave another position within the three hundred (300) hours worked.

**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 paid (eighty (80) hours scheduled) bi-weekly over a schedule cycle.

14.02 Posting of Schedules

(a) The Employer will publish at least two (2) weeks in advance a schedule of working hours for all Full-time Employees and Part-time Employees.

(b) A minimum of twenty-four (24) hours' notice shall be given to an Employee in advance of their scheduled shift 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.

- (c) Except where a change is by mutual agreement between the Employee and the Employer, if a schedule is changed by the Employer without the minimum of twenty-four (24) hours' notice prior to the start of the original shift, the Employee shall be paid at an overtime rate of one and one-half (1 ½) times the Employee's regular rate (excluding Casual Employees and Part-time Employees working on a casual basis).
- (d) Shift rotations will be part of the schedule.
- (e) When any major changes are being considered in the shift schedule, the Employer agrees there will be prior consultation with the Employees affected and the Employer will take into consideration the preferences of a clear majority of the Employees affected provided that such wishes do not adversely impact upon operational or cost requirements of the Employer.
- (f) The Employer shall post the Christmas and New Year work schedule by **November 15<sup>th</sup>** 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 a four (4) hour shift, 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 rest break(s). 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) minute lunch period provided they notify 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 endeavour to:

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

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

#### 14.05 Weekends Off

The Employer shall endeavour to provide all Full-time Employees and all Part-time Employees one (1) weekend off out of two (2) but will guarantee one (1) weekend off out of three (3), provided, however, it is expressly understood that operational needs may require a Full-time Employee or Part-time Employee to work additional shifts, including weekends.

#### 14.06 Time Off Between Shifts

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

#### 14.07 Additional Shifts

- (a) When extra shifts or hours of work are available to be assigned to Employees, such extra hours of work will first be offered by seniority to Part-time Employees who have declared their availability and then by seniority to Casual Employees who have declared their availability, provided that by following the provisions of this Article no overtime is incurred.
- (b) **If the Employer fails to follow the process stated in Article 14.07(a) and fails to schedule and/or call by seniority, the 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; 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 or work in a day, a week, or in a bi-weekly period.

#### 14.10 Overtime

- (a) Part-time and Casual Employees will be paid an overtime rate of time and one-half (1½) the Employee's hourly rate for all hours worked in excess of eleven and a quarter (11.25) paid hours worked in a day, or **seventy-eight and three quarters (78.75)** paid hours actually worked in a bi-weekly period;
- (b) A Full-time Employee who is required by the Employer to work on their scheduled day off, or who is required to work in excess of the normal hours of work for a Full-time Employee as provided in Article 14.01, will be paid at the rate of time and one-half (1 ½) the Employee's hourly rate 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 in any case, shall be paid in the following pay period;
- (e) Overtime shall not be claimed for less than fifteen (15) minutes at the end of a shift, but if overtime amounts to fifteen (15) minutes or more, the overtime rates shall apply to the total period in excess of the shift; and
- (f) No Employee shall receive for any work performed more than time and one-half (1 ½) the Employee's normal hourly rate of pay as outlined in Schedule "A".
- (g) Where an overtime shift is posted by the Employer, it shall first be offered by seniority to Full-time Employees 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.**

14.11 Break and Meal Allowance on Double Shift

- (a) Should an Employee scheduled to work an eight (8) hour shift be required to work a double shift that is two (2) consecutive eight (8) hour shifts, they shall be granted a thirty (30) minute paid break prior to commencing the second shift.
- (b) If an Employee works a double shift, a meal will be provided by the Employer. If a meal cannot be provided by the Employer, the Employee shall be reimbursed for the cost of a meal not to exceed fifteen (15) dollars upon presentation of a receipt.

14.12 Coverage for Care Services

Employees working in the CSA classification agree to maintain coverage within the Residence during the shift change subject to the overtime provisions of this Article.

14.13 Semi-Annual Time Change

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

**ARTICLE 15 – LEAVE OF ABSENCES**

15.01 Bereavement Leave

- (a) In the event of the death in the Employee's immediate family, the Employee shall be granted a leave of absence for a period of seven (7) 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 the Employee would regularly be scheduled to work.**
- (b) In the event of the death of an Employee's non-immediate family, the Employee shall be granted a leave of absence for a period of 5 days effective midnight following the death. During the leave, the Employee shall be paid for up to two (2) days leave, for any days in that period when the Employee would regularly be scheduled to work.**

- (c) In the event of the death of a non-family member, an Employee may seek approval from the General Manager to be absent to attend the funeral and the leave will be taken as an unpaid leave of absence. An Employee may request to be paid from their eligible vacation time or available stats.
- (d) **“Immediate family” is defined as parent, step parent, sister, sibling, step sibling, spouse, common-law spouse, child including step child, grandchild or grandparent.**
- (e) **“Non-immediate family” is defined as Employee’s aunt, uncle, niece, nephew, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, or legal guardian.**

#### 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 absences 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 at 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.

15.03 Employees are not eligible for accrual of vacation, sick, or holiday benefits during the period of leave.

#### 15.04 Court Leave & Jury Duty

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

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

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

#### 15.05 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*.

#### 15.06 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 Employees and Part-time Employees shall accumulate as follows:
  - i. A Full-time or Part-time Employee will accumulate paid sick leave credits at the rate of **0.04598** x paid hours **worked**, effective the first day of employment after successfully completing their probationary period;
  - ii. The maximum allowable accumulation will be **one hundred (100) hours**. **The Employer shall provide each Employee access to their sick leave credits, sick leave usage and sick leave accumulation.**
  - iii. **The Employer shall provide each Employee access to their sick leave credits, sick leave usage and sick leave accumulation.**
  - iv. 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 (exclusive of holidays) that the Employee is absent on sick leave.
- (d) An illness or injury for which Workers' Compensation is payable, shall be deemed not to be a personal illness or injury for which an Employee is eligible to receive sick leave pay from the Employer or a third-party insurer.
- (e) The Employer reserves the right to require any Employee claiming sick leave

to provide appropriate evidence of illness. If such evidence is not produced, the Employee shall have no claim for pay in respect to such absence.

(f) Employees who are off work and in receipt of Workers' Compensation benefits must keep the Employer aware of their progress/change and condition.

(g) Payment for time lost due to Workers' Compensation injury will be made according to the *Workers' Compensation Act* (New Brunswick). Workers' Compensation cheques will be made payable directly to the Employee.

(h) Employee Representation

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

(i) Payment for Certificates and Examinations

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

(j) 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. 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.

(k) Outbreak of Infectious Disease

If an outbreak of an infectious disease affecting Employees is declared in a facility 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 shall be granted.

(l) 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.**

**15.07 Family Responsibility Leave**

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

**15.08 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 four (4) weeks' notice to the Employer of their intent to return unless mutually agreed to a shorter notice period.
- (b) A Full-time or Part-time Employee who is elected to full-time office in the Federal, Provincial or Municipal level of government shall be granted a leave of absence without pay, for a term of up to two (2) years. Such leave may be extended with the approval of the Employer.
- (c) Upon return such Employee will be placed in the same or similar position to the position the Employee held prior to commencing leave, subject to the needs of the Employer at that time. The Employee shall be placed on the same level or step of the wage scale for the position 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.

**15.09 Education Leave**

- (a) The Employer may grant a leave of absence without pay for educational purposes to a Full-time or Part-time Employee who has been employed for a minimum of one (1) 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 and seniority which accrued up to the time the Employee commenced the leave of absence.
- (c) On return, the Employee shall return to the same or equivalent previous position and appointment status that the Employee had prior to commencing the leave, unless mutually agreed upon otherwise;
- (d) An Employee on Education Leave may be permitted to work for the Employer while on Education Leave subject to the following principles:
  - i. Such Employee may choose to work for the Employer while on education leave. Whether such Employee on an approved education leave works any shifts at all for the Employer during such education leave will be entirely at the discretion of such Employee. The granting of the leave of absence will not be dependent on the Employee agreeing to work during the education leave; 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
  - ii. 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.

#### 15.10 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

15.11 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)

15.12 Pregnancy/Birth Leave

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

15.11 Parental and Adoption Leave

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

15.12 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, 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.

15.13 Benefit Plan Continuation

Employees shall be entitled, during unpaid Leaves of Absence under Article 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.

#### 15.14 Domestic and Family Violence

- (a) The Employer recognizes that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Employees will be entitled to leave in accordance with the Domestic Violence, Intimate Partner Violence or Sexual Violence leave provisions in accordance with legislation, where applicable.
- (b) 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*.
- (c) Confidentiality – All personal information concerning domestic violence will be kept confidential in line with relevant legislation.
- (d) An Employee who has committed domestic violence is not entitled to leave under this article.

#### 15.15 Adverse Weather Conditions

An Employee who is unable to come to work on time, due to unsafe or impassable road conditions as declared by the highway authority or the police, will be:

- (a) Paid for full shift if the Employee arrives for work within the first two (2) hours of the scheduled shift;
- (b) Only be paid for hours of actual work if the Employee arrives past the first two (2) hours of their scheduled shift.

### **ARTICLE 16 - VACATIONS**

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

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; 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;
- (b) 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; and

(c) At 9750 hours worked or more hours worked shall be entitled to vacation with pay at the regular rate. Vacation shall accumulate at the rate of 0.05769 hours for each hour worked to a maximum of 112.5 hours.

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

16.03 No Employee shall be allowed to waive vacation and receive pay in lieu of vacation (excluding Casuals who earn vacation pay in lieu of paid vacation time). An Employee can accumulate up to the entitlement in Article 16.02 and an additional thirty seven and one-half (37½) hours, but they will then have to take vacation or be scheduled in for this vacation by their supervisor.

16.04 If an Employee's prolonged illness or injury prevented the Employee from taking vacation during the vacation year, the Employer shall allow the Employee to carry over all their unused vacation credits to the subsequent vacation year provided the leave is supported by up-to-date medical information.

16.05 **Vacations**

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

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

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

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

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

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

**ARTICLE 17 - HOLIDAYS**

**17.01 Holidays**

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

New Year's Day	<b>Thanksgiving Day</b>
Family Day	Remembrance Day
Good Friday	Labour Day
Canada Day	<b>Truth and Reconciliation Day</b>
New Brunswick 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 Employees will receive seven and one-half (7 ½) 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 three four zero eight two (.0234082)** times paid hours worked in the sixty (60) days prior to the holiday.
- 17.05** When a Full-time Employee is required to work on any of the paid holidays, the Employer shall pay the Employee for all hours worked at the rate of one and one-half (1 ½) times their regular rate of pay and grant their seven and one-half (7 ½) 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** 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 ½) 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** Prior to setting the schedule for Christmas, the Employer will meet with Employees regarding the scheduling of shifts for Christmas Day and request volunteers to work on Christmas Day. In the event no Employees or an insufficient number of Employees volunteer to work on Christmas Day the Employer shall schedule according to operational requirements.

Every reasonable effort shall be made to ensure each Full-time Employee receives two (2) consecutive days off as a scheduled day off, one day of which must be either Christmas Day 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.

17.08 Subject to Article 17.10, an Employee shall be entitled to accumulate holidays to a maximum of nine (9) days at any one time and take such days off at a mutually agreed time.

17.09 When a holiday falls within Employee's vacation period or on an Employee's scheduled day off, the Employee may schedule another day at a time mutually agreeable to the Employee and the Employer. If the Employer is unable to accommodate an alternate day due to operational requirements, the Employee will be paid for the holiday.

17.10 Casual Employees will be paid at the rate of time and one-half for all hours worked on the holidays listed in Article 17.01.

## **ARTICLE 18 - WAGES**

### 18.01 Wages

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

### 18.02 Pay Day

(a) Payment of wages will be on a bi-weekly basis and is on a direct deposit system.

(b) If an Employee has a shortfall in their pay of more than four (4) hours pay, the Employer shall pay the shortfall to the Employee within four (4) business days of being notified by the Employee provided the Employee has followed the procedure for reporting time worked.

(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 choose to work in a classification with a lower rate of pay.

18.05 There will be no pyramiding under this Collective Agreement, unless otherwise noted.

18.06 Administration of Medication

A Client Services Assistant who is required to give medications to residents shall be paid a premium of \$1.25 per hour for actual hours worked 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 offer up to a five (5%) percent matching Registered Retirement Savings Plan to all Full-Time and Part-Time employees subject to eligibility criteria.

**ARTICLE 21 – EMPLOYEE HEALTH AND SAFETY**

21.01 Comply with OH&S Act

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

21.02 Participation in Joint Occupational Health and Safety Committee

- (a) **The 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*. 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 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 – WorkSafe NB

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

- i. The Employer and Employee shall pay their respective share of the premiums for group insurance benefits for the calendar month in which the WCB leave commences;
- ii. After the first calendar month, the Employee shall pay one hundred percent (100%) of the premiums payable;
- iii. The Employee shall prepay one hundred (100%) percent of the premiums associated with the Benefits Plan; and failure to submit payments by the date premiums are due may result in the cancellation of benefits

**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* provided the Employee is able to establish, satisfactory to the Employer, that the illness or injury prevents the Employee from working and is properly a claim for Worker's Compensation benefits and the Employee has sufficient sick leave credits.
- (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 Personal Property**

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

**ARTICLE 22 – PERSONNEL FILE**

- 22.01 An electronic personal file shall be maintained for all Employees. Each Employee is entitled to have access to their personnel file.
- 22.02 The Employer will not introduce in any hearing relative to a disciplinary action any disciplinary record from the personnel 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 resident abuse, 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 Job Descriptions

An Employee shall have access to a copy of their current job description. The Employer will endeavor to ensure that job descriptions are reviewed and revised where necessary. The Union will be provided with a copy of any revised job descriptions when it is provided to the Employee. Employees newly hired by the Employer shall normally be provided with planned orientation during normal hours of work. The planned orientation will contain essential information including Standards of Employee Conduct, Guiding Principles, location of policy manuals, supplies and equipment, and fire and disaster plans. Employees shall be required to attend the orientation as a condition of employment.

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

### 23.02 Proper Accommodation

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

### 23.03 Bulletin Boards

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

#### 23.04 Copies of the Agreement

The parties agree to make an electronic copy of the collective agreement available to all bargaining unit employees within sixty (60) days of ratification of the collective agreement.

#### 23.05 Training and Professional Development

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

### **ARTICLE 24 – TECHNOLOGICAL CHANGES**

#### 24.01 Definition

In this article, "Technological Change" means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the 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 24.02, the Employee is unable to acquire sufficient competence, the Employer will make every effort to retain the Employee in such position as may be available within the competence of the Employee (including the exercise of such rights as are otherwise contained in this Agreement). The Employee will be paid the rate of pay for the position which they are moved to.

24.04 Notice

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

24.05 Layoff

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

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

**ARTICLE 25 – NO STRIKE NO LOCKOUT**

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

**ARTICLE 26 – TERM OF AGREEMENT**

26.01 This Agreement shall be for a term commencing on October 1, 2024 and ending September 30, 2028.

26.02 No provisions of this Agreement shall be in force prior to the date of the signing of this Agreement except that Schedule "A" wages shall be effective from the first day of the Agreement and any payments required to be made to Employees for the period prior to the date of the signing of this Agreement shall be made within sixty (60) days from the signing of this Agreement.

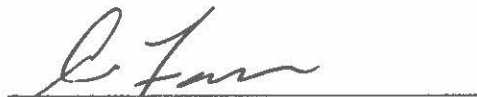
26.03 This agreement and everything contained herein shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.

DATED This 9 day of July, 2025

FOR THE EMPLOYER

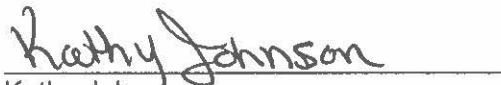


Ben Burlock,  
Human Resources Manager



Catherine Foran,  
General Manager

FOR THE UNION



Kathy Johnson,  
President local 5446-09



Nora Saunders,  
Job Stewart local 5446-09



Jackie Taker,  
It Vice President local 5446-09

**Appendix "A"**

Current Wages		Oct. 1, 2024		Oct. 1, 2025		Oct. 1, 2026		Oct. 1, 2027		
		2%		2.25%		2.5%		2.75%		
Classification	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2	Step 1	Step 2
Chauffeur	\$ 15.65	\$ 16.10	\$ 15.96	\$ 16.42	\$ 16.32	\$ 16.79	\$ 16.73	\$ 17.21	\$ 17.19	\$ 17.68
Concierge	\$ 16.55	\$ 17.05	\$ 16.88	\$ 17.39	\$ 17.26	\$ 17.78	\$ 17.69	\$ 18.23	\$ 18.18	\$ 18.73
CSA	\$ 17.55	\$ 17.80	\$ 17.90	\$ 18.16	\$ 18.30	\$ 18.56	\$ 18.76	\$ 19.03	\$ 19.28	\$ 19.55
CSA no Course	\$ 16.00	\$ 16.50	\$ 16.32	\$ 16.83	\$ 16.69	\$ 17.21	\$ 17.10	\$ 17.64	\$ 17.57	\$ 18.12
Facility Support Worker	\$ 17.70	\$ 18.45	\$ 18.05	\$ 18.82	\$ 18.46	\$ 19.24	\$ 18.92	\$ 19.72	\$ 19.44	\$ 20.27
Front Desk Attendant	\$ 15.65	\$ 16.10	\$ 15.96	\$ 16.42	\$ 16.32	\$ 16.79	\$ 16.73	\$ 17.21	\$ 17.19	\$ 17.68
Housekeeper	\$ 15.65	\$ 16.10	\$ 15.96	\$ 16.42	\$ 16.32	\$ 16.79	\$ 16.73	\$ 17.21	\$ 17.19	\$ 17.68
Wait Staff / Server	\$ 15.65	\$ 16.10	\$ 15.96	\$ 16.42	\$ 16.32	\$ 16.79	\$ 16.73	\$ 17.21	\$ 17.19	\$ 17.68

**MEMORANDUM OF AGREEMENT**

**Between**

**Shannex RLC Limited**

**Carrying on business as Parkland on the River,**

**Miramichi, New Brunswick**

**And**


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

**RE: Uniforms**



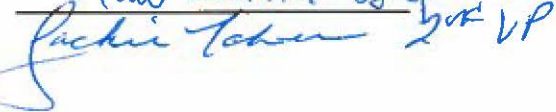
**The Employer agrees to continue discussions with CUPE and the employees at Parkland on the River related to ongoing provision of uniforms and will consult with the Union on next steps. The Employer will consider recommendations from employees as to the needs and ongoing requirements of employees.**

July 9, 2025

FOR THE EMPLOYER

FOR THE UNION

  
  
 2025 VP

**MEMORANDUM OF AGREEMENT**

**Between**

**Shannex RLC Limited**

**Carrying on business as Parkland on the River,**

**Miramichi, New Brunswick**

**And**

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

**RE: RETROACTIVITY**

**Shannex agrees to wages under this Agreement for CUPE Local 5446 Parkland on the River are effective from October 1, 2024. Retroactive pay shall apply to all paid hours including regular, overtime and call back by any employee in the bargaining unit.**

**Persons not eligible for retroactive payment are as follows:**

- (1) Those who left the employ of the residence before completing their probationary period.**
- (2) Those persons who became employed on or after October 1, 2024, and who voluntarily left the employ of the residence prior to the date of the signing of this Agreement.**
- (3) Those persons who have been discharged for matters of discipline and haven't been reinstated.**
- (4) All other changes in the Collective Agreement will be effective the date of signing or the date mentioned in this Agreement.**

July 9, 2025

FOR THE EMPLOYER

  
CUCOP 491

FOR THE UNION

