

PROVINCIAL COLLECTIVE AGREEMENT

between



and



October 16, 2022 to June 30, 2028

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ARTICLE 1 – PREAMBLE

1.01 Whereas it is the desire of both parties to this Agreement to:

- (a) Consider the provisions of proper care to the residents as the paramount concern of both parties.
- (b) Maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union.
- (c) Recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment and services.
- (d) Encourage efficiency in operation.
- (e) Promote the morale, well being and security of all the employees in the bargaining unit of the Union.
- (f) Encourage effective communications between the New Brunswick Association of Nursing Homes and the New Brunswick Council of Nursing Home Unions.
- (g) Encourage effective communications between the Nursing Homes and the Local Union.
- (h) Strive to maintain the standard of care with the maximum level of resident service maintained daily in all departments.

ARTICLE 2 – MANAGEMENT RIGHTS

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

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

3.01 **Bargaining Unit**

- (a) The Employer recognizes the Canadian Union of Public Employees and its appropriate local Unions as listed in Schedule "C" of this Agreement as the sole and exclusive collective bargaining agent for all its employees covered by this Agreement save and except those excluded by the certification order(s) issued by the New Brunswick Labour and Employment Board 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.
- (b) No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

3.02 **Work of the Bargaining Unit**

Non bargaining unit employees shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, experimentation, or in emergencies when employees are not available; and provided that the act of performing the aforementioned operations, in itself, does not reduce the hours of work or pay of any employees.

3.03 **Volunteers**

(a) The activity directors and care staff may be assisted by relatives and family members of the residents in the delivery of care and activities for their family member or relative, providing the hours of work of employees are not reduced as a result of this assistance.

(b) The activity directors and care staff may be assisted by volunteers in auxiliary resident care over and above the employee's job descriptions and they will not take away the work of any full-time or part-time employees. These volunteers are not covered by this Agreement.

3.04 **Cost of Arbitration-Volunteers**

The Employer agrees to pay the cost of the Chairperson of an Arbitration Board held to consider a grievance arising under Article 3.03.

ARTICLE 4 – DEFINITIONS

4.01 **Employee**

An *employee*, for the purpose of this Agreement, shall mean a person in the employ of the Employer who falls under one of the classifications listed in Appendix "A" of this Agreement.

4.02 **Probationary Employee**

Probationary employees, for the purpose of this Agreement, are newly hired employees on a trial basis to determine their suitability for employment. On completion of 60 working days (450 regular hours worked), such employees shall become full-time employees or part-time employees.

4.03 **Full-Time Employees and Part-Time Employees**

(a) *Full-time employee* is an employee hired to work on a full-time basis or awarded a full-time position through the job posting process set out in Article 16, and who is scheduled to work in accordance with Article 18.01.

(b) *Part-time employees*, for the purpose of this Agreement, are those employees who have been hired to work on a part-time basis and have completed their probationary period. These employees may be hired in a part-time position, or they may be awarded a part-time position in accordance with Article 16 whereby they have regular scheduled hours of work, or they may be employed for an unspecified number of hours of work determined by virtue of Article 4.03(c).

(c) All part-time employees and probationary employees shall be placed on a seniority list as per Article 15.01 and scheduled for predictable work and/or called for work available in accordance with their seniority, classification and department. These part-time employees will make every possible effort to make themselves available for work.

- (d) Part-time employees who are employed in a part-time position may give notice in writing to the Employer to be scheduled and/or called for work in accordance with 4.03 (c), in addition to their regularly scheduled hours of work. All written notices shall be submitted to the Employer by March 31 and be in effect for a period of one (1) year from July 1 to June 30. These part-time employees will make every possible effort to be available for work.
- (e) If an Employer fails to follow the process stated in 4.03(c) and (d) and fails to schedule and/or call by seniority, the employee not scheduled and/or called will be given the opportunity to work a make-up shift within a four (4) week period. The make-up shift shall be an extra shift but will not be considered overtime. **The make-up shift shall be for the same scheduled shift that was missed, and the employee shall receive all compensation, including any applicable shift premiums. In the event that the Employer is unable to offer the same shift, the employee shall be offered a different make-up shift but will be compensated at the rate of the missed shift.**
- (f) Upon written request by the employees and with the approval of the Employer, full-time employees may reduce their number of shifts of work per week. Such approval by the Employer would not result in the elimination of the full-time position. In the event the employees were to vacate the full-time position, then the posting provisions of this Agreement would apply. The employee's request and the Employer's approval shall not be for a period of less than one (1) year and shall be reviewed yearly for further approval. The employee shall have the option to contribute both the employee's and the Employer's share for the reduced number of shifts to his/her Pension Plan, in order to maintain full benefits from his/her Pension Plan upon retirement. Employees who reduce their number of shifts of work per week shall have their accumulated benefits prorated.

The Employee can expect that the Employer will consider the following when reviewing such a request:

- **Where the reduction is by a full shift;**
- **If there is a shortage of staff in the classification of the employee;**
- **If the efficient operation of the Home would be affected.**

- (g) To allow employees who have retired from a nursing home that contributes to the New Brunswick Nursing Homes Pension Plan the ability to return to work, employers may hire those individuals as relief employees at the all-inclusive rate. These employees may be called for shifts or scheduled pursuant to their seniority after the list of employees have been scheduled or called pursuant to article 4.03(c).

4.04 Hours of Work

Hours of work, for the purpose of this Agreement, shall mean actual hours of work employees are required to be on duty.

4.05 Seniority

- (a) Year of seniority is 1957.5 credited hours. *Seniority*, for the purpose of this Agreement is defined as the length of employment in the employ of the Employer and shall be calculated on a bargaining-unit-wide basis pursuant to Article 15.02, unless otherwise provided for in this Agreement. Seniority begins on the date of hire.

(b) *Service* means actual hours paid directly by the Employer. Year of service is 1957.5 actual paid hours (excluding overtime hours worked as defined in Article 19). *Service* includes periods of leave without pay to attend Union business, except in the case of leave pursuant to Article 15.02(d).

4.06 **Sick Leave**

Sick leave, for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

4.07 **Promotions**

Promotions, for the purpose of this Agreement, is a change from one classification to another classification for which a higher maximum is paid or from part-time to a full-time position.

4.08 **Grievance**

Grievance, for the purpose of this Agreement, shall be defined as any difference or dispute between the Employer and any employee or between the Employer and the Union.

4.09 **Plural or Feminine Terms May Apply**

Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

4.10 **Bereavement Leave**

For the interpretation of the bereavement leave Article, definitions in the most current edition of the Merriam Webster's English Dictionary and French Dictionary Le Petit-Robert will apply to determine the deceased's relationship to the employee.

4.11 Master Rotation Schedule, for the purpose of this agreement, means the global schedule used to set the individual schedules for each employee in all classifications in the nursing home.

ARTICLE 5 – NO DISCRIMINATION

5.01 **No Discrimination**

(a) The parties agree that there be no discrimination, **interference**, harassment, restriction, or coercion exercised or practiced with respect to the Union, the Local, the Employees, the Employer and its agents for any reason. **For greater clarity, the parties agree that the Human Rights Act of New Brunswick and its enumerated grounds as amended from time to time applies to this Agreement.**

(b) The parties recognize that any form of discrimination and harassment is unacceptable and will not be tolerated in the workplace. It is the responsibility of everyone in the nursing home, including management and staff, to prevent and eliminate discrimination and harassment in the workplace.

(c) **When a formal written harassment complaint has been initiated within the workplace, the employee initiating the complaint shall be informed in writing if the complaint has been validated.**

- (d) To ensure and promote a positive and inviting environment, there shall be sensitivity training for all employees on request of where a need has been identified.

ARTICLE 6 – MAINTENANCE OF MEMBERSHIP

- 6.01 All employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as the condition of employment, become and remain members of the Union.

ARTICLE 7 – CHECK-OFF OF UNION DUES

7.01 Check Off

The Employer shall deduct from every employee's pay, regular monthly union dues or applicable fees or levies, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union, commencing on the date of hiring.

7.02 Deductions

Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the secretary treasurer of the Union or by direct remittance to CUPE National as advised in writing by the Local Union not later than the 15th day of each month, accompanied by a list of names, addresses, phone numbers, e-mails and classifications, the amount of deductions from each employee from whose wages the deductions have been made, and the total amount of regular wages earned. Such dues shall not be withheld by the Employer for any purpose.

7.03 Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and to explain Dues Check-Off.

7.04 T4 Slip

The Employer shall indicate on each employee's T4 slip the amount of dues paid by the employee during the previous year.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the administrator of the nursing home and the secretary of the local unless expressly agreed otherwise.

ARTICLE 9 – LABOUR MANAGEMENT CO-OPERATIONS COMMITTEE

9.01 Establishment of Committee

The parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee in the nursing home. It is agreed that such committee shall be composed of an equal number of management and union representatives and shall prescribe its terms of reference subject to Article 9.02. The Union shall have the right at any time to have the assistance of any representative of the Canadian Union of Public Employees when dealing with the Employer and local labour management meetings. The parties will notify each other when intending to invite their representatives. Regular meetings will be held monthly, unless mutually agreed. In the interest of supporting the health and wellbeing of employees, health and wellness issues, including scheduling and rotations, may be discussed.

9.02 Jurisdiction of Committee

The Committee shall not have jurisdiction over wages, qualifications that could affect the Joint Job Evaluation or any other matter of collective bargaining, including the administration of this Collective Agreement.

9.03 Powers of Committee

The Committee shall not supersede the activities of any other committee of the Union or the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

9.04 What May Be Discussed

The Committee may discuss any matters relating to the Collective Agreement with regard to labour relations in the nursing home.

9.05 Provincial Labour Management Committee

The parties to this Agreement recognize the benefits derived from a provincial labour management committee, which will be established by the parties. The Union shall have the right at any time to have the assistance of any representative of the Canadian Union of Public Employees (CUPE) when dealing with the Employer.

ARTICLE 10 – PROVINCIAL BARGAINING COMMITTEE

10.01 Bargaining Committee

Bargaining Committee shall be appointed and consist of not more than five (5) members acting as agents of the Employers representing all the Employers listed in Schedule "C" and not more than five (5) members of the Union as appointees of the Union representing all the Locals listed in Schedule "C".

10.02 Function of Bargaining Committee

(a) All matters of mutual concern pertaining to collective bargaining shall be referred to the Bargaining Committee for discussion and settlement.

- (b) If changes are mutually agreed to by an individual Employer and Union listed in Schedule "C" during the life of this Agreement, the Employer shall forward a signed copy of such change to the New Brunswick Association of Nursing Homes Inc. and to the Coordinator of the New Brunswick Council of Nursing Home Unions, electronically or at 91 Woodside Lane, Fredericton, NB E3C 0C5.

10.03 Representatives

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer and the Employer shall have the assistance of any person it deems necessary in dealing or negotiating with the Union.

ARTICLE 11 – GRIEVANCE PROCEDURE

11.01 Election of Stewards

In order to provide for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards, whose duties shall be to assist an employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.

11.02 Names of Stewards

The Union shall notify the Employer in writing of the names of each steward, no more than six (6), and the department(s) he represents before the Employer and shall be required to recognize them. Any changes in the steward personnel shall be given to the Employer within twenty-one (21) calendar days from his appointment in writing.

11.03 Grievance Committee

The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until the Employer is advised by the Union of any changes. One steward shall be appointed by the Union as chief steward.

11.04 Servicing Grievances

No steward shall leave his work without first getting permission from his immediate supervisor or department head. He must also report to the supervisor when returning to work. Such permission shall not be unreasonably withheld.

11.05 Settlement through Discussion

The parties agree that when an employee has a complaint or grievance, he or a representative shall discuss the matter with his immediate supervisor or the administrator of the nursing home, accompanied by his steward or a member of the local executive, within fourteen (14) consecutive calendar days from the time the incident occurred giving rise to the complaint or alleged violation of this Agreement and before the first step of the grievance procedure is implemented. The Employer shall be obligated to meet with the employee or representative. If the Employer doesn't meet, then the Union will be able to proceed with the grievance procedure.

11.06 **Settling of Grievances:**

STEP 1: Where the matter has not been resolved through discussion as in Article 11.05 above, shall, within twenty-one (21) consecutive calendar days from the time the incident occurred giving rise to the grievance, the employee, together with his steward, may present a grievance to the supervisor in writing. The supervisor shall render his decision, in writing, within twenty-one (21) consecutive calendar days from the receipt of the grievance.

STEP 2: Failing satisfactory settlement, within twenty-one (21) consecutive calendar days after receipt of the supervisor's decision under Step 1, or the date when the supervisor's decision should have been rendered under Step 1, the grievance shall be submitted to the Administrator by the Grievance Committee with the employee concerned. The Administrator shall render his decision, in writing, to the party signing the grievance with a copy to the secretary of the Union, within twenty-one (21) consecutive calendar days from the receipt of the grievance.

STEP 3: Failing satisfactory settlement under Step 2, the Union may within twenty-one (21) consecutive calendar days of receiving the Administrator's decision, or the date when the Administrator's decision should have been rendered as outlined in Step 2, give the Employer, in writing, notice of proceeding with the dispute to arbitration as provided for in Article 12.

11.07 **Union or Policy Grievance**

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has or initiates a grievance, Step 1 of Article 11.06 may be by-passed.

11.08 **Grievances on Layoffs**

Grievances concerning layoffs shall be initiated at Step 2 of the grievance procedure and the parties may agree to any mutually acceptable expedited process to deal with grievances resulting from layoffs.

11.09 **Technical Objections to Grievances**

No grievances shall be defeated by any formal or technical objection and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 12 – ARBITRATION

12.01 **Composition of Board of Arbitration**

(a) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail or electronically, with confirmation of receipt, addressed to the other party of the Agreement indicating the name of its nominee on an arbitration board. Within twenty-one (21) days thereafter, the other party shall answer by registered mail or electronically indicating the name and address of its appointee to the Arbitration Board. The two nominees shall then meet to select an impartial chairperson.

- (b) If the parties agree, the Board of Arbitration may consist of a single arbitrator.
- (c) The parties may agree to proceed with a mediation/arbitration process or any other alternative dispute resolution process.

12.02 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven (7) days of appointment, the appointment shall be made by the Minister responsible for Labour, upon the request of either party.

12.03 Board Procedure

The Board may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the Chairperson is appointed.

12.04 Decision of the Board

The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement, which in its opinion it deems just and equitable.

12.05 Disagreement on Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

12.06 Expenses of the Board

Each party shall pay:

- (a) The fees and expenses of the nominee it appoints;
- (b) One half the fees and expenses of the Chairperson or single arbitrator.

12.07 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.

12.08 Witnesses

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 – NO STRIKES OR LOCKOUTS

13.01 No Strikes or Lockouts

There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 14 – DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 Procedural Fairness

The Employer is obligated to follow the principles of procedural fairness and natural justice in relation to any incident that could warrant discipline of an employee.

14.02 Non-Disciplinary Meetings

Meetings intended for coachable and teaching moments, the purpose of the discussion is not disciplinary. If, during any discussion with an employee, discipline of that employee becomes possible the discussion shall be postponed immediately to allow the employee to seek Union representation. No disciplinary action can result from these meetings.

14.03 Pre-Discipline Representation

An employee who is facing any disciplinary action with respect to an incident or incidents shall be afforded an opportunity to respond before any disciplinary measures are administered. The employee has the right to Union representation at any meeting involving an investigation that may lead to disciplinary action.

14.04 Warnings

Whenever the Employer or a person representing the Employer sees it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within seven (7) calendar days thereafter give written particulars of such censure to the secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done in a specific office. He shall be given the reason in the presence of a steward **or union representative. If suspension is imposed, it shall commence on the employee's next scheduled shift(s). An employee sent home, pending an investigation, shall not suffer any loss of pay or benefits but shall be on paid leave until such time as the investigation is completed or they have been returned to work with no discipline imposed.**

14.05 Discharge Procedure

An employee may be suspended or discharged but only for just cause. When an employee is suspended or discharged, he shall be given the reason in the presence of a steward, or if no steward is available, a local Union member of his choice. Such employee and Union shall be advised promptly in writing by the Employer of the reason for such suspension or discharge.

14.06 May Omit Grievance Steps

An employee considered by the local to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.

14.07 Unjust Suspension and Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration.

14.08 Employee File

Upon request and during normal office hours at a mutually agreed time, an employee shall be given an opportunity to read and make a copy of any document in his personal file. The employee shall have the right to Union representation at this time.

14.09 Record of Disciplinary Action

A record of disciplinary action shall be removed from the file of an employee, after the expiry of a period of eighteen (18) months, providing no other instance of disciplinary action of a similar nature in respect to the employee has been recorded during that period.

14.10 Suspension

Except as provided in Article 12.04, a suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.

ARTICLE 15 – SENIORITY

15.01 Seniority List

An up-to-date seniority list of all employees including probationary employees shall be sent to the Union and posted on the bulletin board(s) by January 15, May 15 and September 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 December 31, April 30 and August 31, respectively. These posted seniority lists shall be used by the Employer to schedule and/or call in part-time employees. Any changes in the scheduling of employees due to the posted seniority list shall be implemented within three (3) weeks.

15.02 Accumulation of Seniority

An employee shall accumulate seniority for all regular paid hours, and for all unpaid hours as follows:

- (a) Maternity leave up to the maximum set out in the New Brunswick *Employment Standards Act*.
- (b) Child care leave up to the maximum set out in the New Brunswick *Employment Standards Act*.
- (c) The period of disability on account of an occupational accident that is recognized by Work Safe NB, as compensable within the meaning of the *Workers' Compensation Act* of New Brunswick.

- (d) Leave of absence without pay for a period of up to two (2) years shall be 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. If the employee receives a permanent position working for the Union and they have completed their probation period they shall be deemed to have resigned their position in the nursing home. This doesn't apply to employees that are in elected positions.
- (e) Leave of absence without pay for a fixed term of not less than six (6) months shall be granted to an employee who is elected or appointed to public office. Up to thirty (30) days without pay, shall be granted per calendar year, to employees elected or appointed to public office for duties related to their elected or appointed to public office provided forty-eight (48) hours' notice is given and there is no additional cost to the Employer.
- (f) The amount of seniority to be credited to a full-time employee in (a), (b), (c), (d) and (e) above shall be based on thirty-seven and one half (37 ½) hours per week. The amount of seniority to be credited to a part-time employee in (a), (b), (c), (d) and (e) 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 Work Safe NB.

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

- (g) An employee wishing to further their education in a classification covered by the collective agreement shall accumulate seniority up to a maximum of two years.

15.03 **Loss of Seniority**

An employee shall only lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns.
- (c) He is absent from work in excess of five (5) working days without notifying the Employer, unless such notice was not reasonably possible,
- (d) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
- (e) He is laid off for a period longer than twenty four (24) months.

15.04 **Transfers and Seniority Outside the Bargaining Unit**

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

(b) During the twelve (12) month period, the employee may apply for any permanent postings but if successful, shall return to the bargaining unit within thirty (30) days of the awarded position.

(c) If more than twelve (12) months have elapsed, their former position shall be posted permanently and the employee shall lose all accumulated seniority.

15.05 **Probationary Employees**

(a) Newly hired employees shall be considered on probationary basis for a period of sixty (60) working days (450 regular hours worked) from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination. After completion of the probationary period, seniority shall be effective from the date of employment. **Employers will give written notice and supporting reasons to the union when the probation period is being extended.**

(b) Notwithstanding the above, probationary employees shall be paid **in accordance with Schedule D** during their orientation period which shall not exceed five (5) days within a seven (7) day period.

15.06 **Retention of Seniority Rights**

Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees with the new Employer.

ARTICLE 16 – VACANCIES, PROMOTIONS, AND STAFF CHANGES

16.01 **Vacancies**

(a) All vacancies occurring or new positions created in the bargaining unit, the Employer shall immediately notify the Union in writing and post notice on a secured designated bulletin board for a minimum of one (1) week, so that all members will know about the vacancy or new position. **Should there be multiple postings of the same classification, these shall be posted individually.** Within fourteen (14) calendar days of the close of competition, the name of the successful applicant shall be posted.

- (b) **Vacancies with Non-Guaranteed Hours** - Prior to hiring from outside for non-guaranteed hours, the Employer will post internally under the following conditions:
- (1) During the posting period, the Employer shall fill the vacancy as per Article 4.03 of the Collective Agreement. If no employees in the department are available at the regular rate of pay, the Employer will then be able to fill the vacancy by other means.
 - (2) The successful applicant shall be placed on trial for a period of thirty-seven and one half (37½) hours of work. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job, he shall be returned to his former position.
 - (3) A successful applicant cannot apply for a six (6) month period for other non-guaranteed hours postings.
 - (4) Applicants must meet the required qualifications, education and skills of the vacant position to be considered for the vacancy.
- (c) **Temporary Vacancy** - Where a temporary vacancy occurs and it is known in advance to be for a period in excess of, **or consecutively extended beyond** three (3) months, it shall be filled as per Article 16.01(a).

16.02 **Information on Postings**

Such notice shall contain the following information: Duties of position, qualifications required, required knowledge and education, skills, hours of work **as defined under Article 4.04**, wage or salary rate or range, starting date. These qualifications may not be established in an arbitrary or discriminatory manner.

16.03 **Method of Making Appointments**

- (a) Therefore, in making staff changes, transfers or promotions, appointments shall be made of the applicant with the greatest seniority on the date of the posting from among those who meet the necessary job requirements as posted. If the senior applicant who meets the necessary job requirements proves unsatisfactory or if the employee finds himself unable to perform the duties of the new job, the next senior applicant(s) will be awarded the position until the list of applicants is exhausted. **Successful applicants may not apply for more than two (2) positions of equal or less hours in the same classification within a twelve (12) month period. When positions are vacant, and in the interest of work/life balance where employees are looking for a different schedule or a different designated work area they should engage their supervisor in discussion regarding a preferred schedule rather than use this article. Requests shall be approved based on seniority.**

- (b) In addition to the application of (a) above, if an employee is registered in an educational or training program, which would qualify him or her for the position on or before the day of posting of the position the Employer shall award them the position on the condition that the employee obtains the required education or training within a reasonable period of time based on the qualification needed. The Employer and Local will discuss the conditions of the posted position. The Employer, at its sole discretion, may create a temporary posting for an external qualified candidate where this section applies. An employee's failure to obtain the necessary qualification will disqualify them from the posting.

16.04 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) working days (225 regular hours worked). Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days (225 regular hours worked). In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary.

This provision does not apply to applicants with Non-Guaranteed hours, pursuant to article 16.01(b)(2), a person who remains in the same classification and department and simply obtains more hours or to a person who has previously held a similar position within the past three (3) years. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and former wages or salary.

16.05 Union Notification

The Union shall be notified monthly of all appointments, hiring's, layoffs, transfers, recalls, terminations of employment and those who have completed their probationary period.

16.06 Disabled Employee

When an employee who has become incapacitated is unable to perform his regular duties, the Employer will make every reasonable effort to accommodate the employee to a position or job consistent with his disability or incapacity. The Employer shall not displace any other employee, except a probationary employee, from his position in order to effect this accommodation.

16.07 Resignation

(a) If an employee wishes to resign, he shall notify the Employer in writing at least fourteen (14) calendar days before his termination date, whenever possible.

(b) If no other mutually satisfactory arrangements are made, 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.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 Layoffs and Rehiring Procedures

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority.
- (b) An employee who is affected by a layoff shall have one of the following options:
 - (1) To accept the layoff and leave the workplace.
 - (2) To claim the position of another employee in any department subject to the following conditions:
 - (i) that such other position is held by an employee with less seniority;
 - (ii) that such employee claiming the position has the ability to perform the work.
 - (3) To stay in his or her present classification and department and be scheduled and/or called for work available in accordance with 4.03 (c).
 - (4) To transfer to another classification and/or department and be scheduled and/or called for work available in accordance with 4.03 (c) provided that such employee has the ability to perform the work.

17.02 Recall Rights

Only an employee who is laid off and leaves the workplace shall have recall rights as follows for a period of twenty-four (24) months.

- (a) The Employer shall notify all employees on the recall list in writing of any job postings and the employees may apply and their seniority at the time of layoff will be recognized.
- (b) The Employer shall notify all employees on the recall list in writing of any new hiring opportunities and the employees may apply and their seniority at the time of layoff will be recognized.

Such notice shall be sufficient if mailed to the last known address of the employee. It shall be the responsibility of the employee to keep the Employer informed of his current address at all times.

17.03 Notice of Layoff

The Employer shall notify in writing employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective. Failing such notice, the affected employees will be entitled to pay in lieu of the time by which the notice fell short of these requirements, based on his or her usual working schedule.

17.04 Time Limit to Exercise Rights

Employees shall have seventy-two (72) hours exclusive of weekends and holidays after written notification of layoff to exercise their rights under this Article. This time limit may be extended by mutual agreement between the Employer and the Employee.

17.05 **Seniority Hours**

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

ARTICLE 18 – HOURS OF WORK

18.01 **Regular Hours of Work**

- (a) The regular daily hours of work shall be seven and one half (7½) hours in any one day exclusive of the lunch period. The regular hours of work shall be thirty-seven and one half (37½) hours per week averaged over a four (4) week period. The Employer and the Local Union shall establish the four (4) week period.
- (b) No employee shall work in excess of **six (6)** consecutive days.
- (c) No shift shall be less than three (3) hours.
- (d) **In the event that the Master Rotation Schedule needs to be permanently altered in any department, employees shall select their new rotation line based on seniority and FTE.**

18.02 **Lunch Period**

- (a) Designated lunch period shall not be less than thirty (30) minutes for each work shift. Any employee presently receiving one hour lunch period shall continue to do so without increasing their hours of work.
- (b) Employees working seven and one half (7 ½) hour shifts shall receive a thirty (30) minute paid lunch period if required to remain in the nursing home during the lunch period.

18.03 **Break Period**

All employees shall be permitted a fifteen (15) minute rest period in the first half and a fifteen (15) minute rest period in the second half of a shift in an area made available by the Employer.

18.04 **Hours of Work Schedule**

- (a) A work schedule for full time employees stating in pen the days and shift of employees' normal hours of work and his scheduled days off shall be posted two weeks in advance on a designated bulletin board out of public access.
 - (i) A full-time schedule shall not be unreasonably changed.**
- (b) A schedule of predictable work for part-time employees, stating in pen the days and shifts these employees' hours of work, shall be posted two (2) weeks in advance on a designated bulletin board out of public access.
- (c) The Employer shall not alter a posted schedule without mutual agreement with affected employees.
- (d) The Employer shall post the Christmas and New Year's work schedule by December 7 each year.

- (e) In the event an employee is called to work on short notice and is able to report to work within one hour of receiving the call, the employee shall be entitled to work the full hours of the shift for which he was called.
- (f) Until such time as a departmental electronic work schedule is available, the Employer will continue to post a paper copy of the work schedule in the appropriate department. **Such two-week schedule shall be updated twice weekly to ensure the integrity of Article 11 is not compromised.**

18.05 **Rotation and Days Off**

- (a) The present practice of scheduled employees' hours of work, rotation, days off, shall continue during the term of this Agreement. If differences arise between the parties concerned on the present practice, or if some alternative scheduling can improve working conditions, the Union and the Employer concerned shall meet and negotiate a mutual change. This shall not apply to employees hired, promoted or demoted after August 17, 1984.
- (b) For those employees not covered by clause (a) above and for employees who by mutual agreement between the Employer and the Union, choose not to be covered by (a) above, the following shall apply to their working schedule:
 - (1) No employee shall work more than seven (7) consecutive calendar days. Should an employee work in excess of the seven (7) consecutive calendar days, Article 19.02 shall apply. As far as possible, each employee shall receive two (2) consecutive calendar days off each week. However, no employee shall have these days off split more than twice in any four (4) week period unless otherwise mutually agreed.
 - (2) (i) In order to provide employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Employer. The Employer agrees to make every effort to provide one weekend off in two.
 - (ii) The Employer agrees to make every effort to provide one weekend off in three (3) for part-time employees who request a weekend off.
 - (3) Rotation from one shift to another shall be divided equally among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts or to those who, by mutual agreement between the employee and the Employer, are assigned to work evening or night shifts.
 - (4) Provided a 24 hour advance notice is given in writing and with the approval of the department head in writing, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.
 - (5) No employees shall be rotated from one shift to another more than once in any one week unless mutually agreed. This clause does not apply to part-time employees.
 - (6) For clarification, unless specifically stated in a job posting employees do not have an entitlement to specific shifts or specific rotations.

18.06 Time Off Between Shifts

Except by mutual agreement between the Employer and the Local Union, time off between shifts shall not be less than sixteen (16) hours.

ARTICLE 19 – OVERTIME

19.01 Overtime Defined

- (a) All work performed while on vacation or on days off shall constitute overtime **and the employee will have the option to have their vacation time credited back to their bank.**
- (b) All work performed in excess of the regular hours of work as defined in Article 18.01 shall constitute overtime.
- (c) All work performed within sixteen (16) hours of a previously worked shift, except as provided for in Article 18.06 shall constitute overtime.
- (d) For full time employees on reduced hours pursuant to Article 4.03 (f), the Employer is not obligated to offer overtime based on seniority.
- (e) The Employer is not obligated to offer overtime to employees who are on scheduled leave (banked statutory time or vacation).
- (f) When the Employer calls an employee that would be covered by Article 19.01 (d) & (e) then seniority shall be used to determine who is offered the overtime.
- (g) The Employer is not obligated to offer shifts that would result in overtime to an employee if it exceeds sixteen (16) consecutive hours.

19.02 Overtime Rates

Overtime rates shall apply for work as follows at the employee's discretion.

- (a) Time and one half the regular rate, or
- (b) Time and one half off in lieu; if the nursing home is unable to give the time off that is requested **by the employee at a mutually agreed upon time within 90 days of the initial requested date,** the employee shall receive pay for the overtime worked at the overtime rate.
- (c) Double time and one half (2.5 times) the regular rate for the second shift worked on a holiday.
- (d) **The Employee shall have the option to receive pay for all hours worked and bank the overtime.**

19.03 No Layoff to Compensate for Overtime

Employees shall not be laid off during regular hours due to any overtime worked.

19.04 Overtime for Part-Time Employees

- (a) Part-time employees working less than seven and one half (7½) hours per day and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours worked, up to and including seven and one half (7½) hours in the working day. Regular overtime rates shall apply after seven and one half (7½) hours in the working day.
- (b) Part-time employees paid more than one hundred and fifty (150) regular hours over a four (4) week period shall be paid overtime.
- (c) No part-time employee shall work in excess of seven (7) consecutive calendar days.

19.05 Sharing of Overtime

(a) Overtime and call back time shall be offered by seniority to employees who are willing and qualified to perform the work that is available, up to a maximum of fifteen (15) hours per four (4) week period, as established in Article 18.01 (a).

(b) If an Employer fails to follow the process stated in 19.05 (a), the employee(s) will be given the opportunity to work a make-up overtime shift within a four (4) week period. The overtime make-up shift shall be an extra shift and will not be a regularly scheduled shift.

19.06 Minimum Call-Back Time

An employee who is called in and required to work outside his regular hours of work as defined in Article 18.01 shall be paid a minimum of three (3) hours at overtime rates.

19.07 Authorization of Overtime

All overtime shall be authorized in advance by the supervisor, designated by the Employer, in writing if possible.

19.08 Daylight Saving Time

The changing of standard time to daylight saving time or vice-versa shall not be considered to affect the normal scheduled daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.

ARTICLE 20 – HOLIDAYS

20.01 List of Holidays

(a) The Employer recognizes the following as paid holidays:

New Year's Day
Family Day (3rd Monday in Feb)
Good Friday
Easter Sunday
Queen's Birthday
Canada Day

New Brunswick Day
Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

and any other day proclaimed as a holiday by the Federal or Provincial Governments, this schedule to be divided equitably among employees.

- (b) 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.
- (c) The Employer is committed to following the provisions of the human rights legislation as it relates to non-Christian religions. Employees will be eligible to use banked days under Article 20.02 (d) to ensure they are paid during their religious celebrations.
- (d) Due to the fact that not all employees celebrate Christmas and/or New Year (for religious and other reasons), any employee may apply to their Employer in writing, that they wish to be exempted from Article 20.01 (b).

20.02 **Holiday Pay**

- (a) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay at a time mutually agreed upon between the employee and the Employer. If an employee is scheduled to work on a holiday other than Christmas and New Year's Day, he shall be paid time one and one half (1½) the regular rate for all hours worked plus an alternate day off with pay, as provided in Article 20.01. For the purpose of part-time employees on the all inclusive, they shall be paid the all inclusive rate for the seven and one half (7½) hour shift and then three and three quarter (3 3/4) hours at the regular rate of salary, and are not entitled to an alternate day off.
- (b) If an employee is required to work Christmas Day or New Year's Day, the employee shall be paid double (2) time for all hours worked plus an alternate day off with pay, as provided in Article 20.01.
- (c) The alternate day off shall be given within sixty (60) days of the actual holidays listed under 20.01 (a) and that day shall be the employee's holiday. Whenever possible such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within sixty (60) days, payment shall be made at the overtime rate.
- (d) An employee shall be entitled to accumulate these holidays to a maximum of **eleven (11)** days at any one time and take these days off at a mutually agreed time. Such time off shall not be unreasonably denied. If time off is not mutually agreed upon, then these days off shall be scheduled by the employer within sixty (60) days of the request, or payment shall be made at the overtime rate.
- (e) For stat holidays in excess of the **eleven (11)** days in the bank, the Employer shall have the right to schedule the holiday within 60 days of the holiday or payment shall be made at the overtime rate.
- (f) A full-time or part-time employee who works on her scheduled holiday, other than one (1) of the official holidays as listed in 20.01(a), shall receive her paid holiday and, in addition shall be compensated by:

- (i) Two (2) times the employee's regular hourly rate for all hours worked and;
- (ii) The number of hours worked to be taken as time off at a later date consistent with 20.02(c).

20.03 Qualifying for Holiday Pay

To be eligible for holiday pay, an employee must have worked on the scheduled work day prior to his scheduled holiday and scheduled work day after the holiday, unless such absence is approved. However, an employee on general leave pursuant to Article 23.06 is not entitled to holiday pay.

20.04 Holiday Application

The rate of one and one half (1½) time except for Christmas and New Year's Day which will be paid at double (2) time the regular rate shall be paid for shifts where 50 % or more of the hours worked fall between 00:01 hours and 24:00 hours on the holiday.

ARTICLE 21 – VACATIONS

21.01 Length of Vacation

Every employee who has completed his probationary period and who, on the 30th day of June, the last day of the vacation year, has seniority of:

- (a) Less than five (5) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one quarter (1 ¼) days per month of service completed within the vacation year;
- (b) Five (5) years but less than sixteen (16) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.66 days per month of service completed within the vacation year;
- (c) Sixteen (16) years but less than seventeen (17) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.75 days per month of service completed within the vacation year;
- (d) Seventeen (17) years but less than eighteen (18) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.83 days per month of service completed within the vacation year;
- (e) Eighteen (18) years but less than nineteen (19) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 1.91 days per month of service completed within the vacation year;
- (f) Nineteen (19) years but less than twenty (20) years, shall be entitled to vacation with pay at his regular rate calculated on the basis of 2 days per month of service completed within the vacation year;
- (g) Twenty (20) years or more shall be entitled to vacation with pay at his regular rate calculated on the basis of 2.08 days per month of service completed within the vacation year.

21.02 Holidays during Vacation

If a paid holiday falls or is observed during an employee's vacation period, he shall be granted an additional day's vacation for each holiday in addition to his regular vacation time.

21.03 Vacation Pay on Termination

An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with Article 21.01.

21.04 Vacation Schedules

On an annual basis:

(a) By January 31st the Employer shall provide the Union with a list of the numbers of employees, per day, per classification and department that are able to take vacation at any one time based on operational requirements.

(b) The employer shall prepare a list of employees per classification and for all departments and divide the list into equal groups. The list of groups shall be posted by March 1st with the date each group shall begin their selections. Each group shall have 10 – 14 days to make their selection, upon which their approved selections will be released for viewing by the subsequent group. The last group will complete their selections no later than April 30th. If an employee has not indicated their choice of vacation as per the process above, then the granting of vacation will be on the first come first served basis. Approved vacation lists shall not be posted later than May-15th and shall not be changed unless mutually agreed. Vacations shall be granted by classification and department on a basis of bargaining unit seniority.

21.05 Vacation Year

The vacation year shall be from July 1 to June 30th. Vacation shall be taken before the end of the next vacation year, unless approved by the Employer. Every eligible employee shall be entitled to receive fifteen (15) consecutive days of vacation. Unbroken vacation of over fifteen (15) days shall be subject to the Employer's approval.

21.06 Sickness during Vacation

An employee hospitalized or sick at home for three (3) consecutive days or more during his vacation period will qualify for use of sick leave credits upon presentation of a doctor's certificate, providing management is notified during the illness. The portion of his vacation while the employee was hospitalized or sick shall be rescheduled later.

ARTICLE 22 – SICK LEAVE PROVISIONS

22.01 Amount of Sick Leave

(a) Each employee in the bargaining unit shall accumulate sick leave credits at a rate of one and one half (1½) working days per month for each calendar month of service up to a maximum of two hundred and forty (240) working days. Sick leave credits shall continue to be added to the sick leave bank on an ongoing basis as they are earned and they shall be available for use by the employee. The Employer shall make a deduction from the sick leave bank for any sick leave credits utilized by the employee on an ongoing basis.

(b) Before January 31st of each year, the nursing home shall provide each employee with a record of their sick leave credits in the bank. This record will include the number of sick leave credits (days/hours) utilized during the previous twelve (12) month period (January 1 to December 31), the number of sick leave credits (days/hours) credited to the sick leave bank and the total sick leave credits available.

(c) All calculations in 22.01 shall be prorated based on calendar months of service.

22.02 Deduction from Sick Leave

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 as defined in Article 4.06. Seven and one half (7½) hours constitute a working day.

22.03 Investigation of Sick Leave

The Employer reserves the right to investigate any reported illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three (3) consecutive working days, the employee may be required to submit proof of illness from a medical practitioner. A medical practitioner shall include but not limited to a family doctor, specialist, physiotherapist, chiropractor or dentist with expertise in the relevant field. Proof of illness, if required, shall be asked for during the illness.

22.04 Report of Illness

In any case of absence due to sickness, or accident, the matter must be reported as soon as possible to the person designated by the Employer.

22.05 Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Any employee is to be advised on application of the amount of sick leave accrued to his credit.

22.06 Absence on Workers' Compensation

The absence of any employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

22.07 Medical or Dental Appointments

(a) Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.

(b) Whenever the Employer requests a medical certificate, x-ray or test, except to support a claim for sick leave, such cost of certificate, x-ray or test will be the responsibility of the Employer.

22.08 Return to Work

Employees on indefinite sick leave or general leave must notify the Employer of their intention to return to work. These employees will be called in as per Article 4.03 and will be scheduled on the next posted schedule.

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Union Business

- (a) Leave of absence, upon request and without pay, shall be granted by the Employer to employees elected or appointed to represent the Union business. However, not more than two (2) employees from the same department shall be entitled to leave of absence at the same time for this purpose, nor more than a maximum of four (4) employees.
- (b) Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.
- (c) Union members selected by the Union as appointees of the Union on the Bargaining Committee as outlined in Article 10.01 shall be given leave of absence with pay not to exceed an aggregated forty-five (45) working days during the life of this Agreement. Additional leave shall be granted to the Bargaining Committee without pay.
- (d) The nursing home shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 23.01(a). The Union shall then reimburse the nursing home. Application for such leave shall be made two (2) weeks in advance whenever possible.
- (e) When a leave of absence without pay is granted pursuant to Article 15.02(d), the following conditions shall apply with respect to the employee's return to work;
 - (1) Twenty-one (21) days notice of intention to return to work shall be given to the Employer; and
 - (2) If the employee returns to work, he or she shall be returned to his or her previously held position and if that position is no longer available, he or she shall be returned to a bargaining unit job in accordance with the provisions set out in Article 17.
- (f) Where possible and at no additional cost, the Employer shall replace all hours of work where an employee is absent from work on approved leave of absence as per Article 23.01.

23.02 Bereavement Leave

- (a) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's spouse, common-law spouse, same sex partner, child, child of a spouse, grandchild, parent, person acting in loco parentis, without loss of pay up to a maximum of seven (7) consecutive calendar days, commencing with the notification of death. If the employee has reported to duty, that day will be paid by the Employer and the bereavement leave will commence on the next day. If burial does not occur immediately following the funeral, the employee may request one (1) day of the seven (7) to attend interment.

- (b) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's brother, sister, step-mother, step-father without loss of pay up to a maximum of five (5) consecutive calendar days, commencing with the notification of death. If the employee has reported to duty, that day will be paid by the Employer and the bereavement leave will commence on the next day. If burial does not occur immediately following the funeral, the employee may request one (1) day of the five (5), to attend interment.
- (c) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's grandparent, mother-in-law, father-in-law, son-in-law, daughter-in-law, step-brother, step-sister, step-grandchild or relative living in the household, without loss of pay up to a maximum of three (3) consecutive calendar days, one of which must be the day of the funeral. If burial does not occur immediately following the funeral, the employee may request one day of the three (3), to attend interment.
- (d) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew or spouse's grandparent, without loss of pay for one (1) calendar day to attend service or interment. For clarification, this does not include the employee's spouse's aunt or uncle.
- (e) Bereavement leave is applicable to all hours which part-time employees have agreed to work.
- (f) An employee who is on vacation and suffers a loss covered by bereavement leave shall be entitled to use his bereavement leave and have his vacation rescheduled.
- (g) Upon request by the employee, where 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 which may be taken as vacation or statutory holidays.
- (h) An employee who is separated and living in a common-law relationship cannot claim to have two families. The employee must choose which spouse meets the criteria referred to in the above paragraphs.

23.03 **Maternity Leave**

- (a) Maternity leave shall be granted without pay and without loss of seniority for pregnancy to an employee as follows:
 - (1) Not later than the twentieth (20th) week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.
 - (2) At the employee's request, maternity leave shall commence twelve (12) weeks before the anticipated delivery date.
 - (3) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than twelve (12) weeks before the anticipated delivery date.
 - (4) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in his opinion, the interest of the Institution so requires.

- (5) Maternity leave shall terminate not less than six (6) weeks following delivery. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of three months following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position. The employee will advise the Employer at least two (2) weeks prior of her return to work.
- (6) Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave.
- (7) Paternity Leave – An employee shall be entitled to two (2) days leave of absence with pay for the birth of his child.
- (8) Adoption Leave – As per the *Employment Standards Act*.
- (9) Child Care Leave – As per the *Employment Standards Act*.
- (10) Where an employee is on maternity, adoption or childcare leave, they may be entitled to work during their approved leave on terms mutually agreed upon by the Employer and the Union. Approval shall not be unreasonably withheld.

(b) Supplementary Employment Benefit Plan

- (1) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility. **The Employer shall promptly complete all necessary forms to ensure there is no delay in the employee receiving their Supplementary Employment Benefit.**
- (2) In respect of the period, maternity leave payments made according to the Supplementary Employment Benefit Plan will consist of payments equal to the difference between the employment insurance benefits the employee is eligible to receive and seventy-five percent (75 %) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in employment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
- (3) “Regular rate of pay” shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime or any other form of supplementary compensation.

- (4) An applicant under Article 23.03 (a) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.
- (5) An employee who is absent from work and is receiving workers' compensation benefits is not entitled to any benefits under this Article.

23.04 Jury Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or court witness. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

23.05 Education Leave

(a) When the Employer offers an employee who is job threatened the opportunity to pursue his or her education and/or training, or when an employee requests to pursue his or her education and/or training to enhance his or her job security within the bargaining unit, the employee may be granted general leave pursuant to 23.06. During this leave, the seniority shall be credited as follows

- (1) For part-time employees, seniority equal to the highest number of seniority hours credited to any less senior employee in the same classification and department during the period of the leave.
- (2) For full-time employees, seniority shall be accumulated based on thirty-seven and one half (37½) hours/week.

(b) Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service. Such request shall be made two (2) weeks in advance if possible.

23.06 General Leave

The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

23.07 Inclement Weather

Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit.

23.08 Compassionate Care Leave

(a) An employee shall be granted an unpaid leave of absence as per the Compassionate Care Leave provisions of the *Employment Standards Act*.

- (b) Upon request by the employee, he shall be entitled to return to work, on the next posted schedule. Prior to the next schedule, the employee shall be entitled to be called as per Article 4.03 (c).
- (c) The employee shall accumulate all seniority during the leave.

ARTICLE 24 – PAYMENT OF WAGES AND ALLOWANCES

24.01 Pay Days

- (a) The Employer shall pay salaries bi-weekly, every other Thursday, no later than 7:00 am in accordance with Schedule D attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions. Wherever possible accumulated and utilized statutory holidays, overtime, sick leave and vacation credits available, will be provided on the pay stub up to the current pay period.
- (b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.
- (c) The nursing home agrees to make available the pay cheques or stubs of employees assigned to night shift as they come off duty.
- (d) On a normal pay day, cheques or stubs are to be made available during normal office hours.
- (e) If pay day falls on an employee's day off, cheques or stubs shall be made available to the employees on their last work day prior to pay day, when possible.
- (f) The nursing home may implement a system of direct deposit with a financial institution of the employee's choice, insured under the *Canada Deposit Insurance Corporation Act*. Where a nursing home implements a system of direct deposit, employees who are currently receiving pay cheques may no longer continue to receive pay cheques.
- (g) In exceptional circumstances, an employee who is being paid by direct deposit may, upon request, be paid by cheque on a temporary basis, when no other reasonable arrangement to continue payment by direct deposit can be made.

24.02 Part-Time Employees

Part-time employees shall be paid either the regular hourly rate of pay or the all-inclusive rate in accordance with Schedule "D", subject to the following provisions:

- (a) Part-time employees who are presently paid in accordance with the all-inclusive rate may elect at any time to be paid in accordance with the regular hourly rate of pay. Once such an employee elects to be paid on this basis, he cannot revert back to the all-inclusive pay rate.
- (b) All inclusive rate covers holidays, vacation, and sick leave.

- (c) Part-time employees paid the regular hourly rate of pay shall receive the wage rates, conditions of employment, and benefits specified in this Agreement on a pro rata basis, according to paid hours.

The formula for calculation of statutory holiday entitlement shall be: .050 x paid hours.

The formula for calculation of sick leave credits shall be: .069 x paid hours.

- (d) All employees hired subsequently to the signing of this Agreement shall be paid at the regular hourly rate of pay.

24.03 **Pay during Temporary Transfers**

Temporary assignment shall be offered by seniority, and when an employee is assigned for one (1) shift or more, the major portion of the duties of a higher classification within the bargaining unit, he shall be paid at the same step of the salary scale of the higher classification as he was paid at in his previous position. An employee temporarily assigned to a lower paying position shall not have his rate reduced.

24.04 **On Call Pay**

When an employee is advised that he is "on call", that is immediately available by direct telephone contact, he shall be paid two (\$2.00) dollars per hour for each hour required to be "on call". Effective October 16, 2014, this rate shall increase with each scheduled General Economic increase contained in the wage schedule (D & D-1). All hours actually worked shall be paid at overtime rate with a minimum payment of three (3) hours as per Article 19.06.

24.05 **Shift Premiums**

Effective at the date the Tentative Agreement we reached, the following shifts premiums shall apply:

- (a) An employee working an evening shift will be paid a ten dollars and nine cents (\$10.09) shift premium where 50% or more of the hours worked are between 1500 hours and 2300 hours.
- (b) An employee working a night shift will be paid a twelve dollars and ninety-one cents (\$12.91) shift premium where 50% or more of the hours worked are between 2300 hours and 0700 hours.
- (c) An employee working an eleven and one quarter (11¼) night shift will be paid twenty-three dollars (\$23.00) shift premium where 50% or more of the hours worked are between 1600 and 0800 hours.
- (d) Beginning with the evening shift on Friday evening (15:00 hrs), an employee working a weekend shift where the majority of hours fall between 15:00 hours on Friday and midnight on Sunday will be ten dollars and nine cents (\$10.09) per shift.

24.06 **Meals**

- (a) The price of meals which are provided to employees will be based on the cost of raw food, supplies and cafeteria wages.
- (b) If hairnets are a requirement by management, they are to provide them.

24.07 Taxi Allowance

When an employee (other than a part-time employee) is called in to work when not scheduled between 11:30 pm and 7:00 am, transportation or taxi service to and from the home of the employee shall be provided by the Employer to a maximum of eleven (\$11.00) per round trip.

24.08 Educational Allowance

(a) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job.

(b) The Employer will deduct 2¢ per hour per pay for all employees in the bargaining unit for the purpose of education. The money will be submitted to the Coordinator, New Brunswick Council of Nursing Home Unions, 91 Woodside Lane, Fredericton, NB E3C 0C5. A list shall be provided to the Coordinator and the Local Union showing the number of hours of each employee based on the posted seniority list of January 15 of each year including any employees who are not shown on the January 15 seniority list, that have left the work place and have contributed to the education allowance in the previous year, shall be sent to the Coordinator, New Brunswick Council of Nursing Home Unions. This shall be submitted by March 15th of each year. Cheques shall be made payable to the New Brunswick Council of Nursing Home Unions.

24.09 Injured on Duty

An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the WorkSafe NB as compensable within the meaning of the *Workers' Compensation Act*, will receive full wages on the day of the accident. The employee will accumulate vacation and sick leave benefits during the period of total temporary disability to a maximum of one (1) year.

24.10 Shortage in Pay

Any shortage in pay that is the result of Employer error and is brought to the attention of the Employer shall be issued by the Employer within three (3) working days of notification of the shortage if requested by the Employee. Any amount in excess of \$50.00 shall be paid within three working days, otherwise it will be adjusted on the next pay cheque.

24.11 Retirement Allowance

(a) When an employee having continuous seniority of five years or more retires in accordance with the Pension Plan in effect at the time, or has his employment terminated due to **a permanent** disability, death, age or is laid off, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five days' pay, for each full year of continuous seniority, but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay, such allowance to be prorated with respect to part-time employees. In the case of layoff, such payment will only take place at the end of the twenty-fourth (24) month period provided for under Article 17.

(b) When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, and in the absence of mutual agreement, a Board of doctors whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows: one doctor appointed by the Local, one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chairperson. If the decision of the Board is

that the employee has a permanent disability, the said employee shall receive pay for any accumulative severance leave entitled to under this Article. The expenses of this board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the Workers' Compensation Act or the Canada Pension act, a further board decision under this Article shall not be required.

- (c) The Employer shall forward the request for retirement allowance to the Department of Social Development when the employee signs the request to retire.
- (d) At the employee's request, the payment of the allowance shall be:
 - (1) A lump sum payment at the time of entitlement, or
 - (2) Held over to the next taxation year, or any other year following entitlement
- (e) **Portability**
In accordance with the Department of Social Development Management Directive C-6, an employee who accepts employment in another Nursing Home listed under SCHEDULE C of the Collective Agreement, within 45 days of resigning from the former Nursing Home, shall retain the following benefit: the number of regular hours of continuous employment from the previous Nursing Home, for the purpose of retirement allowance entitlement.

24.12 Retirement Age

- (a) The normal retirement age for the purpose of this Agreement is 65.
- (b) Early Retirement with Pension Benefits – If an employee chooses, he may retire at 55 without loss of retirement allowance and shall receive pension benefits as defined in the Pension Plan in which he is enrolled.

24.13 Professional Fees

Employee(s) that are required to carry a certification to carry out the duties of their position shall have one hundred dollars (\$100) paid by the Employer towards their annual professional fees. If the professional fees are less than one hundred dollars (\$100) the Employer shall pay the full fees for that certification. **Such fee shall be paid out on a separate cheque on the month following the required certification is due for renewal. Unless the rules under the Canadian Revenue Act should change, such payment is not taxable.**

ARTICLE 25 – HEALTH CARE PLAN

25.01 Benefit Package

- (a) The Employer agrees to provide a Health Care Benefit Package Assumption Life Contract No: 09775 for employees during the life of this Agreement. The parties by mutual agreement may change the plan carrier at any time during the life of this Collective Agreement.
- (b) The New Brunswick Association of Nursing Homes Inc. and the New Brunswick Council of Nursing Home Unions shall meet on a regular basis to discuss the Assumption Plan Contract No: 09775.

25.02 **Premiums**

The premiums for health coverage will be shared on a 75% Employer and 25% Employee basis. Premiums for dental and life coverage will be shared on a 50/50 cost sharing basis.

25.03 **Continuation of Payment**

(a) When an employee commences an unpaid sick leave expected to be longer than two (2) months with appropriate medical documentation, an employee shall have the option of continuing his coverage in Articles 25.01 and 25.02 on the cost sharing between the Employer and Employee as provided for in these plans for a period of two (2) months.

(b) On the commencement of the third month, the Employer shall provide all necessary waiver to the employee. Any delays, as a result of the Employer failing to do so, shall result in the Employer being responsible for full payment of the benefit until such time as the paperwork has been submitted.

(c) Employee and the Employer will communicate and make arrangements for pre-authorized payments when it is known in advance that the Employee may be gone for more than 2 months.

ARTICLE 26 – PENSIONS

26.01 **Pension Plan**

The Pension Plan in effect on the date of signing of this Agreement shall continue as amended from time to time during the life of this Agreement. The parties agree that the Pension Plan shall be amended where necessary to meet the requirements set out in this Article.

26.02 **Amendments**

(a) The Pension Board shall be the administrator of the Pension Plan in accordance with the *Pension Benefits Act* of New Brunswick. The administrator shall execute its mandate as set out in the pension document and shall only make any amendments to the plan required by any law to which the Pension Plan is subjected.

(b) The parties shall meet once a year to ratify proposed amendments recommended by the Joint Board of Trustees of the General and Service Employees' Pension Plan. All other amendments to the Pension Plan shall be negotiated during collective bargaining.

(c) The pension trustees shall be allowed to make any other amendments to the Pension Plan to benefit plan members with the understanding that any change in the Pension Plan will not increase the actuarial liability of the Pension Plan.

26.03 **Unfunded Liability**

In the event the Pension Plan is found to have an unfunded liability during the life of this Agreement, the parties shall meet immediately to negotiate amendments to the Pension Plan in order to eliminate the unfunded liability. The parties agree that the present pension benefits provided in the existing Pension Plan shall not be reduced without mutual agreement.

26.04 Surplus

Surplus in the pension fund shall be used first as a cushion against economic downturn, second to benefit the plan members, and third to offset total annual costs for both the Employer and the Employees. If at any time during the term of this Agreement a surplus accumulates which would require a contribution holiday, the parties shall meet and negotiate any necessary amendments to the Pension Plan, in order to improve benefits for the plan members. No surplus shall be paid out of the fund to any Employer. In the event the Pension Plan is wound up and an actuarial surplus of assets over liabilities is determined, the whole of this surplus shall be paid to the Plan members in a manner deemed appropriate by the parties in accordance with any law to which the Pension Plan is subjected.

26.05 Trust Funds

The Pension Plan document shall be named as the "Trust Funds".

26.06 Contributions

The contribution rate to cover current service cost necessary to provide the benefits set out in the Pension Plan during the life of this Agreement shall be based on pensionable earnings, as follows:

For Employers, 6.5 % of pensionable earnings up to the year's maximum pensionable earnings (Y.M.P.E.) under the Canada Pension Plan plus 8.86 % of any excess; and

For employees, 6.5 % of pensionable earnings up to the year's maximum pensionable earnings (Y.M.P.E.) under the Canada Pension Plan plus 8.86 % of any excess.

Any required or agreed upon increase or reduction in the contribution rate to cover current service cost shall be shared equally between the Employers and the employees. Any pension contribution holiday will have to be agreed by the parties.

26.07 Buy Back Years of Service

A plan member shall have the option to buy back pensionable service for the period of time worked when contributions were not made to the Pension Plan. There shall be no cost to the Pension Plan. The plan member will be responsible for both the Employer and the Employee's current actuarial cost.

26.08 Pension Contribution During Retirement

Following retirement, if an employee is rehired in any nursing home in the province, the Employer will contribute his share to the Pension Plan for all hours worked by the employee, commencing the date of rehire.

ARTICLE 27 – JOB CLASSIFICATION AND RECLASSIFICATION

27.01 Job Descriptions

The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is the bargaining agent within sixty (60) days of the signing of the Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days. All job descriptions must fall within the framework of the Joint Job Evaluation Steering Committee Final Report as referenced in the corresponding Letter of Agreement.

27.02 **No Elimination of Present Classification**

No classification shall be eliminated without prior agreement with the Union.

27.03 **Changes in Classification**

- (a) The classifications covered by this Agreement shall be those listed in Schedule "A" of this Agreement. The Employer agrees to provide the Union with job specifications for classifications listed in Schedule "A" as they are revised.
- (b) Where the Union and/or the employee feels that the employee has been unfairly or incorrectly classified, the employee and/or the Union may submit the matter for review to the Joint Maintenance Committee for determination.
- (c) If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the matter shall be forwarded to the Joint Maintenance Committee to determine the appropriate band **or new band**, for the new or revised classification. Pending determination of the appropriate band, the Employer may set an interim wage rate for such classification. **The decision of the Joint Maintenance Committee shall be made within six (6) months of the submission.**

27.04 **Joint Maintenance Process**

The terms of the Joint Maintenance Process shall be those as outlined by the Joint Job Evaluation Committee.

27.05 **Time Limits Joint Maintenance Process**

In no event shall the process outlined in 27.03 and 27.04 exceed six (6) months. **If the parties cannot come to an agreement within this time frame, the matter will be referred to Mediation-Arbitration for a third-party decision.**

ARTICLE 28 – HEALTH AND SAFETY

- 28.01 (a) Both parties agree that the New Brunswick *Occupational Health and Safety Act* shall apply to this Agreement.
- (b) The Employer shall provide and pay to all new employees a minimum of seven and one half (7½) hours of health and safety training during orientation period.
- (c) The Employer shall ensure that each person who is designated to serve on a Joint Health and Safety Committee has attended (or attends within twelve (12) months of being designated) an educational program as prescribed by the regulations to the *Occupational Health and Safety Act*. This does not apply to current committee members as stipulated by section 14.1(3) of the New Brunswick *Occupational Health and Safety Act*.
- (d) Each member of the committee shall, for the periods during which the members are taking any educational program required under the New Brunswick *Occupational Health and Safety Act* that relates to the member's service on the committee or during which the member is attending any committee meetings, receive pay at his or her rate and other benefits to which he or she would otherwise be entitled.

- (e) A copy of the New Brunswick *Occupational Health and Safety Act* shall be posted on the occupational health and safety bulletin board.
- (f) No employee shall be disciplined for exercising his or her rights under Article 24 of the New Brunswick *Occupational Health and Safety Act*.
- (g) The committee shall investigate all work place accidents as per Article 15 of the New Brunswick *Occupational Health and Safety Act*.
- (h) A committee shall consist of equal representation from both the Employer and the Employees, and the Employer shall designate his representative or representatives and the employees shall designate their representative or representatives. (Article. 14(3) of the NB *OHS Act*.)
- (i) The Employer recognizes the rights of the committee under Article 15 of the New Brunswick *Occupational Health and Safety Act*.
- (j) The parties agree that the monthly health and safety inspection will be performed by an equal number of employee and Employer representatives. Each employee will be paid while performing monthly health and safety inspections.

ARTICLE 29 – JOB SECURITY

29.01 The Employer agrees that no employees of the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work. **No contracting out shall occur until the following has been exhausted:**

- (a) Article 3.02 is exhausted.**
- (b) Article 19 shifts covered through overtime.**
- (c) Article 4.03 (f) approved full-time on reduced hours are temporarily brought back to their full-time rotations until such time as adequate staffing is achieved.**
- (d) rehiring of retirees as per article 4.03 (g), it is incumbent on the retiree to make an expression of interest.**
- (e) Article 24.03 by temporary transfer.**

If all the above have been exhausted and an outside agency is required for staffing, the local shall receive written notice detailing the agency being used and classifications being hired. No existing employees schedule shall be altered, amended, or changed to accommodate the agency. The work of the agency staff shall cease when adequate staffing can be achieved from existing employees or by utilizing the provisions above.

ARTICLE 30 – DRY CLEANING ALLOWANCE

30.01 All employees will receive a dry cleaning allowance of **twelve** cents (\$0.**12**) per regular hour paid (minimum of **eighty-six dollars (\$86.00)**). Such allowance to be paid on the first pay day after September 1, on a separate cheque.

ARTICLE 31 – GENERAL CONDITIONS

31.01 Proper Accommodation

Proper accommodation shall be provided for employees to have their meals, keep and change their clothes. **Employees shall not use resident rooms for personal use including but not limited to storage of personal items and eating meals.**

31.02 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the employees.

ARTICLE 32 – COPIES OF AGREEMENT

- 32.01 (a) The printing and translation of the Agreement shall be the joint responsibility of the Union and the Employer.
- (b) This Agreement shall be printed in both English and French and shall be official in both languages.
- (c) The Employer and Union shall equally share to cost of an official translation of the collective agreement.

ARTICLE 33 – TECHNOLOGICAL CHANGE

33.01 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.

33.02 Training

Where the equipment or material so introduced is to be operated by employees of the same classification as those formerly carrying on the operation **or technological updates are required to perform their job**, 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.

33.03 Introduction

If, after the period of training referred to in 33.02, the employee is unable or unwilling 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).

33.04 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.

33.05 Layoff

An employee who is affected by a layoff because of technological change shall have all rights set out in Article 17.

ARTICLE 34 – TERM OF AGREEMENT

34.01 Term of Agreement

This Agreement shall be binding and remain in effect from October 16, 2022 to June 30, 2028 and thereafter shall continue in force from year to year unless either party gives to the other party notice in writing two months prior to termination of this Agreement or any succeeding year of either party's desire to negotiate a new Agreement or amend the existing Agreement.

34.02 Notice of Changes

Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice in writing to the other party of their desire to bargain. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

34.03 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

34.04 Successor's Rights

This Agreement shall be binding not only on the parties hereto, but also upon their successors or assigns. In the event that the Employer changes during the life of this Agreement, the present Employer agrees to make such necessary arrangements with the new Employer that will guarantee the continuation of the terms of this Agreement until a new Agreement with the new Employer can be negotiated.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

Jason St-Onge

Kim Copp

Bonnie Fournier

Crystal Pascon

Tammy Nadeau

SCHEDULE A

JOB CLASSIFICATIONS FOR NURSING HOMES

<u>POSITION TITLES</u>	<u>CODE</u>
Resident Services	
Activity Coordinator	100
Graduate Practical Nurse	150
Licensed Practical Nurse	150
Orderly 3 – Orderly 3 who is a Licensed Practical Nurse	150
Rehabilitation Assistant	250
Resident Attendant	300
Institutional Services	
Cook	600
Dietary Attendant	450
Dietary Utility	720
Electrician Maintenance	1050
Environment Utility	1450
Environmental Attendant	350
Environmental Lead Hand	400
Laundry Attendant	277
Lead Cook	650
Maintenance Attendant	880
Maintenance Supervisor	850
Maintenance Utility	710
Power Engineer	810
Seamstress	225
Clerical Services	
Administrative Clerk	900
Nursing Unit Clerk	1000
Office Clerk	875

SCHEDULE B

WAGES PLUS ADJUSTMENTS BASED ON JOB EVALUATIONS

1. The wage schedule will be adjusted to reflect the following percentage increases and adjustments:

Adjustments Increase the hourly rate as follows:
To be applied after the general increase of the same date.
See wage document.

2. Any employee who cannot be placed in Schedule "C" rates shall be subject of negotiations between the parties.

3. Wage rates

"A" indicates starting rate of pay
"B" indicates rate of pay after one (1) year of service in the home.
"C" indicates rate of pay after two 2 years of service in the home.

4. All-Inclusive Rate

Formula for all inclusive hourly rate:
Regular hourly rate + 15% = all inclusive rate

5. Compressed Work Week

On an experimental basis and without committing either party to a permanent change in the existing hours of work, the Local and the Employer may jointly establish a schedule providing for a compressed work week. Such an Agreement must be ratified by the Employer and the Local before implementation.

6. The current rehabilitation assistants who are LPN's will remain at the LPN rate of pay for as long as they remain in the rehabilitation assistant position. They shall be called LPN-Rehabilitation.

7. The parties agree that all current employees classified as COOK II will be LEAD COOK under this Collective Agreement. These positions will be PIO positions. When the position becomes vacant, the employer will determine if the vacancy remains a LEAD COOK or will become a COOK position, according to the classifications under the Joint Job Evaluation

SCHEDULE C

PARTIES TO THE AGREEMENT

Whereas the parties have signed on this ____ day of _____, 2025.

ON BEHALF OF THE UNION

Canadian Union of Public Employees,
Local 1159

Canadian Union of Public Employees,
Local 1256

Canadian Union of Public Employees,
Local 1277

Canadian Union of Public Employees,
Local 1303

Canadian Union of Public Employees,
Local 1318

Canadian Union of Public Employees,
Local 1378

Canadian Union of Public Employees,
Local 1429

Canadian Union of Public Employees,
Local 1506

Canadian Union of Public Employees,
Local 1507

Canadian Union of Public Employees,
Local 1587

Canadian Union of Public Employees,
Local 1603

Canadian Union of Public Employees,
Local 1726

Canadian Union of Public Employees,
Local 1763

Canadian Union of Public Employees,
Local 2068

Canadian Union of Public Employees,
Local 2079

Canadian Union of Public Employees,
Local 2109

ON BEHALF OF THE EMPLOYER

Dalhousie Nursing Home Inc.
Dalhousie, NB

Losier Hall, Shannex Ltd.
Miramichi (Chatham), NB

Bridgeview Shannex Ltd.
Miramichi (Douglastown), NB

Villa Providence Shédiac Inc.
Shédiac, NB

Villa Beauséjour Inc.
Caraquet, NB

Les Résidences Mgr. Chiasson Inc.
Shippagan, NB

Victoria Glen Manor Inc.
Perth, NB

York Manor Inc.,
Fredericton, NB

Foyer Notre Dame de Lourdes,
Bathurst, NB

Carleton Manor Inc.,
Woodstock, NB

Rocmaura Inc.,
Saint John, NB

Kenneth E. Spencer Memorial Home Inc.
Moncton, NB

Passamaquoddy Lodge Inc.,
St. Andrews, NB

Grand Manan Nursing Home,
Grand Manan, NB

Villa du Repos Inc.
Moncton, NB

Les Résidences Lucien Saindon Inc.,
Lamèque, NB

ON BEHALF OF THE UNION

Canadian Union of Public Employees,
Local 2116

Canadian Union of Public Employees,
Local 2170

Canadian Union of Public Employees,
Local 2354

Canadian Union of Public Employees,
Local 2397

Canadian Union of Public Employees,
Local 2418

Canadian Union of Public Employees,
Local 2464

Canadian Union of Public Employees,
Local 2610

Canadian Union of Public Employees,
Local 2809

Canadian Union of Public Employees,
Local 2872

Canadian Union of Public Employees,
Local 3013

Canadian Union of Public Employees,
Local 3108

Canadian Union of Public Employees,
Local 3383

Canadian Union of Public Employees,
Local 3392

Canadian Union of Public Employees,
Local 3397

Canadian Union of Public Employees,
Local 3657

Canadian Union of Public Employees,
Local 3982

Canadian Union of Public Employees,
Local 3984

Canadian Union of Public Employees,
Local 4445

Canadian Union of Public Employees,
Local 4463

ON BEHALF OF THE EMPLOYER

Church of St. John & St. Stephen Home Inc.,
Saint John, NB

Central NB Nursing Home Inc.,
Boiestown, NB

Campbellton Nursing Home,
Campbellton, NB

Kiwanis Nursing Home Inc.,
Sussex, NB

Campobello Lodge Inc.,
Campobello, NB

Mill Cove Nursing Home Inc.
Mill Cove, NB

Forest Dale Home Inc.
Riverside-Albert, NB

The Salvation Army Lakeview Manor,
Riverview, NB

Foyer Ste-Elizabeth Inc.,
Baker Brook, NB

Grand Falls Manor Inc.,
Grand Falls, NB

Résidences Mgr. Melanson Inc.,
St. Quentin, NB

Villa Sormany Inc.,
Robertville, NB

Lincourt Manor Inc.,
St. Stephen, NB

Foyer St-Thomas de la Vallée de
Memramcook Inc., Memramcook, NB

Les Résidences Inkerman Inc.
Inkerman, NB

Drew Nursing Home
Sackville, NB

Kennebec Manor Inc.
Saint-John, NB

Tobique Valley Manor Inc.
Plaster Rock, NB

Jordan Lifecare Centre
River Glade, NB

ON BEHALF OF THE UNION

Canadian Union of Public Employees
Local 4597

Canadian Union of Public Employees
Local 4614

Canadian Union of Public Employees,
Local 4630

Canadian Union of Public Employees
Local 4631

Canadian Union of Public Employees,
Local 4796

Canadian Union of Public Employees,
Local 4834

Canadian Union of Public Employees,
Local 4874

Canadian Union of Public Employees,
Local 4882

Canadian Union of Public Employees,
Local 4899

Canadian Union of Public Employees,
Local 5108

Canadian Union of Public Employees,
Local 5327

Canadian Union of Public Employees,
Local 5417

Canadian Union of Public Employees,
Local 5418

Canadian Union of Public Employees,
Local 5419

Canadian Union of Public Employees,
Local 5421

Canadian Union of Public Employees,
Local 5422

**Canadian Union of Public Employees,
Local 5579**

ON BEHALF OF THE EMPLOYER

ON BEHALF OF THE EMPLOYER

Villa St-Joseph
Tracadie-Sheila, NB

Turnbull Nursing Home
Saint John, NB

Foyer Notre-Dame de Saint-Léonard Inc.
Saint-Léonard, NB

River View Manor
Bath, NB

Tabusintac Nursing Home Inc.
Tabusintac, NB

Dr. V. A. Snow Centre Inc.
Hampton, NB

La Villa Maria Inc.
Saint-Louis de Kent, NB

Foyer Assomption Enrg.
Rogersville, NB

Kings Way Care Centre
Quispamsis, NB

Les Residences Jodin Inc.
Edmunston, NB

Le Complexe Rendez-vous Inc.
Neguac, NB

Bishops Nursing Home Inc.
Minto, NB

Nashwaak Villa Nursing Home Inc.
Stanley, NB

Wauklehegan Manor Inc.
McAdam, NB

White Rapids Manor Inc.
Fredericton Junction, NB

Fundy Nursing Home Inc.
Blacks Harbour, NB

**Villa St-Isidore
Saint-Isidore, NB**

ON BE

SCHEDULE D

NBCNHU 2022 - 2027 WAGE GRID

		16-Oct-22	16-Oct-23	16-Oct-24	1.60	16-Oct-25		16-Oct-26		01-Jul-27		
		1.00	1.10	1.30	1.60	Parity		Parity		Parity		
Resident Attendant	A	22.74	23.84	25.14	26.74	23.00%	0.00	26.74	0.08	26.82	1.60	28.42
	B	23.56	24.66	25.96	27.56	22.16%	0.00	27.56	0.09	27.65	1.60	29.25
	C	24.41	25.51	26.81	28.41	21.36%	0.00	28.41	0.10	28.51	1.60	30.11
Nursing Unit Clerk (Clerk)	A	21.68	22.78	24.08	25.68	24.18%	1.55	27.23	1.30	28.53	1.60	30.13
	B	22.46	23.56	24.86	26.46	23.30%	1.66	28.12	1.30	29.42	1.60	31.02
	C	23.27	24.37	25.67	27.27	22.45%	1.78	29.05	1.30	30.35	1.60	31.95
Activity Coordinator	A	21.68	22.78	24.08	25.68	24.18%	0.00	25.68	1.14	26.82	1.60	28.42
	B	22.46	23.56	24.86	26.46	23.30%	0.00	26.46	1.19	27.65	1.60	29.25
	C	23.27	24.37	25.67	27.27	22.45%	0.00	27.27	1.24	28.51	1.60	30.11
Office Clerk	A	20.68	21.78	23.08	24.68	25.41%	0.00	24.68	0.00	24.68	1.40	26.08
	B	21.42	22.52	23.82	25.42	24.49%	0.00	25.42	0.00	25.42	1.40	26.82
	C	22.18	23.28	24.58	26.18	23.61%	0.00	26.18	0.00	26.18	1.41	27.59
Admin Clerk	A	23.85	24.95	26.25	27.85	21.88%	0.00	27.85	0.00	27.85	1.40	29.25
	B	24.71	25.81	27.11	28.71	21.09%	0.00	28.71	0.00	28.71	1.40	30.11
	C	25.61	26.71	28.01	29.61	20.32%	0.00	29.61	0.00	29.61	1.40	31.01
Rehab Assistant	A	23.85	24.95	26.25	27.85	21.88%	0.00	27.85	0.68	28.53	1.60	30.13
	B	24.71	25.81	27.11	28.71	21.09%	0.00	28.71	0.71	29.42	1.60	31.02
	C	25.61	26.71	28.01	29.61	20.32%	0.00	29.61	0.74	30.35	1.60	31.95
Cook	A	23.85	24.95	26.25	27.85	21.88%	1.23	29.08	1.30	30.38	1.60	31.98
	B	24.71	25.81	27.11	28.71	21.09%	1.33	30.04	1.30	31.34	1.60	32.94
	C	25.61	26.71	28.01	29.61	20.32%	1.43	31.04	1.30	32.34	1.60	33.94
Lead Cook	A	26.23	27.33	28.63	30.23	19.82%	0.00	30.23	1.12	31.35	1.60	32.95
	B	27.18	28.28	29.58	31.18	19.10%	0.00	31.18	1.17	32.35	1.60	33.95
	C	28.16	29.26	30.56	32.16	18.41%	0.00	32.16	1.23	33.39	1.60	34.99
Dietary Attendant	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Dietary Utility	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Laundry Attendant	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Seamstress	A	20.68	21.78	23.08	24.68	25.41%	0.03	24.71	1.30	26.01	1.60	27.61
	B	21.42	22.52	23.82	25.42	24.49%	0.09	25.51	1.30	26.81	1.60	28.41
	C	22.18	23.28	24.58	26.18	23.61%	0.16	26.34	1.30	27.64	1.60	29.24
Environmental Attendant	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Environmental Utility	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Environmental Lead	A	20.68	21.78	23.08	24.68	25.41%	3.46	28.14	1.30	29.44	1.60	31.04
	B	21.42	22.52	23.82	25.42	24.49%	3.64	29.06	1.30	30.36	1.60	31.96
	C	22.18	23.28	24.58	26.18	23.61%	3.85	30.03	1.30	31.33	1.60	32.93
Maintenance Utility	A	19.72	20.82	22.12	23.72	26.71%	0.00	23.72	0.03	23.75	1.60	25.35
	B	20.44	21.54	22.84	24.44	25.72%	0.00	24.44	0.03	24.47	1.60	26.07
	C	21.17	22.27	23.57	25.17	24.79%	0.00	25.17	0.04	25.21	1.60	26.81
Maintenance Attendant	A	21.68	22.78	24.08	25.68	24.18%	0.68	26.36	1.30	27.66	1.60	29.26
	B	22.46	23.56	24.86	26.46	23.30%	0.76	27.22	1.30	28.52	1.60	30.12
	C	23.27	24.37	25.67	27.27	22.45%	0.84	28.11	1.30	29.41	1.60	31.01
Maintenance Supervisor	A	23.85	24.95	26.25	27.85	21.88%	3.21	31.06	1.30	32.36	1.60	33.96
	B	24.71	25.81	27.11	28.71	21.09%	3.39	32.10	1.30	33.40	1.60	35.00
	C	25.61	26.71	28.01	29.61	20.32%	3.57	33.18	1.30	34.48	1.60	36.08
Power Engineer (Resource Adj)	A	23.85	24.95	26.25	27.85	21.88%	1.23	29.08	1.30	30.38	1.60	31.98
	B	24.71	25.81	27.11	28.71	21.09%	1.33	30.04	1.30	31.34	1.60	32.94
	C	25.61	26.71	28.01	29.61	20.32%	1.43	31.04	1.30	32.34	1.60	33.94
Electrician	A	27.52	28.62	29.92	31.52	18.85%	0.00	31.52	0.00	31.52	1.43	32.95
	B	28.52	29.62	30.92	32.52	18.17%	0.00	32.52	0.00	32.52	1.43	33.95
	C	29.55	30.65	31.95	33.55	17.51%	0.00	33.55	0.00	33.55	1.44	34.99
LPN (LPN LOA wage parity)	A	30.04	31.14	32.44	34.04	16.46%						
	B	31.10	32.20	33.50	35.10	16.30%						
	C	32.19	33.29	34.59	36.19	16.03%						

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

BILL 17

The parties acknowledge that the Union is participating in this ratification process without prejudice to its position that Bill 17 is unconstitutional.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

BARGAINING AGENT

NBANH and NBCNHU agree that prior to the expiry of the current Collective Agreement, both parties shall study the concept of becoming certified bargaining agents. Furthermore, prior to the next round of bargaining, the parties shall meet to discuss the findings of such studies.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

RESIDENT ATTENDANT QUALIFICATIONS

The Parties agree that should the Government introduce a new qualification for Resident Attendants that the Parties will meet as soon as possible after the announcement to work out a plan of implementation. No employee shall be laid off as a result of any new qualifications. The NBANH shall examine funding options for any required training.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

WORKPLACE VIOLENCE PREVENTION

Violence in the workplace is defined as any act that results in injury or threat of injury or real or perceived, by an individual, including but not limited to; acts of aggression (whether intentional or unintentional and/or arising out of the medical condition for which a person seeks care), verbal or written threats, or vandalism of personal property. Violence can be perpetrated by patients/residents, visitors, volunteers and/or staff.

Whereas the New Brunswick Association of Nursing Homes is committed to providing safe quality care to its residents and a safe working environment for all employees including the prevention of workplace violence. As such the Association will take every reasonable precaution to provide a safe, secure and violence free work environment. While there are various measures in place in every home, a coordinated, comprehensive approach to violence prevention is imperative. A well-designed program will contribute to a safe working environment as well as improve staff and resident safety by reducing the risk of workplace violence.

In order to continue to work towards achieving the goal of a violence-free workplace, the parties agree to form a Provincial Workplace Violence Committee consisting of three equal representatives from the Union and the Employer. The mandate of the committee will be to meet and monitor the success of the program via agreed upon parameters and to develop and make further recommendations, if necessary, in order to achieve said goal.

The Committee may be merged with existing committees that focus on workplace violence prevention.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

LPN CLASSIFICATION

WHEREAS Treasury Board and CUPE Local 1252 will be jointly reviewing all representative LPN jobs during the term of their current collective agreement.

In the event the review results in the reclassification of LPN jobs to a different pay band, the parties agree that the wage rate for LPNs in this Collective Agreement will be adjusted to reflect the rate of reclassified LPN jobs in the CUPE 1252 bargaining unit effective the same date as CUPE Local 1252 to ensure parity between the two sectors.

In the event that the review of LPN jobs in the CUPE 1252 bargaining unit identifies multiple levels of work and results in more than a single LPN classification and pay band, to achieve the goal of parity as noted above, the parties will meet as soon as possible to evaluate the new CUPE 1252 LPN classifications and determine which pay band is most appropriate for LPNs in this Collective Agreement based on the job requirements outlined in the existing NBCNHU and NBANH Joint Job Evaluation Committee Report.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

**MAXIMIZING EMPLOYEES' HOURS
BY WORKING IN MULTIPLE JOB CLASSIFICATIONS**

WHEREAS the parties wish to increase the utilization of its human resources by giving employees the opportunity to work in multiple classifications within departments and;

THEREFORE the parties agree that where the part -time employees who receive work pursuant to article 4.03 c) and who wish to work in multiple classifications, may do so based on the following 'Terms and Conditions', provided the Local membership have agreed on a permanent or temporary basis:

- Any part-time employee assigned a primary classification will be given the opportunity to work in a secondary classification where qualified;
- Such employees assigned to a primary classification and department will be assigned and/or offered work in a secondary classification and department only after the employees regularly assigned to that classification and department have been assigned and/or offered work within that classification and department;
- Such employees will be cross trained within the respective classifications and employees will be assigned and/or offered work based on seniority for replacement.
- A thirty-day opt out clause shall be included in all Local Memorandum of Agreements for either party.
- **For the purposes of Articles 23 and 15 employees will be credited seniority for all hours worked in the departments they have agreed to work.**
- **Article 21.04 shall apply to the employee's primary department.**
- **Request for time off shall be paid at the rate of pay and classification where the employee was scheduled to work.**

FURTHERMORE, the Employer may create guaranteed hours postings that contain work from multiple classifications under article 16, for those Locals who have a Memorandum of Agreement allowing primary and secondary classifications. In filling these positions, the successful candidate shall be the applicant with the greatest seniority on the date of the posting from among those who met the necessary job requirements of all classifications included in the posting.

DATED at Fredericton, New Brunswick, this ___ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

STAKEHOLDER COMMITTEE FOR RESIDENT CARE

WHEREAS the parties are committed to improving care outcomes for residents and;

WHEREAS the parties acknowledge that the appropriate skill mix of staff in the care department is a complicated issue that requires examination, research, and the participation of various stakeholders;

NOW THEREFORE the parties agree to form the Stakeholder Committee for Resident Care under the following terms:

1. The mandate of the Committee will be to provide recommendations to Government on skill mix and hours of care for residents using an evidence based approach, drawing from available data sets (including but not limited to the DMR study completed by Government in 2001) which will be further informed by the provincial jurisdictional review.
2. The Committee will be an NBANH committee.
3. The Committee will be made up of NBCNHU, NBANH, the Department of Social Development, and representatives of the Nursing Home managers.
4. At the first meeting of the Committee, the stakeholders will develop terms of reference.
5. The Committee will be supported by a professional researcher who will design the research methodology including the jurisdictional review.
6. Outcomes: a report outlining recommendations will be submitted to the Minister of Social Development regarding hours of care and skill mix ratio as well as professional development.

DATED at Fredericton, New Brunswick, this ____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

REPRISAL / DISCIPLINARY ACTION

The parties agree there shall be no reprisal/disciplinary action taken by any Employer or the Council concerning any action during the bargaining of the new Collective Agreement. Any or all complaints/disciplinary action filed will be withdrawn.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

NO LAYOFF DUE TO STAFFING RATIO CHANGE

The Employer agrees that there will be no layoff of LPN's due to any staffing ratio change implemented in the nursing homes by the province of New Brunswick.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

PENSION PLAN CHANGES

The New Brunswick Association of Nursing Homes Inc. and the New Brunswick Council of Nursing Home Unions have mutually agreed during collective bargaining to changes to the Pension Plan for general and service employees as stated below.

The following improvements to the Plan were implemented effective January 1, 1997.

(1) A Plan member will be allowed to retire from active status with no reduction in his or her accrued pension if he or she meets one of the following conditions:

- (a) The Plan member has either five (5) years of continuous service or five (5) years of pensionable service and is age sixty (60) or over; or
- (b) The Plan member is age fifty-five (55) or over and the Plan member age plus continuous service is eighty-five (85) or more.

A Plan member entitled to a vested benefit can retire at any time after reaching age fifty-five (55) but if he or she does not meet either condition (a) or (b) above, then the accrued pension will be reduced. The amount of reduction will be 5/12 % time the number of months by which the early retirement date precedes the earliest date the Plan member would meet one of the conditions in (a) or (b) above, with service being frozen at the member's termination date for the purpose of calculating the rule of eighty-five (85) date in item (b).

In addition to a lifetime pension, a member retiring early would be entitled to a bridge benefit equal to \$4 monthly times the number of years of pensionable service. If the member is under age sixty (60) at retirement, the amount of the bridge benefit will be reduced by 10/12 % for each month that the age at retirement is under sixty (60).

The bridge benefit will be payable to age sixty-five (65) only and will cease on the death of the pensioner if this occurs before the pensioner has reached the age of sixty-five (65).

The unreduced early retirement provisions and the bridge benefit will vest for those who terminate after having completed five (5) years of continuous service or five (5) years of pensionable service but before reaching an age at which they are entitled to retire early.

Investment earnings assumption shall be as recommended by the actuary at 7.4 %.

(2) The parties agree to the following changes regarding the Pension Plan using the available surplus as recommended by the Actuary, effective July 1, 2000.

The enrollment into the Pension Plan shall commence immediately upon completion of the employees' probationary period. The probationary period is four hundred and fifty (450) hours of work.

The lifetime pension benefit will be increased to 2 % for each year of service from the inception of the plan to January 1st, 1991. The lifetime benefit shall be increased to 1.6 % from January 1st, 1994 until July 1st, 2000 (*it is already 1.6 % for service up to January 1st, 1994*).

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

ACCIDENT INJURY PREVENTION

The parties agree to participate **jointly** in **an Accident Injury Prevention** Program where it exists, and to work towards the implementation of **a program** where it does not exist.

The New Brunswick Association of Nursing Homes Inc. and the New Brunswick Council of Nursing Home Unions jointly agree to the need for programs, which help prevent workplace accidents or injuries. The New Brunswick Association of Nursing Homes Inc. and the New Brunswick Council of Nursing Home Unions further agree to encourage individual Employers and local Unions to fully participate in any programs, which would assist in accident and injury prevention.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

REVIEW OF PART-TIME HOURS

The Parties agree to **an annual** review of all part-time hours in each nursing home covered by the Collective Agreement, with the goal of converting as many of those part-time hours as possible into full-time positions in each department of the nursing home. It is understood that Collective Agreement provisions and government directives must be respected as part of the review.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

RETROACTIVITY

Wages under this Agreement are effective from **October 16, 2022**. 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 nursing home before completing their probationary period.
- (2) Those persons who became employed on or after **October 16, 2022** and who voluntarily left the employ of the nursing home 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.

DATED at Fredericton, New Brunswick, this ___ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

The New Brunswick Council of Nursing Home Unions

EXISTING PENSION BENEFITS

For greater clarification, it is agreed that the present pension benefits provided in the existing Pension Plan shall not be changed without mutual agreement.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Association of Nursing Homes Inc.

and

New Brunswick Council of Nursing Home Unions

NO WITHDRAWAL OF PENSION FUNDS

As per agreement regarding the pension plan, the parties upon signing the collective agreement will ensure that the pension plan document is amended to prevent plan members from withdrawing their commuted pension funds from the pension plan at retirement.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

JOINT JOB EVALUATION STEERING COMMITTEE

The parties accept the final report of the Joint Job Evaluation Steering Committee as presented to the bargaining teams on February 18, 2008.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

PENSION CONTRIBUTIONS ON RETROACTIVITY

Employees who were members of the Pension Plan on the date the Agreement was signed shall have deducted from their retroactivity, the required rates of contribution to the Pension Plan. The required rates of contribution to the Pension Plan shall be the rates in effect during the period covered by the retroactivity.

No pension contribution to the Pension Plan shall be deducted from the retroactivity for individuals who were no longer actively contributing to the Pension Plan on the date the Agreement was signed.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF INTENT

Between

The New Brunswick Council of Nursing Home Unions (NBCNHU)

And

The New Brunswick Association of Nursing Homes Inc. (NBANH)

Re: Pay Equity

WHEREAS the parties negotiated a collective agreement with salary increases that create wage parity with the collective agreement between CUPE 1252 and the Province of New Brunswick (the “CUPE 1252 agreement”);

NOW THEREFORE: the New Brunswick Association of Nursing Homes and the executive of the New Brunswick Council of Nursing Home Unions hereby agree:

1. **To monitor issues regarding gender pay equity;**
2. **To maintain gender pay equity as a standing item at the Provincial Labour Management group;**
3. **To endeavor to address any concerns that may arise regarding gender pay equity;**
4. **Should the parties agree that a gender pay equity study and/or gender pay equity implementation occur, the parties agree that:**

The employer shall not, to implement pay equity,

- (a) **reduce, freeze or red-circle the pay of any employee, or**
- (b) **place any employee in a lower step of a pay range that has been adjusted upward.**

The parties shall jointly endeavor to reach an agreement respecting,

- (a) **the selection of a non-discriminatory job evaluation system,**
- (b) **the identification of all female-dominated classifications and male-dominated classifications.**
- (c) **The results of the study will be implemented in all Nursing Homes under this collective agreement within 60 days of the studies completion and female-dominated classifications are assigned a rate of pay equal to the average or projected average rate of pay of male-dominated classifications performing work of equal or comparable value.**

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Association of Nursing Homes Inc.

And

The New Brunswick Council of Nursing Home Unions

Re: Resourcing Adjustment for Power Engineers

Background:

1. **The Employer and the Union (the “Parties”) are bound by a Collective Agreement;**
2. **The Employer has identified problems with recruitment and retention of Power Engineers;**
3. **The staffing shortages have resulted in excessive overtime; and**
4. **The Parties recognize that maintaining adequate service and reducing overtime justifies a resourcing adjustment.**

TERMS:

The Parties hereby agree that:

1. **This Letter of Agreement applies to the Power Engineer classification (Job Code 810);**
2. **The classification will receive a 25% increase to their base wages, or to otherwise be consistent with the collective agreement between the Province of New Brunswick and the CUPE 1252 Agreement (the “Resourcing Adjustment”), subject to the remaining provisions herein;**
3. **The Resourcing Adjustment will be effective on the date of execution of this Letter of Agreement, and will have no retroactive effect;**
4. **The Employer will review the effectiveness of the Resourcing Adjustment 6 months from the date of execution of this Letter of Agreement;**
5. **The Employer may increase or decrease the Resourcing Adjustment if, in the Employer’s sole discretion, it determines a variation is required to accomplish the recruitment and retention goals of the Resourcing Adjustment;**
6. **The results of the review will be shared with and discussed with the Union prior to any variation of the Resourcing Adjustment;**
7. **This Amended Letter of Agreement and the Resourcing Adjustment will be in effect until the Collective Agreement is renewed.**

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

RECRUITMENT AND RETENTION

WHEREAS the parties recognize there are almost 100 vacant positions; and

WHEREAS the parties recognize there are almost 200 empty beds; and

WHEREAS the parties recognize 63% of the members have less than five (5) years of service; and

WHEREAS the parties recognize there are approximately 1100 people awaiting placement for a Nursing Home bed, with 458 occupying a hospital bed; and

WHEREAS the parties recognize the need for recruitment and retention of all classifications within the Nursing Homes, each employee shall receive a recruitment and retention bonus based on the following:

- (a) An employee in the bargaining unit shall, after completing 25 years of continuous service be entitled to a 3% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 25th anniversary of the employee's commencement date.**
- (b) An employee in the bargaining unit shall, after completing 20 years of continuous service be entitled to a 2% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 20th anniversary of the employee's commencement date.**
- (c) An employee in the bargaining unit shall, after completing 15 years of continuous service be entitled to a 1% adjustment to their regular rate of pay. The employer shall implement such adjustment during the first pay period following the 15th anniversary of the employee's commencement date.**
- (d) For the purposes of the initial implementation of the Recognition and Retention Premium, all employees who have already completed the requisite years of service with the Employer as of the date of signing of this collective agreement shall be entitled to each increment of the Retention Premium effective the date of signing.**

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions (NBCNHU)

And

The New Brunswick Association of Nursing Homes Inc. (NBANH)

Re: Wage Parity Adjustment for Licenced Practical Nurse (LPN)

Background:

1. **The Employer and the Union (the “Parties”) are bound by a Collective Agreement;**
2. **The Employer has identified problems with recruitment and retention of LPN’s which have resulted in staffing shortages; and**
3. **To ensure parity between Long Term Care Sector and New Brunswick Nurses Union (NBNU) for the LPN classification.**

TERMS:

The Parties hereby agree that:

1. **In the event NBNU negotiates a collective agreement settlement that contains any GEI and wage adjustments for LPN’s greater than those contained in the New Brunswick Council of Nursing Home Unions collective agreement, the Parties agree to apply any and all wage adjustments for the LPNs to the NBCNHU collective agreement until the expiration of this NBCNHU collective agreement.**
2. **For clarification, parity for the LPNs in the NBCNHU collective agreement with the NBNU collective agreement referenced above will be effective the same dates as fixed in the NBNU collective agreement and will not exceed nor be in addition to the NBNU collective agreement.**

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare

LETTER OF AGREEMENT

Between

The New Brunswick Council of Nursing Home Unions

and

The New Brunswick Association of Nursing Homes Inc.

EMPLOYEE WELLNESS / WELLNESS DAYS

The Union and the Employer agree that sick leave is a negotiated benefit that is meant as an insurance against financial hardship when the employee is unable to perform their duties due to illness or injury. The Employer has the right to expect regular attendance at work.

The Union and the Employer also agree that sick leave must be used and managed carefully to ensure that the sick leave benefit is available, affordable and sustainable in the long term.

The Union and the Employer acknowledge that a safe and healthy workplace is essential for the well-being of the employees and attendance at work.

High use of sick leave impacts employee morale, productivity, safety, the work environment and results in increased costs to the Employer such as replacement and overtime. Furthermore, staff shortages on shifts causes an increased workload on employees.

The primary objective of 'Conversion of Sick Days to Wellness Days' shall be to recognize the driving factors behind sick leave usage such as:

- **Increased complexity of residents needs**
- **Recruitment and Retention**
- **Workplace Harassment / Bullying**
- **Violence in the workplace**
- **Hours of Care**
- **Working Short Staffed**
- **Wellness**
- **Mental Health**

The Union and the Employer have an agreement that:

- **As per article 22.01(a), sick time will continue to be accumulated at a rate of 1.5 days per month of continuous employment up to a maximum of 240 working days.**
- **A maximum of 30 hours each calendar year of this accumulated time, for both Full-Time and Part-Time employees will be allocated to a separate sick time bank named Sick-Wellness**
- **Sick-Wellness time cannot be rolled over, instead, any unused Sick-Wellness time will be reallocated to the employee's sick-time bank as of the first pay period of the new calendar year.**
- **Employees with zero balance in their sick bank are not entitled to Sick-Wellness time until they begin to accumulate a positive sick-time balance.**
- **All of Article 22 will apply to Wellness time, except for 22.03.**

Note: this will take effect on January 1st, 2024.

DATED at Fredericton, New Brunswick, this _____ day of _____, 2025.

FOR THE UNION:

FOR THE EMPLOYER:

Sharon Teare