

2019-2023

AGREEMENT • CONVENTION

between • entre

THE NEW BRUNSWICK NURSES' UNION

LE SYNDICAT DES INFIRMIÈRES ET
INFIRMIERS DU NOUVEAU-BRUNSWICK

and • et

THE NEW BRUNSWICK ASSOCIATION
OF NURSING HOMES

L'ASSOCIATION DES FOYERS DE SOINS DU
NOUVEAU-BRUNSWICK INC.

EXPIRES: December 31, 2023 • DATE D'EXPIRATION : le 31 décembre 2023

The New Brunswick
Association of
Nursing Homes Inc.



L'Association des
foyers de soins du
Nouveau-Brunswick Inc.



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Nursing Homes Inc.



L'Association des
foyers de soins du
Nouveau-Brunswick Inc.



COLLECTIVE AGREEMENT
 BETWEEN
BRIDGEVIEW HALL LOCAL UNION
 THE YORK MANOR REGISTERED NURSES LOCAL UNION
 LA VILLA DU REPOS LOCAL UNION
VILLA RENAISSANCE NURSING HOME LOCAL UNION
 VILLA SORMANY LOCAL UNION
 LES RÉSIDENCES LUCIEN SAINDON LOCAL UNION
LOSIER HALL LOCAL UNION
 MILL COVE NURSING HOME LOCAL UNION
 FOYER NOTRE DAME DE LOURDES NURSING HOME LOCAL UNION
 CHURCH OF ST. JOHN AND ST. STEPHEN NURSING HOME LOCAL UNION
 FOYER STE-ELIZABETH LOCAL UNION
 CAMPBELLTON NURSING HOME LOCAL UNION
 ROCMAURA LOCAL UNION
 VILLA PROVIDENCE LOCAL UNION
 RESIDENCES MGR. CHIASSON LOCAL UNION
 CAMPOBELLO LODGE LOCAL UNION
 LINCOURT MANOR LOCAL UNION
 GRAND MANAN NURSING HOME LOCAL UNION
 VILLA DES CHUTES LOCAL UNION
 THE KENNETH E. SPENCER MEMORIAL HOME LOCAL UNION
 LES RÉSIDENCES INKERMANN LOCAL UNION
 PASSAMAQUODDY LODGE LOCAL UNION
 FOREST DALE HOME LOCAL UNION
 KENNEBEC MANOR LOCAL UNION
 FOYER NOTRE-DAME DE SAINT-LÉONARD LOCAL UNION
 WESTFORD NURSING HOME LOCAL UNION
 LOCH LOMOND VILLA LOCAL UNION
 CENTRAL NEW BRUNSWICK NURSING HOME LOCAL UNION
 JORDAN LIFECARE CENTRE LOCAL UNION
 VILLA ST-JOSEPH LOCAL UNION
 KIWANIS NURSING HOME LOCAL UNION
 VILLA BEAUSÉJOUR LOCAL UNION
 PINE GROVE NURSING HOME LOCAL UNION
 VILLA MARIA LOCAL UNION
 KINGS WAY CARE CENTRE LOCAL UNION
 TOBIQUE VALLEY MANOR LOCAL UNION
 VILLA CHALEUR LOCAL UNION
 TABUSINTAC NURSING HOME LOCAL UNION
 LES RÉSIDENCES JODIN LOCAL UNION
COMPLEXE RENDEZ-VOUS LOCAL UNION
FUNDY NURSING HOME LOCAL UNION
WAUKLEHEGAN MANOR LOCAL UNION
W.G. BISHOP NURSING HOME LOCAL UNION
WHITE RAPIDS MANOR LOCAL UNION
NASHWAAK VILLA LOCAL UNION

AND

BRIDGEVIEW HALL, MIRAMICHI, NB
 YORK CARE CENTRE, FREDERICTON, NB
 VILLA DU REPOS INC., MONCTON, NB
 DALHOUSIE NURSING HOME INC. (VILLA RENAISSANCE), DALHOUSIE, NB
 VILLA SORMANY INC., ROBERTVILLE, NB
 RÉSIDENCES LUCIEN SAINDON INC., LAMÈQUE, NB
SHANNEX RLC LTD. – LOSIER HALL, MIRAMICHI, NB
 MILL COVE NURSING HOME INC., MILL COVE, NB
 FOYER NOTRE-DAME DE LOURDES INC., BATHURST, NB
 CHURCH OF ST. JOHN AND ST. STEPHEN HOME INC., SAINT JOHN, NB
 FOYER STE. ELIZABETH INC., BAKER BROOK, NB
 CAMPBELLTON NURSING HOME INC., CAMPBELLTON, NB
 ROCMAURA INC., SAINT JOHN, NB
 VILLA PROVIDENCE SHÉDIAC INC., SHÉDIAC, NB
 RÉSIDENCES MGR. CHIASSON INC., SHIPPAGAN, NB
 CAMPOBELLO LODGE, WELSHPOOL, NB
 LINCOURT MANOR INC., ST. STEPHEN, NB
 GRAND MANAN NURSING HOME INC., GRAND MANAN
 GRAND FALLS MANOR INC - VILLA DES CHUTES, GRAND FALLS, NB
 THE KENNETH E. SPENCER NURSING HOME INC., MONCTON, NB
 RÉSIDENCES INKERMAN, INKERMAN, NB
 PASSAMAQUODDY LODGE INC., ST. ANDREWS, NB
 FOREST DALE HOME INC., ALBERT, NB
 KENNEBEC MANOR, SAINT JOHN, NB
 FOYER NOTRE-DAME DE SAINT-LÉONARD INC., SAINT-LÉONARD, NB
 WESTFORD NURSING HOME, PORT ELGIN, NB
 LOCH LOMOND VILLA INC., SAINT JOHN, NB
 CENTRAL NEW BRUNSWICK NURSING HOME INC., BOIESTOWN, NB
 JORDAN LIFECARE CENTRE INC., THE GLADES, NB
 VILLA ST-JOSEPH INC., TRACADIE-SHEILA, NB
 KIWANIS NURSING HOME INC., SUSSEX, NB
 VILLA BEAUSÉJOUR INC., CARAQUET, NB
 PINE GROVE, FREDERICTON, NB
 VILLA MARIA INC., ST-LOUIS-DE-KENT, NB
 KINGS WAY CARE CENTRE INC., QUISPAMIS, NB
 TOBIQUE VALLEY MANOR INC., PLASTER ROCK, NB
 VILLA CHALEUR INC., BATHURST, NB
 TABUSINTAC NURSING HOME, TABUSINTAC, NB
 LES RÉSIDENCES JODIN INC., EDMUNDSTON, NB
COMPLEXE RENDEZ-VOUS INC. NEGUAC, NB
FUNDY NURSING HOME, BLACK'S HARBOUR, NB
WAUKLEHEGAN MANOR INC., MCADAM, NB
W.G. BISHOP NURSING HOME, MINTO, NB
WHITE RAPIDS MANOR INC., FREDERICTON JUNCTION, NB
NASHWAAK VILLA INC., STANLEY, NB

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ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 The purpose of this Agreement is to maintain mutually satisfactory relations between the Home and the Local Union to provide an equitable method of settling all differences and grievances that might arise, and to ensure efficient operation of services.

ARTICLE 2 – APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding upon the Union, the employees, the Employer, and supersedes any other verbal or written Agreement.

2.02 The parties hereto agree that the benefits, privileges, rights or obligations agreed to in this collective agreement are in lieu of the application of the *Employment Standards Act* as contemplated in S.4(2) of the Act.

ARTICLE 3 – DEFINITIONS

3.01 EMPLOYEE is a person employed by the Employer in the bargaining unit.

(a) FULL-TIME EMPLOYEE is a person who is regularly scheduled to work 37½ hours per week.

(b) PART-TIME EMPLOYEE is a person who normally works on a scheduled basis less than 37½ hours per week and at least fifteen (15) hours per week, and is confirmed in his/her position.

(c) CASUAL EMPLOYEE is a person who works on an irregular basis pursuant to sub-paragraph 4.06 (D) (iii) and (iv).

(d) Subject to Articles 4.06(a), 4.06(b), Article 27 and Article 30, nothing herein shall operate to change the status of an employee if at the time of hiring such employee was confirmed as a full-time, part-time or casual employee.

(e) TERM EMPLOYEE - Where a Home deems it necessary to hire an employee for a specific term, the Home and the Local Union may enter into a local agreement to that effect.

3.02 GRADUATE NURSE means a nurse who is a graduate of an approved School of Nursing and is entitled to practice under the *Act Respecting the Nurses Association of New Brunswick*.

3.03 REGISTERED NURSE means a nurse who is presently entered in the register kept pursuant to paragraph 11(1)(a) of the *Act Respecting the Nurses Association of New Brunswick*.

3.04 WEEKENDS shall mean any consecutive 48 hour period between 2300 hours Friday to 2400 hours Sunday.

3.05 PROMOTION means an appointment by the Home of an employee from one classification to another classification for which the employee is paid higher compensation.

3.06 WORK SCHEDULE means a written statement setting forth the days and hours upon which employees are normally required to work, and the days upon which employees are normally scheduled to be off work.

3.07 SENIORITY is the measurement of accumulated hours paid as an employee in the bargaining unit in the nursing home in which the employee is employed.

3.08 CLASSIFICATION means the Classification an employee holds as listed in Appendix "A" of this Agreement.

3.09 BARGAINING UNIT means the employees covered by Certification Order Number IRB1-8, IRB1-24, IRB1-39-77, IRB1-139-79, IRB1-21-80, IRB1-25-81, IRB1-38-81, IRB1-7, IRB1-8-83, IRB1-24-83, IRB1-1-84, IRB1-25-84, IRB1-17-86, IRB1-2-88, IRB1-14-88, IRB1-15-88, IRB1-4-89, IRB1-12-89, IRB1-21-89, IRB1-30-89, IRB1-2-90, IRB1-10-91, IRB1-15-92, IR-071-95, IR-098-97, IR-099-98, IR-101-98, IR-013-00, IR-039-01, IR-072-04, IR-007-04, IR-035-05, IR-042-06, IR-041-07, IR-007-08, IR-055-12, IR-020-14, IR-022-14, IR-033-15, IRB-1-21-80/IR-035-05, and IR-064-17 applies.

3.10 Throughout this Agreement words importing the masculine or feminine gender shall apply interchangeably.

3.11 SHIFT means, eight (8) consecutive hours of work including a lunch period. There shall be three (3) consecutive shifts in a twenty-four (24) hour period, namely day, evening and night shifts.

3.12 EMERGENCY means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

3.13 WORKING DAY means all days (other than Saturday, Sunday and Statutory Holiday).

3.14 UNION shall mean the New Brunswick Nurses Union.

3.15 LOCAL means a local organization of the New Brunswick Nurses Union.

3.16 LOCAL REPRESENTATIVE means an employee under this Collective Agreement appointed or elected by the Local to represent employees in presenting complaints or grievances to the Home.

3.17 HOME means an Employer as per respective Certification Orders.

3.18 SERVICE means actual hours paid directly by the employer. The maximum service in one (1) year is 1957.5 actual hours.

For the purpose of calculation for Articles 18 and 20, one (1) month service is $1957.5 \div 12$.

It is understood by the parties that all hours worked whether paid at straight time or overtime will count towards service.

3.19 FAMILY RESPONSIBILITY means situations of a non-emergency nature which have a quality of seriousness requiring the employee's personal attention.

ARTICLE 4 – PART-TIME EMPLOYEES

4.01 (a) Part-time employees shall receive the wage rates, conditions of employment, and benefits specified in this agreement on a pro-rata basis according to their hours of work.

(b) The all-inclusive rate of 13% replaces holidays, vacation and sick leave.

(c) The choice of pro-rata is optional for all part-time employees. Once a part-time employee has selected either pro-rata or all-inclusive they are bound to that decision for the duration of that collective agreement.

4.02 (a) A part-time employee shall be entitled to an annual increment as shown in Appendix “B” upon completion of each nineteen hundred and fifty-seven point five (1957.5) hours of work or multiples thereof.

(b) When a part-time employee becomes a full-time employee, all her hours worked shall be recognized in the determination of the employees entitlement to the annual increment as described in 4.02 (a).

4.03 A part-time employee who has completed her probationary period may make application to the Director of Nursing for a position on the full-time staff and shall be given preference in accordance with the provisions of 27.01 and 27.03 of Article 27. If the full-time position is within the same classification and department, no further trial period shall be required.

4.04 A leave of absence without pay shall be granted on a yearly basis for a period of at least two (2) weeks upon application not later than the time specified for full-time employees to apply for vacation to the Director of Nursing. The time this period shall be taken will be subject to the approval of the Home Administrator. Their entitlement for such leave of absence shall be as follows:

Hours worked from date of hire less than:	
1957.5 hours	2 calendar weeks,
1957.5 – 9787.5 hours	calendar weeks,
9787.5 – 39,150 hours	calendar weeks, and
39,150 hours or more	5 calendar weeks.

This clause applies only to employees paid the all-inclusive rate.

4.05 Part-time employees may apply for leave of absence.

4.06 (a) In accordance with article 16.04 all scheduled work shall be assigned to full-time employees and part-time employees.

(b) Part-time employees are hired and confirmed in part-time positions to work a specific number of scheduled shifts averaged over a four (4) or six (6) week period. A change from four (4) to six (6) weeks or vice versa, shall be mutually agreed to between the union and the Employer. This number of scheduled shifts will not be increased or decreased without mutual consent. It is understood that this will not affect the employer's right to initiate layoffs resulting from a lack of work.

(c) Part-time employees may apply, in writing, to work on a casual basis.

(d) Casual work assignments shall be distributed as follows:

(i) Casual work known to be available at the time of the posting shall be first offered to part-time employees who have applied to be on the casual call list and who are employed for that type of work in accordance with their seniority, subject to (ii).

(ii) Notwithstanding sub-paragraph (i) above, in nursing homes where the buddy system of scheduling is utilized, all work available in replacement of a full-time employee will first be offered to her part-time employee partner.

(iii) If there are no part-time employees available and capable of performing the work described in (i) and (ii) above, such work will be offered on an equitable basis to casual employees who are available and capable of performing the work.

Equitable offer shall include: calls, no answers, refusals and periods when the employee is unavailable.

(iv) (a) Casual work, being unpredictable and not known to be available at the time of the posting, shall be offered to casual employees for distribution on an equitable basis. Failing the availability of casual employees to perform this casual work, the casual work will be offered to those part-time employees who have placed their names on the casual call list. Part-time employees on the casual call list shall have the opportunity to be called by seniority for their casual work. Part-time employees who have applied in writing to work on a casual basis and casual employees shall (subject to (b) below) be required to report for work when requested.

- (b) A nurse may refuse an assignment of casual employment:
 - (i) for reasons of illness, provided she satisfies the employer of her condition;
 - (ii) for reasons of emergency provided she satisfies the employer of her need;
 - (iii) if she already has worked three (3) shifts in a one (1) week period.
- (e) For the purposes of this Article the seniority list shall be revised every four (4) months.

ARTICLE 5 – PROBATION

5.01 (a) All employees shall from the date of hire undergo a probationary period of seven hundred and fifty (750) working hours. A meeting, or meetings, shall be held during the probation for performance evaluation, feedback, and recommendations. At a minimum at least one meeting shall be held by the halfway point.

(b) The probationary period may be waived at the discretion of the employer. The probationary period may be extended at the sole discretion of the Employer for a further period of up to two hundred and fifty (250) working hours. If the probationary period is to be extended, the employer representatives shall discuss with the affected employee the reasons for the extension.

5.02 During their probationary period, employees shall benefit from all the provisions of this Collective Agreement including the Grievance and Arbitration procedures except in a case of the termination of their employment, which shall not be grievable nor referable to Arbitration.

ARTICLE 6 – RECOGNITION

6.01 The Employer recognizes the Bridgeview Hall Local Union, The York Manor Local Union, the Villa du Repos Local Union, the Villa Renaissance Local Union, Villa Sormany Local Union, Les Résidences Lucien Saindon Local Union, Losier Hall Local Union, Mill Cove Local Union, Le Foyer Notre-Dame de Lourdes Nursing Home Local Union, Church of St. John and St. Stephen Nursing Home Local Union, Le Foyer Ste. Elizabeth Home Local Union, Campbellton Nursing Home Local Union, Rocmaura Local Union, Villa Providence Local Union, Résidences Mgr. Chiasson Local Union, Campobello Lodge Home Local Union, Lincourt Manor Local Union, Grand Manan Nursing Home Local Union, La Villa des Chutes Local Union, Kenneth E. Spencer Memorial Home Local Union, Passamaquoddy Lodge Local Union, Les Résidences Inkerman Local Union, Forest Dale Nursing Home Local Union, Kennebec Manor Local Union, Foyer Notre-Dame de Saint-Léonard Nursing Home Local Union, Westford Nursing Home Local Union, Loch Lomond Villa Local Union, Central New Brunswick Nursing Home Local Union, Jordan Lifecare Centre Local Union, Villa St-Joseph Local Union, Kiwanis Nursing Home Local Union, Villa Beauséjour Nursing Home Local Union, Pine Grove Nursing Home Local Union, Villa Maria Nursing Home Local Union, Kings Way Care Centre Local Union, Tobique Valley Manor Local Union, Villa Chaleur Local Union, Tabusintac Nursing Home Local Union, Les Résidences Jodin Local Union, Complexe Rendez-Vous Local Union, Fundy Nursing Home Local Union, Wauklehegan Manor Local Union, W.G. Bishop Nursing Home Local Union, White Rapids Manor Local Union and Nashwaak Villa Local Union as the exclusive bargaining agent for all employees employed by the Employer to whom Industrial Relations Board Certification No. IRB1-8, IRB1-24, IRB1-39-77, IRB1-139-79, IRB1-21-80, IRB1-25-81, IRB1-38-81, IRB1-7, IRB1-8-83, IRB1-24-83, IRB1-1-84, IRB1-25-84, IRB1-17-86, IRB1-2-88, IRB1-14-88, IRB1-15-88, IRB1-4-89, IRB1-12-89, IRB1-21-89, IRB1-30-89, IRB1-2-90, IRB1-10-91, IRB1-15-92, IR-071-95, IR-098-97, IR-099-98, IR-101-98, IR-013-00, IR-039-01, IR-072-04, IR-007-04, IR-035-05, IR-042-06, IR-041-07, IR-007-08, IR-055-12, IR-020-14, IR-022-14, IR-033-15, IRB-1-21-80/IR-035-05 and IR-064-17 applies.

ARTICLE 7 – DISCRIMINATION

7.01 All parties agree that the *Human Rights Act* of the Province of New Brunswick as amended from time to time applies to this Agreement.

ARTICLE 8 – CONTINUANCE OF OPERATION

8.01 The Union and the Employer agree that there will be no strikes or lock-outs during the term of this Agreement.

ARTICLE 9 – MANAGEMENT RIGHTS

9.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE 10 – UNION SECURITY

10.01 (a) All new employees shall become members of the Union during their first month of employment.

(b) Employees who are members of or who become members of the Union shall maintain this membership in good standing as a condition of continuing employment. The Union recognizes that this clause does not impose an obligation on the Employer to dismiss or suspend an employee as a result of any disciplinary action imposed by the Union.

10.02 The Home shall deduct from the salary due each employee an amount equal to the regular monthly dues of the Union.

10.03 The sums deducted pursuant to this Article shall be remitted to the Treasurer of the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Home advised of the name and address of the Treasurer and the amount of monthly dues from time to time as changes occur. The monthly payment of deductions made shall be accompanied by a full list of employees, including hours worked, addresses, home phone numbers and email addresses (if applicable), as follows:

1. full-time employees;
2. part-time employees; and
3. casual employees

10.04 The Home shall indicate on each employee's T-4 slip the amount of dues paid by the employee during the previous year.

10.05 The Union agrees to indemnify and save the Home harmless from any liability or action out of the operation of this Article.

ARTICLE 11 – UNION REPRESENTATION

11.01 Each Local Union will inform the Home in writing of the name of the Local Union representative(s) who will service grievances on behalf of the members of the Bargaining Unit.

11.02 Local Union representatives shall not leave their jobs on Union business without giving an explanation for leaving and obtaining the Supervisor's permission in advance. Permission will not be unreasonably withheld. When resuming the regular work, each Local Union representative shall report to her immediate Supervisor and in the event of undue delay will give her a reasonable explanation of her absence.

11.03 Permission may be granted by the Home Administrator for Local Union meetings to be held on Home property. Such permission shall not be unreasonably requested nor withheld.

11.04 An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance provided that permission of the Employer's representative is first obtained. Such permission shall not be unreasonably requested nor withheld.

ARTICLE 12 – LABOUR MANAGEMENT COMMITTEE

12.01 A Labour Management Committee shall be established in the Home and shall have equal representation designated by the Local Union and Management. The Committee shall meet on the request of either party for the purpose of discussing matters of mutual concern. The meeting shall be scheduled by Management.

The Committee may make recommendations to the Local Union and to the Employer. Time spent by employees at meetings and in carrying out the functions of the Committee shall be paid at straight time of the employees' regular rate of pay notwithstanding Article 17.

12.02 On the request of either party a Provincial Union representative and a representative of the NBANH, may attend a meeting of both parties to discuss matters of mutual concern. All parties will be given reasonable notice prior to the meeting if such representatives are to be in attendance.

12.03 By mutual agreement between the Home and the Local Union, the Labour Management Committee and the Professional Practices Committee may be merged into a single Committee.

ARTICLE 13 – PROFESSIONAL PRACTICES COMMITTEE

13.01 (a) The Employer and the Local Union agree to establish a Professional Practices Committee.

(b) There shall be a Professional Practices Committee composed of the President of the Local Union and a representative of the Local Union and the Director of Nursing and a representative of Administration. The President of the Local Union and the Director of Nursing shall alternate as the Chairman. Employees shall not suffer loss of pay as a result of attending meetings or carrying out the functions of the Committee. If an employee is required to attend such meetings outside her normal working hours, she shall be compensated at the employee's regular hourly rate of pay.

(c) They shall meet to discuss all matters of concern between the parties. It is recognized that these concerns may be raised through verbal presentation and/or written documentation and that any information presented will be treated in a confidential manner by the members of the committee.

- (d) This Committee shall be responsible for:
 - (i) defining problems;
 - (ii) developing viable solutions to such problems;
 - (iii) recommending the proposed solutions to the Administrator of the Home.
- (e) This Committee shall be appointed within thirty (30) days of the signing of the Collective Agreement, shall meet within ten (10) days of its appointment, and thereafter shall meet on a regular basis and also hold such additional meetings as are required by either party.
- (f) This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the Home.
- (g) Any item unresolved for more than three (3) meetings:
 - (i) if a concern of the Employer, it shall be addressed, in writing, by the Local President;
 - (ii) if a concern of the Local, it shall be addressed, in writing, by the Administrator prior to the next regular meeting; or,
 - (iii) Notwithstanding (g) above, at any time, in the event that the Professional Practice Committee does not resolve a particular matter brought to its attention, the Committee or any member of the Committee may submit the matter and their observations in writing to the New Brunswick Association of Nursing Homes. The Association will then bring the matter to the attention of the Board of the nursing home and provide a response to the Committee on behalf of the Board within twenty (20) working days. The twenty (20) working day deadline may be extended by mutual agreement of the Parties.
- (h) Committee members shall not suffer a loss of regular pay whilst attending Committee meetings.
 - (i) Minutes shall be kept of all meetings.

13.02 All employees, as individuals or groups, may make representations to the Professional Practices Committee respecting concerns or complaints regarding workload and/or work environment. The Committee shall consider such representations and make recommendations concerning same.

13.03 A Provincial Nurses Union representative, and/or a Nursing Home Association representative, may be invited to attend these meetings on a consultative basis only. All parties will be given reasonable notice prior to the meeting if such representatives are to be in attendance.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 (a) Where an employee or a group of employees has a complaint or alleges that the Employer has violated any provision of this Agreement the employee(s) must, with or without the assistance of a Local Union official, discuss the matter with her immediate Supervisor within twenty (20) working days from the time the incident occurred giving rise to the complaint or alleged violation of the Agreement.

(b) If a difference of a general nature arises between the Union or its members and the Home concerning a complaint or an alleged violation of this Agreement and, due to its nature, is not properly the subject of an individual grievance, the Union shall submit a written grievance at the final level of the grievance procedure within twenty (20) working days after the Union has become aware of the circumstances giving rise to the grievance.

(c) The Employer may present a grievance where a difference arises between the parties relating to the interpretation, application and administration of this Agreement. Such grievance shall be presented to the Union and failing resolution of it, the Employer may submit the grievance to arbitration.

14.02 Where an employee or a group of employees alleges that the Employer has violated any provision of this Agreement and where the employee has the written consent of the Union, the following procedure shall apply:

STEP ONE: Within thirty (30) working days from the time the incident occurred giving rise to the grievance the employee may present her grievance in writing on the form approved by the Industrial Relations Board either by personal service or by mailing by registered mail to the person designated by the Home as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within fourteen (14) working days from the date on which she presented her grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within seven (7) working days from the expiration of the fourteen (14) day period referred to in Step One, the employee may present her grievance in writing either by personal service or by registered mail to the Administrator of the Home in which she works. Any proposed settlement of the grievance presented at Step One and any replies must accompany the grievance when it is presented to the Administrator. The Administrator acting with or on behalf of the Board of Trustees shall meet with the employee within fourteen (14) working days from the date on which she presented her grievance to the Administrator in an attempt to resolve the grievance. The Administrator shall reply to the employee within twenty (20) working days from the date of the meeting and if the employee does not receive satisfactory settlement of her grievance from the Administrator the employee may refer her grievance to Arbitration as provided in Article 15 hereof within twenty (20) working days of the date on which she should have received a reply from the Administrator or from the date on which she received an unsatisfactory reply.

14.03 In any case where an employee or a group of employees presents a grievance in person or in the case in which a hearing is held on a grievance at any level, the employee or group of employees may be accompanied by a representative of the Local and the Union.

14.04 The Home will advise the Local Union, in writing, of the names of the individuals involved in the grievance procedure within thirty (30) days of the signing of this Agreement.

14.05 GRIEVANCE PROCEDURE

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
STEP ONE	30 Working Days from the time the alleged grievance has arisen OR has come to her attention.	Person designated by the Home.	14 Working Days from receipt of written grievance.
STEP TWO	7 Working Days from receipt of reply OR date reply should have been received.	Administrator of the Home.	14 Working Days from receipt of written grievance to meet
ARBITRATION	20 Working Days from receipt of reply from final level OR date reply should have been received.		20 Working Days from meeting to reply.

14.06 Grievances concerning layoffs due to a reduction in the workplace shall be initiated at the final level of the grievance procedure and the parties may agree to any mutually acceptable expedited process to deal with grievance resulting from layoffs.

ARTICLE 15 – ARBITRATION

15.01 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an Arbitration Board. Within ten (10) days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two (2) arbitrators shall then meet to select an impartial Chairman.

(a) If the parties agree, the Board of Arbitration may consist of a single arbitrator.

15.02 Failure to appoint - If the recipient of the notice fails to appoint its nominee, or if the two (2) appointees fail to agree upon a Chairman within seven (7) days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

15.03 Board Procedure - The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairman is appointed.

15.04 Decision of the Board - The decisions of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairman 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.

15.05 Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to:

(i) reconvene the Board to clarify, but not to amend the decision which it shall do within three (3) days, or

(ii) provide written clarifications regarding the aspects of his/her decision on which the parties cannot agree, without reconvening the Board.

15.06 Expenses of the Board - Each party shall pay:

(i) the fees and expenses of the arbitrator it appoints;

(ii) one-half (½) the fees and expenses of the Chairman or single arbitrator.

15.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended in writing by consent of the parties to this Agreement. No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

15.08 Any grievance which does not proceed to arbitration for any reason within 18 months of initially being submitted shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end except where either party has made a written request for an extension.

15.09 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 16 – HOURS OF WORK

16.01 (a) The regular daily hours of work in each shift shall be seven and one-half (7½). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over a four (4) week period. Meal periods shall not be less than thirty (30) minutes each shift and shall not be considered hours of work.

(b) Any employee required by the Employer to work through her meal period shall be paid for such time at the overtime rate.

(c) Notwithstanding the above, an employee who is the only nurse on duty and required to remain in the Home for the entire shift shall be paid her current rate for her one half (½) hour lunch period and she shall adjust her lunch period, as circumstances require, and shall not be entitled to overtime pursuant to Articles 16.01(b) and 43.03 under these circumstances.

16.02 As far as Home requirements permit, each employee shall receive two (2) consecutive days off in each week unless otherwise agreed. This only applies to full-time employees.

16.03 (a) The Home shall try to provide one weekend off out of two (2) but will guarantee one (1) weekend off out of three (3). Should circumstances prevent the employee having the third (3rd) weekend off, she shall be compensated for the hours worked during that weekend at the overtime rate, unless it is otherwise agreed to reschedule the weekend.

(b) Where a Local believes that in any Home it is possible, within the existing resources to grant every second weekend off, where it is not being granted, the Local shall notify the Home of this belief. The Home and Local agree to meet at the Local level at the earliest possible date to discuss this matter and endeavor to work out a mutually agreeable solution. If no mutually agreeable solution is reached at the Local level, a Provincial Union Representative(s) and a Nursing Home Association Representative may be invited to attend further meetings on a consultative basis only.

(c) Overtime hours worked on a voluntary basis or casual basis worked on a weekend shall not entitle a nurse to the overtime rate for the subsequent regularly scheduled weekend.

16.04 Work schedules shall be posted in the appropriate department at least four (4) weeks in advance and shall cover a period of at least four (4) weeks. The Home shall make every reasonable effort to not change schedules once posted. The Home shall advise any employee of an intended change in her schedule as soon as it is known by the Home and at least forty-eight (48) hours in advance if a change is made in the schedule.

16.05 If advance notice is given, and with the approval of the Employer, employees may exchange shifts if there is no increase in cost to the Employer. Such approval shall not be unreasonably requested nor withheld.

16.06 (a) Where employees are required to work rotating shifts, such shifts shall be rotated equally among all employees, except that consideration shall be given to employee's requests for permanent evening or night duty. Employees requesting return to regular rotation shall be permitted to return.

(b) Employees required to work rotating shifts shall be scheduled to work the majority of shifts on day duty. There shall be a time period of at least sixteen (16) hours elapsing between shift change, unless otherwise agreed.

(c) No employee shall be required to change shifts more than once (1) during the same week. This does not apply to casual work.

16.07 (a) No employee shall be required to work more than seven (7) consecutive days (exclusive of overtime) without day(s) off.

(b) Unless due to an unforeseen emergency, no employee shall be required to remain at work for more than sixteen (16) consecutive hours. In all events where an employee was required to remain at work under this article, the Employer shall immediately complete the "Working beyond Scheduled Shifts" documentation before the employee begins working beyond that threshold.

16.08 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 pay shall be credited or deducted as a result of such change during the week such change takes place.

16.09 There shall be two (2) fifteen (15) minute rest periods per shift. Rest periods cannot be taken at the beginning or end of a shift or as an extension of the period allowed for meals.

16.10 The Home agrees to enter into discussions with the Local Union in an effort to improve existing work schedules. If a Local believes that, in any Home, it is possible within existing resources to improve existing work schedules, a Local shall notify the Home of this belief. The Home and Local agree to meet at the Local level at the earliest possible date to discuss this matter and endeavor to work out a mutually agreeable solution. If no mutually agreeable solution is reached at the Local level, a provincial union representative, a Nursing Home Association Representative may be invited to attend further meetings on a consultative basis only. The parties agree that these discussions will not be the subject matter of a grievance pursuant to Article 14.

16.11 Employees who report for work as scheduled and as posted on the bulletin board shall be permitted to work the scheduled shift.

16.12 The parties agree that a Nursing Home may implement compressed work week shift schedules provided that:

- (a) the administration of the Nursing Home agrees to implement and maintain the shift schedule, except as provided in 16.13;
- (b) the schedules operate in accordance with the Collective Agreement and the Addendum to the Collective Agreement except homes which now have a compressed work week agreement or homes which choose to develop a local compressed work week agreement.

16.13 If, in the opinion of the Nursing Home there are operational reasons for withdrawing the compressed work week schedule, in any nursing unit, the Nursing Home, the staff affected and the local shall meet at the earliest possible date and shall endeavor to develop a mutually acceptable solution prior to the Nursing Home introducing a change.

ARTICLE 17 – OVERTIME

17.01 Overtime must be authorized by the Home. However, in unforeseen circumstances, if the employee is unable to obtain authorization, she shall be compensated at the overtime rate by justifying the overtime within forty-eight (48) hours.

17.02 No employee shall be paid overtime more than once for the same hours so worked.

17.03 (a) Any work performed:

- (i) on a scheduled day off; (Full-time employees);
- (ii) in excess of seven and one-half (7½) hours in any one (1) day;
- (iii) in excess of thirty-seven and one-half (37½) hours in a week (averaged over a four (4) week period);

- (iv) in excess of seven (7) consecutive days (excluding overtime during those seven (7) days and casual employees and part-time employees working on a casual basis);
- (v) without sixteen (16) hours time off between shifts; (excluding circumstances where the employee works less than four (4) hours overtime at the conclusion of the first shift and excluding casual employees and part-time employees working on a casual basis);
- (vi) on days on which the employee's schedule was changed without forty-eight (48) hours notice (excluding casual employees and part-time employees working on a casual basis);
- (vii) during the second shift of a double shift;
- (viii) during an employee's weekend off (excluding casual employees and part-time employees working on a casual basis);
- (ix) during an employee's vacation; (full-time and pro-rated part-time employees shall have her vacation rescheduled);
- (x) on a scheduled holiday, (full-time and pro-rated part-time employees shall have their holiday re-scheduled); and
- (xi) on a non-scheduled holiday,

she shall have her holiday rescheduled (full-time employees only) shall be compensated by payment of one and one-half (1½) times the employee's current rate or one and one-half (1½) time off for each of the overtime hours worked. The employee shall choose the method of compensation however, if the Home is unable to give her the time off that she has requested within sixty (60) days, she shall receive pay for the overtime worked at the overtime rate. For the purpose of this article the accumulated time off will be taken in multiples of complete shifts.

(b) Any work performed by a full-time, part-time or temporary employee, excluding hours worked on a casual basis by a part-time and temporary part-time employee during an employee's paid vacation shall be compensated by the payment of the vacation day and the payment of two (2) times the employee's hourly rate or two times off for each of the overtime hours worked. The employee shall choose the method of compensation.

(c) Any work performed on a non-scheduled holiday with less than forty-eight (48) hours' notice shall be paid at twice (2) the employee's regular rate of pay and shall have her holiday rescheduled.

(d) Any work performed by an employee on December 25th and/or January 1, shall be paid at twice (2) the employee's regular rate of pay. If notice for such work is not given at least forty-eight (48) hours preceding the shift, then the employee shall receive pay at the rate of two and one-half (2 ½) times her regular rate of pay. Full time employees only shall have their statutory holidays rescheduled.

17.04 (a) Overtime shall be rotated equitably among the employees who are available and capable of performing the work.

(b) No employee shall be required to work a double shift without her consent except in an emergency.

17.05 The Employer shall not lay-off employees to avoid payment of overtime in accordance with Article 17.03.

17.06 All full-time and temporary employees working on a full-time basis; and all part-time and casual employees who have worked in excess of 37.5 hours in a week averaged over a four (4) week period shall be entitled to the following:

(a) When requested by the Employer to continue working immediately following the end of a shift of 8 hours or longer shall be compensated at a rate of two times (2x) their regular hourly rate for all hours worked immediately following the end of their original shift; and

(b) When requested by the Employer to work on a scheduled day off.

ARTICLE 18 – VACATIONS

18.01 (a) An employee who is not receiving the all-inclusive rate, on the final day of the vacation year, has seniority of:

(i) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1.25) days per month of service completed within the vacation year;

(ii) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1.25) days per month of service completed within the vacation year;

(iii) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of 1.66 days per month of service completed within the vacation year;

(iv) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of 1.75 days per month of service completed within the vacation year;

(v) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of 1.83 days per month of service completed within the vacation year;

(vi) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of 1.91 days per month of service completed within the vacation year;

(vii) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of two (2) days per month of service completed within the vacation year;

(viii) 39,150 hours or more shall be entitled to vacation with pay at her regular rate calculated on the basis of 2.08 days per month of service completed within the vacation year;

Such vacation to be taken during the following vacation year.

(b) Every eligible full-time employee shall be entitled to receive fifteen (15) consecutive days of vacation excluding days off. Unbroken vacation of over fifteen (15) days shall be subject to the Employer's approval.

(c) Part-time employees who become full-time employees during the vacation year shall be entitled to vacation with pay for each month of service completed as a full-time employee within the vacation year. The rate of accumulation of vacation with pay shall be based on the employee's seniority within the bargaining unit.

18.02 The vacation year shall be the period July 1st of each year to June 30th of the following year.

18.03 If one of the holidays referred to in Article 19 falls or is observed on a regular working day during an employee's vacation, she shall be granted an additional day's vacation.

18.04 An employee whose employment is terminated for any reason shall be paid an amount of money equivalent to one twelfth (1/12) of her annual vacation entitlement multiplied by the number of months of service completed since the beginning of the vacation year.

18.05 Vacations shall not be cumulative from year to year provided, however, that vacation entitlement may be carried over to a subsequent year. An employee who wishes to carry her vacation entitlement forward shall request the Home's permission to do so, in writing, prior to the expiry of the vacation year in which the employee ordinarily would take the vacation sought to be carried forward. Such approval shall not be unreasonably requested or withheld.

18.06 (a) Vacations may be taken at any time of the year and employees shall be given their choice of vacation periods according to their seniority within the bargaining unit. The Home reserves the right to schedule the vacation period for each employee consistent with the efficient operation of the service, however, once scheduled, the employee's vacation shall not be changed unless mutually agreed by the employee and the Home.

(b) The Home shall post no later than February 1st of each year a list on which employees will enter their choice of vacation. Employees shall have until April 1st to indicate their choice of vacation, which shall be granted in accordance with seniority, as stated on the January 15th list posted under Article 34.01(a). Approved vacation lists shall not be posted later than May 15th. After April 1st, vacation shall be scheduled on a first come first serve basis. The employee will be notified as soon as possible.

18.07 Employees proceeding on vacation may make application for any cheque(s) which would fall due on pay days occurring during that vacation and receive the same in advance. Such application must be received by the payroll office one (1) whole pay period prior to the pay period immediately preceding the date of commencement of vacation. This clause is not applicable where direct deposit is in place.

18.08 An employee who becomes sick for a minimum of three (3) days during her vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate, and she shall have her vacation days rescheduled at a later date.

18.09 Two (2) regularly scheduled days off shall be given either immediately preceding or immediately following vacations unless otherwise agreed.

ARTICLE 19 – HOLIDAYS

19.01 All employees shall receive one (1) day's paid leave for each of the following holidays each year:

- (a) New Year's Day;
- (b) Family Day;
- (c) Good Friday;
- (d) Easter Sunday;
- (e) the day fixed by proclamation of the Governor-General-in-Council for the celebration of the birthday of the Sovereign;
- (f) Canada Day (which shall be kept and observed on July 1);
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) the day fixed by proclamation of the Governor-General-in-Council as a general day of Thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day; and
- (m) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant- Governor of the Province of New Brunswick.

This benefit is to be pro-rated for part-time employees.

19.02 If a holiday falls on an employee's scheduled day off, she shall be given an alternate day off within sixty (60) days and such day shall be the employee's holiday, as per employee's request whenever possible. If the alternate day off is not given within sixty (60) days, payment shall be made at the overtime rate. By mutual agreement between the Home and the employee, the alternate day off may be scheduled at a later date. The alternate day off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed.

19.03 Clause 19.01 does not apply to an employee who is absent on an approved leave without pay on both the working days immediately preceding and immediately following the holiday.

19.04 Employees on approved leave of absence for Union business in accordance with Article 22.01 and 22.02 shall be eligible for holiday pay.

19.05 Each employee shall receive either Christmas Day or New Year's Day off, unless otherwise mutually agreed. Where an employee receives either Christmas Day or New Year's Day off, one (1) of the holidays listed in Article 19.01 or a regularly scheduled day off shall be scheduled so that the employee shall receive either December 24th and December 25th or December 31st and January 1st off without loss of pay. The employee may receive, as well, either December 26th or January 2nd off without loss of pay provided Home scheduling permits. Subject to operational needs and unless mutually agreed between the home and affected employees, employees shall alternate between receiving Christmas or New Year's off. For example, if the employee receives Christmas off one year, they shall receive New Year's off the following year.

If Home scheduling does not permit the Employer will discuss the matter with the Local Representative no later than December 1st in an effort to find a satisfactory solution.

19.06 (a) If an employee is scheduled to work on a holiday, she shall be paid at the overtime rate and in addition full-time and part-time pro rata employees shall have their holiday rescheduled.

(b) The overtime rate shall be paid for the shifts where one-half ($\frac{1}{2}$) or more than one-half ($\frac{1}{2}$) of the hours worked fall within 0001 hours and 2400 hours on the holiday. In such cases, the overtime rate shall be paid for the total hours worked.

19.07 Holidays scheduled on the celebrated day shall be rotated evenly among the nurses.

ARTICLE 20 – SICK LEAVE

20.01 (a) Each full-time employee in the bargaining unit shall accumulate sick leave credits at a rate of one and one-half (1½) working days per month of service completed up to a maximum of two hundred and forty (240) working days.

(b) Before July 31 of each year, the Nursing Home shall provide each employee with a sick leave credit bank, with a record of their sick leave credit accumulation. This record will include the number of sick leave credits (days/hours) utilized during the previous twelve (12) month period (July 1 to June 30) and the number of sick leave credits (days/hours) credited to the sick leave bank.

20.02 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave with pay; and
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits for a maximum of one (1) year.

20.03 An employee shall be granted sick leave with pay when she is unable to perform her duties because of illness or injury provided that:

- (a) such absences are reported as soon as possible to a person designated by the Home. The Home shall notify the Local President in writing of the person(s) designated;
- (b) she satisfies the Employer of this condition; and
- (c) she has the necessary sick leave credits.

20.04 (a) The Employer may request a medical certificate. If the Employer requests a medical certificate, such request shall be made during the employee's illness. An employee may be notified in advance on an individual basis that such a certificate will be required.

(b) Where an employee is required by the Employer to submit detailed medical certificates or reports pursuant to a required medical examination, the Employer shall be responsible for paying the direct cost of any such examinations, medical certification forms or reports.

20.05 An employee shall not be granted sick leave with pay during any period in which she is on leave of absence without pay, or under suspension.

20.06 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered for the purpose of the record of sick leave credits that the employee was not granted sick leave with pay.

20.07 Abuse of sick leave will result in disciplinary action up to and including discharge.

20.08 Sick leave shall be granted for medical diagnostic procedures or minor surgical procedures on an out-patient basis.

20.09 When a holiday as defined in Article 19 falls during the period while an employee is on paid sick leave, no deduction from the accumulated total of holidays shall be made for that day.

20.10 Where an employee is absent for part of his shift because of illness, deduction from sick leave credits shall be made in accordance with actual time worked.

20.11 Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours in accordance with clause 20.10. The employee shall notify the Home of the time of the appointment as soon as the appointment is confirmed. Where possible such notice shall be given seventy-two (72) hours prior to the appointment.

20.12 (a) An employee who has been employed for a period of

(i) more than two (2) years but less than six (6) years, and who has used her accumulated sick leave credit may be granted upon request advanced sick leave credits of up to fifteen (15) days;

(ii) six (6) years or greater, and who has used her accumulated sick leave credit shall be granted upon request advanced sick leave credits of up to fifteen (15) days.

(b) The advanced sick leave credits shall be paid back at the rate of one-half (½) day per month of credits earned upon return to employment.

(c) The total advanced sick leave credits shall not exceed fifteen (15) days at any one (1) time.

(d) An employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave credits which have not yet been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time she ceased to be an employee.

20.13 An employee returning to work following an absence from work of ten (10) days duration or more for reasons of illness or WHSCC shall, whenever possible and predictable, advise the Employer of her intention to return to work at least seven (7) days in advance.

20.14 Sick leave is only applicable to casual shifts which part-time employees have agreed to work on the schedule posted as per article 16.04.

ARTICLE 21 – ALCOHOL AND DRUG REHABILITATION

21.01 The Home recognizes that alcohol and drug abuse can be a health problem. An employee with an alcohol or drug problem must accept a program of rehabilitation. If the program necessitates the employee's absence from work, she may use her accumulated sick leave credits; however, if no sick leave credits are available, leave of absence without pay shall be granted.

21.02 If the employee is required to attend meetings with the Employer regarding her health problems, she may if she so requests be accompanied by a Union Representative.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 (a) Leave of absence without pay shall be granted to employees to attend Provincial Executive and Negotiating Committee meetings. Where possible, such leave will be requested at least two (2) weeks in advance of the date of the meeting.

(b) Leave of absence without pay may be granted for other Union business. The number of employees from any one (1) Home entitled to take leave at one time shall be at the discretion of the Home except in case of emergency, such leave should be requested at least two (2) weeks in advance of the date of the meeting.

(c) Leave of absence without pay for up to two (2) years shall be granted to a member of the New Brunswick Nurses Union elected or appointed to a full-time position with the Provincial Union or the Canadian Federation of Nurses Union. Such leave may be extended for further two (2) year leave or more at the request of the employee. Such requests shall not be unreasonably denied. Such leave shall be subject to the following conditions:

(i) at least sixty (60) days notice of intention to return to work shall be given to the Employer;

(ii) if the employee returns to work within two (2) years plus one (1) day of the granting of the leave of absence, then the employee shall be returned to her previously held position;

(iii) if the employee returns to work following an absence greater than two (2) years plus one (1) day, the employee shall be returned to a bargaining unit position, with her previous employment status in accordance with her seniority;

(iv) any period of orientation required will be paid by the Home and the Union will reimburse the Home;

(v) during the period of leave the employee may, if permissible under the relevant plan, continue her contributions, and, as well, pay those of the Employer;

(vi) the employee's seniority shall continue to accrue;

(vii) Article 22.02 is not applicable.

22.02 Except for leave under Article 22.01(c), the Home shall maintain the full salary and benefits of the employee during the leave of absence for Union business. The Union shall reimburse the Home upon receipt of the invoice. Reimbursement will include Employer's share of negotiated benefits and government benefits as specifically set out in the invoice.

22.03 When an employee has been granted leave of absence without pay, except under Article 22.01, her seniority is retained but not accumulated and her anniversary date is advanced accordingly.

22.04 When an employee has used up her accumulated sick leave, leave of absence without pay for a period not to exceed six (6) months shall be granted. A further period of leave of absence without pay may be granted. The Employer may require documentation specified in Article 20.07. The employee shall be returned to the previous held position. If the position has been abolished, then she shall be placed in an equivalent position.

22.05 Bereavement Leave

(a) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's spouse (including common-law), child, 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, the bereavement leave will commence on the next day.

(b) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's brother, sister or grandchild, 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, the bereavement leave will commence on the next day.

(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, or relative living in the household, without loss of pay up to a maximum of three (3) consecutive calendar days, one (1) of which must be the day of the funeral, memorial service or other commemorative gathering, or the 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 up to a maximum of one (1) calendar day to attend the funeral, memorial service or other commemorative gathering, or the interment.

(e) Where the employee is bereaved but is not eligible for bereavement leave or her entitlement is not adequate for her needs, she may apply for leave under the provision of clause 22.07 and her request will be given sympathetic consideration.

(f) Paid bereavement leave will apply to the employee's scheduled shifts, scheduled during the bereavement period(s) identified above.

(g) In the event of the death of a person listed in subparagraphs (a) and (b) during an employee's vacation, the employee shall be granted bereavement leave in accordance with sub-paragraph (a) and (b), and shall have her vacation days rescheduled at a later date.

22.06 Disciplinary action may be taken for failure to report to work upon termination of leave of absence.

22.07 Leave of absence with pay or without pay for reasons other than those stated above may be granted at the discretion of the Administrator after application to the Director of Nursing, and the employee shall receive a written reply.

22.08 Employees attending meetings called by the Home shall not suffer loss of pay.

22.09 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 at a mutually agreed time to replace that portion of the shift for which the employee was prevented from reporting for duty, by working at the end of her regular shift on that day or at a mutually agreed time, by use of accumulated statutory holiday, accumulated overtime or accumulated vacation, or by working on one (1) of her regular days off or statutory holidays if staffing patterns permit.

22.10 (a) When an employee is summoned for jury duty, or subpoenaed at the request of the Home as a witness before the NANB or an Arbitration Hearing or subpoenaed as a witness before a judicial tribunal in connection with their Home duties, she shall be paid by the Home the difference between her regular hourly salary rate for the number of hours she otherwise would have been scheduled to work and the daily jury duty or witness fee paid. This benefit does not apply to casual employees except when called as a witness by the Home.

(b) If an employee is subpoenaed by the Nursing Home as a witness in connection with her Nursing Home duties on her:

- (i) day off,
- (ii) vacation, or
- (iii) holiday,

the employee will be compensated at the regular daily rate and shall have her day off, vacation or holiday rescheduled by the Home. Such compensation shall not affect her normal rate of pay or benefits for other hours worked such as the payment of overtime. Any witness fee paid to the employee shall be returned to the Home.

(c) When an employee is subpoenaed or requested by the Union, to testify at an Arbitration Hearing or any NANB proceeding, the Union shall reimburse the Home, which has maintained the full salary and benefits of the employee in accordance with Article 22.02 during such absence, upon receipt of a Home invoice.

22.11 An employee may be granted five (5) floating days off without pay each calendar year and will notify her supervisor at least twenty-four (24) hours in advance except in the case of an emergency, and shall state she wants a floating day off.

22.12 Any employee returning to work following a leave of absence, ie. sickness or a leave of absence with or without pay of ten (10) days duration or more must advise the Employer of her return to work at least forty-eight (48) hours before the first day on which her work is to commence.

22.13 Full-time employees shall have the right to apply for a leave of absence with pay of up to three (3) days per calendar year (two (2) days for part-time employees and one (1) day for casuals) in the case of an emergency as defined in Article 3.12 and/or family responsibility, as defined in Article 3.19. Such leave will not be unreasonably withheld. This leave is available to casual employees for previously scheduled shifts.

22.14 All requests for leaves of absence under this article shall be responded to by the Employer within 21 days.

22.15 Domestic Violence Leave

(a) An Employee who has been subjected to domestic violence may require time off from work to address the situation and shall be entitled to leave of absence in accordance with the provisions of the *Domestic Violence, Intimate Partner Violence or Sexual Violence Leave Regulation* under the *Employment Standards Act*.

(b) Personal information concerning domestic violence will be kept confidential by the Employer.

(c) The Employer will provide access to annual training regarding how to properly identify and respond to issues of domestic violence.

22.16 Quarantine Leave - No employee shall suffer a reduction in salary when absent from work because of a quarantine order by a Medical Health Officer/Employer.

ARTICLE 23 – EDUCATIONAL LEAVE

23.01 The Homes recognize the desirability of encouraging education and shall grant leave of absence for such purposes as recommended by the Director of Nursing and approved by the Administrator.

23.02 (a) Employees recommended by the Local Union and authorized by the Home to attend professional meetings and workshops shall be granted leave of absence without loss of pay unless otherwise mutually agreed.

(b) When a nurse attends any meetings or workshops at the request of the Employer, or any education session mandated by the nursing home, the Employer will cover the cost of the session. The nurse should be paid an amount equivalent to her regular rate of pay. Where reasonable and practicable the nurse shall be required to attend any remaining hours in a shift she may have been scheduled to work.

23.03 (a) The parties of this Agreement share a desire to improve professional standards by giving employees the opportunity on occasion to participate in seminars, workshops, short courses or similar outservice programs to keep up to date with knowledge and skills in respective fields. The Homes shall share and circulate among the nurses information on educational opportunities in a timely fashion.

(b) An employee may apply at any time for professional development under this clause setting out the nature of the proposed program of work and the location and duration of the proposed program of work along with such information as may be required.

(c) Each Home agrees to support the creation of an Education Fund to be administered by the New Brunswick Nurses Union and the Employer. Each Home shall contribute the amount of eighty-five dollars and twenty-three cents (\$85.23) per each full-time equivalent position per fiscal year to the New Brunswick Nurses Union in support of the Education Fund. The full-time equivalence are to be calculated by the homes and reported to NBNU on April 1 of each year.

Such funds shall be used to reimburse employees for education expenses including books, tuition, travel expenses and other related costs. The fund will not be used to substitute for or subsidize existing programs. This committee will meet at least three (3) times per year.

23.04 The Union shall provide to the New Brunswick Association of Nursing Homes a detailed statement of expenditure of the Education Fund by April 1st of each year.

ARTICLE 24 – MATERNITY AND ADOPTION LEAVE

24.01 Employees entitled to maternity leave shall be permitted to use ten (10) days of their accumulated sick leave credits while on maternity leave.

24.02 An employee who becomes pregnant shall notify the Home, in writing, of her request for maternity leave at least fifteen (15) weeks prior to the expected delivery date. This leave may commence prior to the anticipated delivery date but not later than the date of delivery.

24.03 Where an employee submits a medical certificate to the Home stating that her health so requires, sick leave in accordance with Article 20 shall be granted prior to the commencement of the requested maternity leave under Article 24.02.

24.04 Subject to Article 24.06, the Home may direct an employee who is pregnant to proceed on maternity leave at any time, where, in its opinion, the interest of the institution so requires.

24.05 (a) (i) The total number of weeks an employee is eligible for maternity leave may be shortened, at the discretion of the employee.

(ii) An employee may request leave without pay following completion of her maternity leave. Requests for such leave shall be presented at least four (4) weeks prior to the expiry of maternity leave. Only in exceptional circumstances, which have been identified to the employee, may such requests be denied.

(b) An employee returning to work from maternity leave shall be reinstated to her previously held position.

24.06 During the seventeen (17) weeks of the maternity leave, the employee may continue participation in the benefit plans provided through Articles 44, 45 and 46 of the Collective Agreement. When the employee requests to continue contributions to the benefit plans, the Employer shall also continue the required contributions to the benefit plans during the period of the maternity leave, provided the employee submits postdated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

24.07 On the occasion of the birth of a child by an employee's spouse (including common-law), an employee shall be granted, on request, special leave with pay to a maximum of two (2) days during the confinement of the spouse. The leave shall be deducted from the employee's accumulated sick leaves.

24.08 Supplementary Unemployment Benefit Plan (Effective January 1, 2010)

(a) An employee with one (1) year's seniority 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/adoption leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

(b) In respect of the period of maternity/adoption leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity/adoption leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been received during this period.

(c) "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity/adoption leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime, or any other form of supplementary compensation.

(d) An applicant under (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.

(e) Where both parents are employed at the Nursing Home, the adoption leave may be shared between parents, however, only one parent will be eligible to receive Supplemental Benefits (SUB) plan benefits.

24.09 Child Care Leave

(a) Upon notification, at the earliest opportunity, by the employee:

- (i) who is the natural parent of a newborn or unborn child; or
- (ii) who is adopting or has adopted a child,

the Employer shall grant the employee a leave of absence without pay for sixty-two (62) consecutive weeks, or such shorter period as the employee indicates, so as to enable the employee to care for the child.

(b) A leave of absence granted under Article 24.09(a) shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and ends no later than seventy-eight (78) weeks after that date. The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the Employer and employee agree otherwise. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.

(c) An employee returning to work from Child Care Leave shall be reinstated to her previously held position.

(d) While on child care leave, the employee may, if permissible under the relevant plan, continue contributions, including that of the Employer, for benefits provided through Articles 44, 45 and 46 of the collective agreement, during the period of such leave.

(e) If both the adopting parents are nurses, the parent other than the parent requesting a leave under Article 24.09(a) shall be granted upon request two (2) days leave with pay. Such leave shall be extended on request up to a maximum of an additional four (4) days without pay.

24.10 The total number of weeks an employee may be away from the work place under the provisions of Article 24 shall not exceed seventy-eight (78) weeks. Prior to her leave, the employee shall notify the employer of the total number of weeks she intends to be away from the workplace under the provisions of this Article. In the event the employee wishes to shorten the leave she shall provide 21 day's notice.

24.11 An employee who is granted Child Care Leave shall not lose her seniority and shall accumulate seniority up to a maximum of sixty-two (62) weeks on the basis of what her normal regular hours would have been.

24.12 Employees who are adopting a child may apply for leave without pay prior to the adoption date for up to 20 days per adoption. This leave may be taken intermittently for the purpose of adoption courses, adoption suitability evaluations, and completion of legal processes.

ARTICLE 25 – SALARIES

25.01 (a) Recognition & Retention Premium – The Employer shall provide to employees in the bargaining unit who present confirmation of active registration as a registered nurse, an adjustment on the employee’s regular rate of pay, as of the date at which the employee reached that milestone, in accordance with the Letter of Intent and Recognition and Retention Premium.

15 years – 1.0%

25 years – 5.0%

Notwithstanding the Employer’s policy on leave without pay, employees with 25 years of active registration as a Registered Nurse may apply for up to five (5) days of leave without pay per year. The Employer may grant the leave of absence considering the:

- Employment and attendance record of the employee requesting the leave of absence; and
- Balances in statutory holiday, time back and vacation banks (available and accrued).

Note: for the initial implementation of the new 15-year premium, employees with 15 or more years and less than 25 years of active registration as a Registered Nurse on the date of signing of the collective agreement will be eligible for the 1% premium effective date of signing of the collective agreement.

(b) The salaries for employees covered by this Agreement are set forth in Appendix “B” of this Agreement.

25.02 A full-time employee shall be entitled to an annual increment as shown in Appendix “B” upon completion of each 1957.5 regular paid hours or multiples thereof. For the purpose of providing anniversary increases, the anniversary date of hire shall be considered to have moved to the first (1st) day of the pay period in which the anniversary date falls.

25.03 In case of promotion, the employee shall be paid at the same step of the salary scale of the promoted position as she was paid at in her previous position.

25.04 (a) Shift Differential:

(i) The shift differential for the evening shift shall be two dollars and ten cents (\$2.10) per hour.

(ii) The shift differential for the night shift shall be two dollars and sixty cents (\$2.60) per hour.

(b) Weekend premium: A weekend premium shall be paid for all hours worked on any shift where the majority of the hours on that shift fall between 1900 hours Friday to 0700 hours Monday and shall be two dollars eighty-five cents (\$2.85) per hour.

25.05 Assignment of Salaries – Except in cases which have received prior approval of the Home, no employee shall make an assignment of her pay to any third party.

25.06 (a) Employees who transfer their status from full-time to part-time shall maintain the same Step in the salary range which they were paid when employed on a full-time basis.

(b) Employees who transfer their status from part-time to full-time shall maintain the same Step in the salary range which they were paid when employed on a part-time basis.

25.07 The salary scale applicable to a registered nurse (RN) shall be paid by the Home from the date of first employment or from the date shown on the certificate of registration of the graduate nurse, whichever is later.

25.08 If a new classification comes within the scope of the Bargaining Unit, wage rates shall be negotiated between the parties hereto but all other conditions and terms of this Agreement shall apply.

25.09 At the time of hire, an employee shall have their relevant work experience, including any international experience, allowed in determining their level in the salary scale. For greater clarity, “relevant work experience” shall include any and all previous work experience that is relevant for the job posting. Where by oversight of the employee or the Employer the level of salary has not been set appropriately at the time of hire, the Employer will be responsible for no more than three (3) months of retroactivity. The Employer agrees to advise the employee in writing at the time of hire of the terms of this Article.

25.10 Any work done in the Bargaining Unit shall be paid at the rate set forth in Appendix “B” of the Agreement.

25.11 Allowance for Uniforms or Professional Association Registration Fees

Effective January 1, 2022, each employee who has worked a minimum of 978.75 hours during the previous calendar year shall be entitled to an annual sum of two hundred and fifty dollars (\$250) which the employee can use, at their discretion, either towards the purchase of uniform items (black and white uniforms or appropriate footwear) or towards their professional association registration fees. This amount shall be paid by March 1st each year.

ARTICLE 26 – PAYROLL PERIOD

26.01 The Employer will maintain a bi-weekly levelled pay period for full-time employees.

26.02 When the regular pay day falls on a holiday, pay day shall be the last banking day prior to such holiday.

26.03 The Employer will make available the pays of employees assigned to the evening and night shifts as they come off duty. This clause will not be applicable where the employee has chosen direct deposit.

26.04 The Employer will make the pays available from 09:00 to 16:00 hours on pay day. This clause will not be applicable where the employees have chosen direct deposit.

26.05 If pay day falls on an employee's day off her pay will be made available on the previous day if it is prepared. This clause will not be applicable where the employees have chosen direct deposit.

26.06 If an error in excess of fifty (\$50.00) dollars net pay occurs in an employee's pay, it will be rectified by the Home by the end of the next business day following the request.

26.07 Direct Deposit - The 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* or the *Credit Union Deposit Corporation*.

ARTICLE 27 – VACANCIES, POSTINGS, AND PROMOTIONS

27.01 (a) When any vacancy occurs or a new position is created within the Bargaining Unit, the Home shall, within seven (7) calendar days, post a notice of the position on the bulletin boards for a minimum of fourteen (14) calendar days. A copy of the notice shall be sent to the Local Union.

(b) For any subsequent postings related to vacancies created by the filling of the initial position, the Employer shall post a notice of the position for a period of seven (7) days.

27.02 The notice of posting referred to in Article 27.01 shall contain the following information:

- (i) duties of the position;
- (ii) nursing qualifications required;
- (iii) hours of work; and
- (iv) salary.

The job requirements as determined by Management must be relevant to the position.

27.03 Vacancies and new positions including promotions shall be filled on the basis of seniority in the Bargaining Unit within the Home concerned provided the senior applicant possesses the nursing qualifications to perform the job.

27.04 The successful applicant shall be placed on a trial period in the new classification for three (3) calendar months.

27.05 If, in the opinion of the Home, the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee requests to return to her former position within eight (8) weeks of transferring to the new position, she shall be returned to her former position without loss of seniority and at the salary of her former position, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to her former position without loss of seniority.

If an employee does not complete the trial period or chooses to return to her former position, the Employer shall fill the vacancy from the original list of applicants who applied for the position unless the trial period is not completed within four (4) months of the initial award posting.

27.06 When an employee, who has become incapacitated, by handicap or illness, or through advancing years or temporary disability or pregnancy, is unable to perform her regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with her disability, capacity or age. The Employer shall not displace any other employee, except a probationary employee, from her position in order to effect this relocation.

ARTICLE 28 – TEMPORARY ASSIGNMENTS

28.01 (a) Temporary assignments shall be filled according to the terms of Article 27.03.

(b) Upon completion of the temporary assignment, the employee shall return to her former position.

(c) Every employee assigned to a position of higher classification shall be eligible for extra pay and such shall apply to all eligible employees who assume all or substantially all the responsibility of the higher rated position.

28.02 An employee regularly performing the duties of a higher classification shall be paid at her step in the higher classification.

28.03 Where a position is temporarily vacant for any period, the Employer shall not assign more than one (1) employee for the purpose of avoiding payment of temporary assignment pay.

28.04 A member of the bargaining unit who is requested to relieve in a non-bargaining unit management position for a period of one (1) year or less shall retain her seniority and continue to accumulate seniority while she is in such a position. Following a maximum period of one (1) year in such a position the employee's seniority shall be retained but not accumulated.

28.05 When a temporary assignment occurs within the bargaining unit and it is known in advance to be for a period in excess of three (3) months, it shall be filled according to the terms of Article 27.03. If the assignment is for a period of three (3) months or less, the Home shall then have the right to make the appointment. A maximum of two (2) postings may result from a temporary assignment: (1) the posting to fill the originating temporary assignment, and (2) the subsequent posting.

28.06 Notwithstanding Article 28.05, maternity leaves, regardless of length, shall be posted and filled in accordance with the terms in Article 27.03. Vacancies resulting from the initial posting are not required to be posted.

ARTICLE 29 – EVALUATION, SUSPENSION AND DISCHARGE

29.01 (a) No employee shall be suspended without pay or discharged except for just cause.

(b) At the request of the employee, a Local representative may be in attendance when such matters of suspension or discharge are being discussed with the employee.

(c) There shall be no undue delay in management function due to an employee exercising their rights under this article.

29.02 Where an employee is suspended without pay or discharged, the Home shall, within five (5) calendar days of the suspension or discharge, notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.

29.03 When an employee alleges that she has been suspended or discharged in violation of Clause 29.01, she may within twenty (20) working days of the date which she was notified in writing of her suspension or discharge as required by Clause 29.02, invoke the grievance procedure including Arbitration as set out in this Agreement, and for the purposes of a grievance alleging violation of Clause 29.01, shall lodge her grievance at the final level of the grievance procedure.

29.04 Where as a result of a formal assessment of employees' performance, the performance of an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the form in question to indicate that its contents have been read and understood. The employee's signature shall serve as evidence that the requirements and intent of this clause have been satisfied, and not as evidence that he agrees or disagrees with the assessment.

29.05 The Employer agrees not to introduce as evidence in a hearing, relating to disciplinary action, any document from the file of an employee, the existence of which the employee was not aware six (6) working days prior to the time of said hearing.

29.06 A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of eighteen (18) months (not including unpaid leave) after the disciplinary action has been taken, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

29.07 Where it is determined that an employee has been suspended without pay or discharged in violation of Clause 29.01, that employee shall be immediately reinstated in her former position without loss of seniority or any other benefit which would have accrued to her if she had not been suspended or discharged. One of the benefits which she shall not lose is her regular pay during the period of suspension or discharge which shall be paid to her at the end of the next complete pay period following her reinstatement.

29.08 Upon request an employee shall be given an opportunity to read and make a copy of any document in her personal file relating to any disciplinary notation or action taken against her.

ARTICLE 30 – LAYOFF AND RECALL

30.01 The parties recognize that it may become necessary for the Nursing Home to reduce or downsize its nursing staff. This activity, workforce adjustment, may or may not result in a nurse(s) being laid off.

It is the intention of the parties to avoid disruption to staff, disruption to the operation of the Home and layoffs whenever possible. However, in the event of the necessity to reorganize the nursing staff, the following principles will be followed.

30.02 At the time that the Employer anticipates the requirement for a workforce adjustment notice thereof shall be given to the Local Representatives and within ten (10) working days of the notice the Employer shall meet with the Local's representatives to discuss the implementation of the workforce adjustment based on the following procedures:

30.03 Displacement

(a) An employee who is affected by a work adjustment within the Home, upon receiving notification that her position is being affected by the workforce adjustment, shall be entitled to claim the position of any other employee subject to the following conditions:

- (i) that such other position is held by an employee with less seniority,
- (ii) that the employee claiming the position has the necessary nursing skills to perform the job.

(b) An employee who is displaced by another employee in accordance with this clause may displace another employee on the same terms and conditions.

- (c) The displacing nurse will assume the employee status (i.e. full-time or part-time) of the nurse whom she displaces.
- (d) Should a full-time nurse displace a part-time nurse, she shall be entitled to recall, in accordance to the provisions of Article 30.06 to 30.12 below, for the balance of her regular full-time hours.
- (e) Through the displacing exercise a part-time employee may only displace another part-time employee, except in the case where there are no part-time employees with less seniority. Then, the part-time employee may displace a less senior full-time employee's hours up to her regular specific number of scheduled shifts established in accordance with Article 4.06(b).
- (f) The employee affected by work adjustment may also agree to the layoff.
- (g) In exercising options under this sub-article, an employee cannot displace an employee to increase her number of regular hours.
- (h) Employees shall have forty-eight (48) hours, exclusive of weekends or holidays, after notification to exercise their rights under this sub-article.
- (i) The seniority hours as of the date of notification of displacement rights will be applied.

Should the above activity result in a surplus of nurse(s), the affected nurse(s) shall be laid off in the following fashion:

30.04 Layoff

- (a) Subject to the right of the Home to retain employees with the nursing skills necessary for the safe operation of the Home, layoffs shall be in reverse order of Home seniority.
- (b) Except in cases of emergency, layoffs due to lack of work or a reduction in all or some of an employee's regular hours will only take place after the employees affected and the Local Union have been given a minimum thirty (30) days' notice. The parties shall meet at the request of either party to discuss the impending layoff.
- (c) The seniority hours as of the date of notice of layoff will be applied.

30.05 A layoff will be a termination of employment, or in the case of a reduction in the employee's regular hours, a confirmation of the reduced status and recall rights will lapse at the first occurrence of:

- (i) refusal of recall to a permanent position at the Home;
- (ii) expiration of eighteen (18) consecutive months from the date of layoff;
- (iii) acceptance of a recall to a permanent position at the Home providing their regular complement of committed hours worked prior to layoff.

30.06 Recall - In the event of recall, employees shall be recalled in the reverse order of layoff.

30.07 An employee entitled to recall shall return to the service of the Home within two (2) weeks of notice of recall. Failure to report within two (2) weeks of recall will result in loss of recall rights.

30.08 (a) A full-time employee may be recalled to a full-time or part-time position. If recalled to a part-time position, the former full-time employee shall retain her recall rights to a full-time position not to exceed the eighteen (18) month recall period.

(b) A part-time employee may be recalled to a part-time position or to the equivalent number of hours from an available full-time position.

(c) The seniority hours as of the time of recall shall apply.

(d) If no recall is available during the eighteen (18) month period, the employee(s) on the recall list shall, if they indicate in writing prior to the end of the eighteen (18) month period, be considered casual employees maintaining their previously accumulated seniority.

30.09 (a) All casual work available in the Nursing Home normally distributed through Article 4.06(d) will be offered initially on the basis of seniority to nurses on the recall list, provided that:

(i) she has indicated her availability, in writing, for casual work,

(ii) the offer does not constitute additional costs to the Home or evoke an overtime situation, and

(iii) the offer does not provide the laid off employee with more than her regular complement of committed hours averaged over a four (4) week period.

Once the employees on the recall list have received their regular complement of committed hours over the four (4) week period, Article 4.06(d) shall be reactivated to distribute the available casual work.

(b) A nurse on the recall list may refuse an assignment of casual work:

(i) for reasons of illness provided she satisfies the Employer of her condition,

(ii) for reasons of emergency provided she satisfies the Employer of her need,

(iii) if she has already worked her regular complement of committed hours.

30.10 Acceptance or refusal of casual or temporary work shall not increase the period of recall nor interfere with the recall rights of the employee.

30.11 This article shall apply to full-time and part-time employees only.

30.12 It is the responsibility of the employee to keep the Employer informed of her current address.

30.13 In the operation of this article, a Provincial Union representative and a representative of the NBANH are entitled to attend any joint meetings on a consultative basis.

ARTICLE 31 – TERMINATION OF EMPLOYMENT

31.01 All employees shall give the Home as much notice as possible with a minimum of four (4) calendar weeks' written notice of intention to resign. Failure of the employee to give notice or failure to work any scheduled work day during the term of notice will result in forfeiture of one (1) day's pay for each day not worked from monies owing to the employee. The application of this Article will be waived for any reason deemed justifiable by the Home.

31.02 The Home shall give all employees three (3) calendar weeks written notice of termination of employment. This requirement does not apply to employees discharged for just cause.

31.03 Failure of the Home to give notice as outlined above will result in the employee receiving pay for each day she was not allowed to work.

31.04 In cases of emergency, the time limits specified in Clauses 31.01 and 31.02 above may be varied by mutual agreement between the employee and the Employer.

ARTICLE 32 – RETIREMENT

32.01 If an employee chooses, she may retire at fifty-five (55) and shall receive pension benefits as defined in the Pension Plan in which she is enrolled.

32.02 The normal retirement age shall be as defined in the Pension Plan.

ARTICLE 33 – RETIREMENT ALLOWANCE

33.01 (a) Where an employee having seniority of five (5) years or more:

- (i) retires in accordance with Article 32;
- (ii) has her employment terminated due to disability or death;
- (iii) is laid off subject to Clause 34.04;

the Home shall pay such an employee or beneficiary a retirement allowance equal to five (5) days pay for each full year of seniority but not exceeding one hundred and twenty-five (125) days pay at the regular rate of pay.

When an employee retires due to disability and is under the age of fifty-five (55) years of age, proof of disability can be established under the *Workers' Compensation Act* or the *Canada Pension Act*. Proof of disability must be submitted along with the "Retirement Allowance Request".

- (b) At the employee's request, the retirement allowance may be:
 - (i) paid in a lump sum, at the time of entitlement; or
 - (ii) held over to the next taxation year; or
 - (iii) converted to an individual income average annuity established by the employee.

It is agreed that no liability attaches to the Employer upon the implementation of this Clause.

(c) Payment to part-time or casual employees shall be paid at their current step in the wage schedule at the rates in Appendix "B".

(d) Effective April 1, 2016, an employee having five (5) years of continuous service or more may voluntarily choose to discontinue her retirement allowance early at any point prior to her retirement and receive an immediate single lump sum payment of her allowance as follows:

- (i) The employee will notify the Employer in writing of her decision to discontinue her retirement allowance early and confirm her selected effective date for the discontinuance;
- (ii) The single lump sum payment will be calculated based on the employee's full years of continuous service and rate of pay on the effective date the employee has selected but not exceeding one hundred and twenty-five (125) days' pay;
- (iii) An employee who has chosen to discontinue her retirement allowance early will not be eligible for any further retirement allowance at her retirement.
- (iv) The employee shall be advised, without prejudice, within forty-five (45) days, of the amount of the retirement allowance owing and the date upon which payment can be expected.

33.02 When an employee has a permanent disability and requests to retire, or when the Home 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 constituted as follows: one doctor appointed by the Local Union, one doctor appointed by the Home, and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability which prevents her from working the said employee shall receive pay for any accumulative retirement leave she is entitled to under this Article. The expenses of this Board shall be paid for in the same manner as if it were an Arbitration 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.

ARTICLE 34 – SENIORITY

34.01 The seniority list of all employees covered by this Agreement showing the name, classification, date of hire, 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, August 31, respectively shall be prepared and posted on January 15, May 15, and September 15 of each year in a place accessible to all employees so affected. A thirty (30) day protest period respecting revisions shall be allowed following such posting. A copy of the seniority list shall be given to the Local Union at the time of posting and after the thirty (30) day protest period with the revisions made. An employee can only accumulate a maximum of 1957.5 hours in any twelve (12) month period.

34.02 When an employee completes the probationary period, her seniority shall accumulate from the date of hiring.

34.03 (a) When an employee has been granted leave of absence without pay, the continuous service and seniority of such employee shall be retained but seniority and any benefits measured by length of service shall not accumulate during such leave of absence except as provided in Article 22.01.

(b) An employee who is granted maternity leave shall not lose her seniority and shall accumulate seniority up to a maximum of seventeen (17) weeks on the basis of what her normal regular hours would have been.

(c) An employee who is granted child care leave shall not lose her seniority and shall accumulate seniority up to a maximum of sixty-two (62) weeks on the basis of what her normal regular hours would have been.

34.04 Continuous service shall be broken and seniority shall be forfeited by an employee for the following reasons only:

(i) she voluntarily leaves the services of the Home;

(ii) she is discharged for just cause;

(iii) she is suspended for just cause, in which event the loss of seniority shall be for the period of suspension only; and

(iv) she is laid off for a period of eighteen (18) months or more.

34.05 (a) An employee who accepts permanent employment in a Home under this collective agreement, within forty-five (45) days of her resignation date from another Nursing Home under this collective agreement, shall retain the benefits listed in sub-section (d).

(b) If such employee accepts an offer to return to her former Employer within forty-five (45) days of her resignation from said Employer, she shall retain the benefits listed in sub-section (d).

(c) The employee's pension shall also be transferred when an employee accepts employment in another Home.

(d) The following benefits shall be retained for employees who qualify under Article 34.05 (a) or (b);

1. retirement allowance;
2. service credits as applicable to increments within the salary scale;

ARTICLE 35 - SAFETY AND HEALTH

35.01 (a) The Home shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. In order to fully inform its onus under the *Occupational Health and Safety Act*, the Home shall consult and collaborate with the Provincial committee established under the Letter of Intent re: Safe and Healthy Workplaces Committee (the "Provincial Committee").

(b) The Home, through its Joint Occupational Health and Safety Committee, shall consult and collaborate with the Provincial Committee on matters of workplace health and safety. The Home shall adopt, as a minimum, health and safety recommendations made by the Provincial Committee.

(c) Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Home. Both the Home and the Local Union shall co-operate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health, including promoting an environment free from abuse and harassment.

35.02 The Employer shall provide any immunization or preventive measures which are medically necessary for the safety of the employee at work.

35.03 At least one (1) member of the Bargaining Unit in each Home will be appointed as a member of the Health and Safety Committee established in the Home pursuant to the *Occupational Health and Safety Act*. Time spent by employees at meetings and in carrying out the function of the Committee shall be considered time worked.

35.04 Psychological Health and Safety

The parties consider mental health and psychological safety in the workplace to be as important as other aspects of health and safety. As such, the Employer shall adopt the recommendations of the Provincial Committee as they relate to te implementation of a Psychological Health and Safety Plan consistent with the current and best practices in the field.

35.05 Codes of Practice

(a) The Employer shall have in place a Code of Practice for Harassment, in accordance with the *Occupational Health and Safety Act*.

(b) The Employer shall have in place a Code of Practice for Violence and shall conduct assessments, in accordance with the *Occupational Health and Safety Act*.

(c) The Employer shall ensure that all employees are aware of these Codes of Practice by providing training; and

(d) The Employer shall provide notice to the public that any form of workplace violence, including verbal and physical abuse, will not be tolerated in the workplace and may result in the removal of the person on a temporary or permanent basis from the nursing home and may face criminal charges.

35.06 Working Alone

The Employer shall have in place a policy and procedure to support a Working Alone Safety Plan which shall be reviewed annually by the Committee. Employees shall be provided with an required to use the hazard controls specified within the applicable Working Alone Safety Plan.

35.07 Safety Plans

(a) The Employer shall ensure that all Employees are familiar with fire, disaster, and evacuation plans.

(b) The Employer shall share information with and obtain input from the Provincial Committee pertaining to all workplace hazard and risk assessments.

ARTICLE 36 – INJURED ON DUTY

36.01 An employee who is injured on the job or suffers a recurrence of an injury on the job shall, as soon as possible, report the matter to the Employer and file a workers' compensation claim.

36.02 An employee who is injured on the job or suffers a recurrence of an injury on the job and who has her workers' compensation claim approved shall receive benefits pursuant to the *Workers' Compensation Act*. Notwithstanding Article 36.03, if the claim is not approved, the employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 20.06.

36.03 (a) The absence of an employee who is injured on the job or suffers a recurrence of an injury on the job and who is waiting for approval of a workers' compensation claim, and/or who is receiving benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits, vacation credits except as provided in Article 36.04.

(b) Upon approval of the workers' compensation claim, the employee will be credited with seniority for the required waiting period stipulated under the *Workers' Compensation Act*.

- 36.04 (a) The employee shall receive her regular bi-weekly pay until such time as her compensation payments begin provided that she agrees to assign compensation payments equal to the same period of time and provided the employee has the necessary sick leave to her credit. The Employer will credit any sick days used for the purpose to the employee's accumulated sick leave upon approval of the workers' compensation claim.
- (b) For the purposes of Article 36.04:
- (i) "regular bi-weekly pay" means an amount equal to the level of compensation payable, for the pay period, to which the employee is entitled pursuant to the *Workers' Compensation Act*;
 - (ii) payment shall commence following the period of time stipulated under the *Workers' Compensation Act* during which compensation is not payable to a worker.
- 36.05 (a) An employee, who on April 30, 1991, was receiving the difference between her regular pay and the benefit that is paid by the Workers' Compensation Board during her period of total temporary disability shall continue receiving the top up benefit for the period for which her claim continues to be active.
- (b) The *Workers' Compensation Act* presently in force does not define the term "total temporary disability," therefore, for the purposes of administering this Clause the following will be the definition of "total temporary disability": "Total Temporary Disability" is the period of time that an injured employee is receiving weekly compensation benefits as determined by the Workers' Compensation Board while undergoing active medical treatment or rehabilitation programs to correct such occupational injury.
- (c) If such employee is in receipt of a Canada Pension Plan Benefit and is still considered to be "totally temporarily disabled" the Home shall pay the difference between her regular pay and the benefits paid by the Workers' Compensation Board and the Canada Pension Plan.

ARTICLE 37 – BULLETIN BOARDS

- 37.01 A bulletin board(s) shall be made available to the Local Union for the posting of their notices in each Home.
- 37.02 The Home shall give adequate notice of meetings and lectures called by the Home for the Nursing Personnel and job vacancies on bulletin board(s).
- 37.03 All Home policies which affect the employees shall be written and made available to the employees. All changes in Home policies shall be written and posted on bulletin board(s). The Local Union will continue to be provided access to Home policies.

ARTICLE 38 – PENSION PLAN

38.01 The Pension Plan in effect on the date of signing of this Agreement shall continue as amended from time to time by the Pension Board during the life of this Agreement.

38.02 The Employer shall provide to each employee and make available to each new employee an updated Pension Plan Booklet describing the Pension Plan.

ARTICLE 39 – PRINTING OF AGREEMENT

39.01 The printing of the bilingual Agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for fifty percent (50%) of the cost of the printing and the translation.

39.02 This Agreement shall be printed in both English and French, and shall be official in both languages. However, if a discrepancy of interpretation arises between English and French versions, the language in which the Collective Agreement was negotiated shall prevail.

ARTICLE 40 – JOB DESCRIPTION AND ORIENTATION

40.01 Each Home agrees to make job descriptions available to employees concerned or the Local Union.

40.02 (a) Where a new job is established, or where existing job duties are changed, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classifications, job descriptions, rates of pay, and other matters shall be reviewed between the Employer and the Local Union. The Employer shall forward the matter to the Job Evaluation Committee of the NB Association of Nursing Homes Inc. for review. A decision must be communicated to the employee within two (2) calendar months of the origination of the complaint.

(b) Where the matter raised in Clause 40.02(a) above cannot be settled within two (2) calendar months from the origination of the complaint, the matter shall be settled as provided in Clause 40.02(c).

(c) Any dispute arising out of Clause 40.02(a) shall be referred to a Board consisting of three (3) persons, one (1) representing the Local Union, and one (1) representing the Employer. Such persons shall not be employed in the Home involved in such dispute. The Chairman shall be nominated by mutual agreement of the two (2) members. If he fails or declines to act, he will be replaced by a person whom the parties mutually agree upon. Failing agreement, a Chairman shall be appointed by the Minister of Labour. The Board so constituted shall be limited to deciding the issue of the proper classification for the aggrieved employee. The decision of the majority shall be the decision of the Board. If there is no majority then the decision of the Chairman shall be the decision of the Board. The parties agree to abide by the decision of the Board which will be final and binding on both parties. The parties further agree to share equally the costs and fees of the Chairman. The parties shall pay the fees and costs of their respective nominees.

40.03 (a) Newly hired employees shall receive a period of orientation, in accordance with 40.03(d) and an existing employee who requires orientation to a new department or nursing unit shall receive a minimum of one (1) day of orientation. Furthermore, any employee whose working conditions (example: rotation, shifts, unit, etc.) substantially changes shall be entitled to request a reasonable period of orientation. Employees receiving orientation shall be paid at their regular hourly rate. A record of the orientation period and topics covered shall be signed by the nurse and the Employer and placed in the nurse's personal file.

(b) The parties recognize the value of flexibility and mobility for nurses in the workplace. The Employer will endeavour to accommodate a nurse's request for orientation and/or temporary assignments where provisions of the collective agreement, operational and financial requirements permit.

(c) The Employer recognizes that an existing employee may require further orientation due to a change in the acuity of the residents and the requirements of new services to be provided for residents as a result of the broadening scope of the services provided by the Nursing Home. Time spent in orientation shall be considered time worked.

(d) For newly hired employees the minimum orientation shall be three (3) days and for employees who have never worked in a nursing home or where required to work rotating shifts, it is understood that orientation of a minimum of five (5) days will be required. Upon request to the Employer or the employee, the orientation period shall be extended up to an additional two (2) days.

ARTICLE 41 – AMBULANCE TRANSFER DUTY

41.01 No employee shall be asked to perform ambulance transfer duty.

ARTICLE 42 – MERGER AND AMALGAMATION

42.01 Except in cases of emergency should the Home merge, amalgamate, or combine any of its operations or functions with another Institution, the Home agrees to give the Local Union notice in writing ninety (90) days prior to any intent by the Home to implement the above.

42.02 Discussion will commence between the parties within ten (10) days of such notice, and every reasonable effort will be made to provide continuous employment of employees affected in the Bargaining Unit. Any employee affected by such takeover shall be offered alternate employment if available with their present Employer or the other Employer, and in the latter case, seniority of employees in the amalgamated service shall be considered as one (1) list. If alternate employment is not available for some employees, the layoff shall be in accordance with Article 30.

42.03 Where a new Nursing Home is planned to replace an existing facility(ies), no new employee shall be hired until the employees at the existing facility(ies) have been allocated to available positions.

42.04 Employees will be allocated to positions on the basis of seniority. Existing employees will be allocated to their previous positions. Failing that, employees will be allocated to a similar position, and if no similar position exists, the employee will be allocated to any other position with their previous wage rate maintained until the wage rate in the new position equals or exceeds it.

ARTICLE 43 – WORKING CONDITIONS

43.01 Adequate dressing rooms with lockers and sitting rooms shall be provided if the physical facilities permit.

43.02 At the beginning and end of each shift, employees may be required to punch a clock, provide biometrics, or any other time recording system deemed appropriate by the Employer, provided however that an employee shall not lose or be docked pay as a result of failure to follow this system.

43.03 If an employee has purchased a meal in the Home cafeteria and is required to leave the meal and report back to work the Employer shall replace the meal.

ARTICLE 44 – HEALTH BENEFITS

44.01 The Employer shall pay seventy-five percent (75%) of the cost of the premiums of the New Brunswick Association of Nursing Home Group Health Benefit package and fifty percent (50%) of the Nursing Home Group Dental Benefits package, the benefit levels of which are amended from time to time by mutual agreement by the Association/Employer and the Union for all full-time and eligible part-time employees and their dependents.

44.02 Any amendment and/or increase in the cost of the benefit package referred to in Article 44.01 must be agreed to by the New Brunswick Nurses Union and the New Brunswick Association of Nursing Homes Inc. Otherwise, the said benefit package must be amended so no increase in the premiums or costs results to any or all of the parties.

ARTICLE 45 – LONG TERM DISABILITY

45.01 The Employer agrees to make the necessary payroll deductions and carry out the necessary employer related administrative duties required by the Long Term Disability Plan.

45.02 An employee on Long-Term Disability Benefits shall be considered to be on a leave of absence without pay for a period not to exceed two (2) years. If the employee returns to work, she shall be placed in her previously held position. If the position has been abolished, then she shall be placed in an equitable position.

45.03 Where operational requirements permit, the Employer and the Union, in co-operation with the Long Term Disability Plan carrier, will endeavor to facilitate the work re-entry of the employee.

ARTICLE 46 – GROUP LIFE INSURANCE

46.01 The Employer shall pay fifty (50%) percent of the cost of premiums of the Group Life Plan for all full-time and eligible part-time employees. The Group Life Plan includes the following:

- (a) group life insurance (\$50,000); and
- (b) accidental death and dismemberment.

The above are highlights of the Group Life Plan which the Employer agrees to maintain. The parties agree that the Group Life Plan is to be administered in accordance with the terms of the Master Policy.

46.02 (a) The parties agree to continue to participate in a Group Benefit Committee with equal representation from the Union and the Employers, such representation shall not exceed three (3) persons on behalf of each of the parties. The Committee will monitor and determine the suitability of insurance carriers, premium rates, and benefit levels within the relevant plans in order to ensure that the parties are operating under the most effective and cost efficient plans.

(b) The Committee shall meet at least once a year and as often as necessary on an as needed basis.

(c) The Committee shall limit its monitoring and determination to those benefits provided in Articles 44, 45 and 46.

(d) The Committee shall be advisory in nature and may provide recommendations to the parties.

ARTICLE 47 – RETROACTIVITY

47.01 (a) All employees who are working full-time on the date of signing of this Agreement shall receive retroactive pay in accordance with the rates in Appendix "B" for all hours paid. All money due to employees shall be paid within forty-five (45) days of the signing of this Agreement by all Homes and Locals and shall be paid by separate cheque or deposit. All employees who were not working full-time on the date of signing shall be eligible for retroactive pay on a prorated basis.

(b) The following employees shall also receive retroactive pay on a prorated basis:

- employees who retired or died after January 1, 2019;
- employees who are laid off prior to the date of signing;
- employees on an approved leave of absence on the date of signing.

(c) A statement of the retroactivity paid shall be provided by the Employer when such is paid.

47.02 Employees who are employed on January 1, 2019, and who voluntarily left the employ of the Employer between January 1, 2019 and the date of signing of this Agreement shall be entitled to retroactive pay provided they can make claim by notice in writing to the individual Home in which they were employed within forty-five (45) calendar days from the date of signing of this Agreement.

47.03 Retroactivity shall not apply to employees who left their employment before completing their probationary period or who were discharged for just cause.

47.04 Unless otherwise stated, all terms and conditions of employment shall be effective on the date of the signing of this Agreement.

47.05 Application of Interest to Late Payments

Any amounts owed to an employee under Article 47, shall be subject to interest at the prime Bank of Canada rate from the 45th day after the signing of the Collective Agreement to the date upon which the employee receives the retroactive amount. Interest will be owed pursuant to the following formula:

$N \times Y \times (D/365)$, where "N" is the retroactive pay for the individual employee, "Y" is the prime Bank of Canada rate and "D" is the amount of days late.

When interest is owed pursuant to this Letter of Agreement, the Employer agrees to communicate in writing to the Union a list of employees entitled to such payments, which shall include the following information:

- a. the name of the employee/member;
- b. the nursing home in which she/he is/was employed; and
- c. the original retroactive pay owed.

ARTICLE 48 – JOB SECURITY

48.01 The parties agree that they will work cooperatively within the fiscal framework available to them and in accordance with the terms of the collective agreement to endeavor to avoid the layoff of nurses.

ARTICLE 49 – TECHNOLOGICAL CHANGE

49.01 Technological change means the introduction of equipment or material of a different nature or kind than that previously used by the Home, and a change in the manner in which the Employer carried on its operations that is directly related to the introduction of that equipment or material.

49.02 When the Home is considering the introduction of technological change which substantially changes the duties performed by employees in the bargaining unit the Home agrees to notify the Local as far as possible in advance of such intention.

49.03 If as a result of a change in technology the Home requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Home's expense without loss of pay to the employee.

49.04 An employee who is laid off due to technological change shall be given the opportunity to exercise her rights under Article 30 - Layoff and Recall.

ARTICLE 50 – DURATION AND TERMINATION

50.01 This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning January 1, 2019 and ending December 31, 2023, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

50.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time an Agreement has been reached in respect of a renewal, amendment, or substitution thereof or until notice of one (1) of the conditions for a strike or lockout has been met pursuant to the provisions of the *Industrial Relations Act*.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS 20th DAY OF MAY, 2022.

FOR THE UNION

Paula Doucet

Matt Hiltz

Ronda McCready

Carole Clavette

Kim Cormier

Jason Robin

Heather McNulty

FOR THE EMPLOYER

Geneviève Gagné

Linda Boudreau

Sylvie Tardif

Debbie Tremblay

APPENDIX "A"
CLASSIFICATIONS

The classifications of employees are as follows:

- (a) Graduate Nurse (GN1).
- (b) Registered Nurse Class B.

APPENDIX "B"
REGULAR HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2019
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	32.86	34.17	35.53	36.96	38.43	39.98
Nurse B	33.67	35.02	36.43	37.89	39.40	40.98
Nurse B (25 Year Retention Premium 3%)	34.68	36.08	37.52	39.03	40.58	42.20

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2019
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	33.18	34.51	35.89	37.33	38.81	40.38
Nurse B	34.01	35.37	36.80	38.26	39.79	41.39
Nurse B (25 Year Retention Premium 3%)	35.03	36.44	37.90	39.42	40.99	42.62

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2020
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	33.52	34.86	36.25	37.70	39.20	40.78
Nurse B	34.35	35.72	37.16	38.65	40.19	41.80
Nurse B (25 Year Retention Premium 3%)	35.38	36.80	38.28	39.81	41.40	43.05

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2020
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	33.85	35.20	36.61	38.08	39.59	41.19
Nurse B	34.69	36.08	37.53	39.03	40.59	42.22
Nurse B (25 Year Retention Premium 3%)	35.73	37.17	38.66	40.21	41.81	43.48

**REGULAR HOURLY RATES OF PAY
EFFECTIVE: OCTOBER 1, 2020
4.5% NURSES RESOURCING ADJUSTMENT**

	1	2	3	4	5	6
Graduate Nurse (GN1)	35.37	36.79	38.26	39.79	41.38	43.04
Nurse B	36.25	37.70	39.22	40.79	42.42	44.12
Nurse B (25 Year Retention Premium 3%)	37.34	38.84	40.40	42.02	43.69	45.43

**REGULAR HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2021
GEI: 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	35.73	37.16	38.64	40.19	41.79	43.47
Nurse B	36.62	38.08	39.62	41.20	42.84	44.56
Nurse B (25 Year Retention Premium 3%)	37.72	39.23	40.80	42.44	44.13	45.89

**REGULAR HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2021
GEI 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	36.09	37.53	39.02	40.59	42.21	43.91
Nurse B	36.98	38.46	40.01	41.61	43.27	45.00
Nurse B (25 Year Retention Premium 3%)	38.09	39.62	41.21	42.86	44.57	46.35

**REGULAR HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2022
GEI: 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	36.45	37.90	39.42	40.99	42.63	44.34
Nurse B	37.35	38.84	40.41	42.03	43.71	45.45
Nurse B (25 Year Retention Premium 3%)	38.47	40.02	41.62	43.29	45.02	46.81

RETENTION PREMIUMS
EFFECTIVE: Date of Signing

	1	2	3	4	5	6
Nurse B (15 Year Retention Premium 1%)	37.73	39.23	40.82	42.45	44.14	45.91
Nurse B (25 Year Retention Premium 5%)	39.24	40.82	42.45	44.16	45.92	47.75

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2022

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	36.81	38.28	39.81	41.40	43.06	44.79
Nurse B	37.73	39.23	40.82	42.45	44.14	45.91
Nurse B (15 Year Retention Premium 1%)	38.01	39.62	41.22	42.87	44.58	46.37
Nurse B (25 Year Retention Premium 5%)	39.64	41.23	42.88	44.60	46.38	48.22

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2023

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	37.18	38.66	40.21	41.82	43.49	45.24
Nurse B	38.10	39.62	41.22	42.87	44.58	46.37
Nurse (15 Year Retention Premium 1%)	38.49	40.02	41.64	43.30	45.03	46.83
Nurse B (25 Year Retention Premium 5%)	40.03	41.64	43.31	45.04	46.84	48.71

REGULAR HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2023

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	37.55	39.05	40.61	42.24	43.92	45.69
Nurse B	38.49	40.02	41.64	43.30	45.03	46.83
Nurse B (15 Year Retention Premium 1%)	38.87	40.42	42.05	43.73	45.48	47.30
Nurse B (25 Year Retention Premium 5%)	40.43	42.06	43.74	45.50	47.31	49.19

APPENDIX B-1
ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2019
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	37.13	38.61	40.15	41.76	43.43	45.18
Nurse B	38.05	39.57	41.17	42.81	44.52	46.30
Nurse B (25 Year Retention Premium 3%)	39.19	40.76	42.40	44.10	45.85	47.68

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2019
GEI:1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	37.50	39.00	40.55	42.18	43.86	45.63
Nurse B	38.43	39.97	41.58	43.24	44.97	46.76
Nurse B (25 Year Retention Premium 3%)	39.58	41.17	42.82	44.54	46.31	48.16

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2020
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	37.87	39.39	40.95	42.60	44.30	46.09
Nurse B	38.81	40.37	42.00	43.67	45.42	47.23
Nurse B (25 Year Retention Premium 3%)	39.98	41.58	43.25	44.98	46.78	48.64

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2020
GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	38.25	39.78	41.36	43.03	44.75	46.55
Nurse B	39.20	40.77	42.42	44.11	45.87	47.70
Nurse B (25 Year Retention Premium 3%)	40.38	42.00	43.68	45.43	47.24	49.13

**ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: OCTOBER 1, 2020
4.5% NURSES RESOURCING ADJUSTMENT**

	1	2	3	4	5	6
Graduate Nurse (GN1)	39.97	41.57	43.23	44.97	46.76	48.64
Nurse B	40.96	42.61	44.32	46.10	47.93	49.85
Nurse B (25 Year Retention Premium 3%)	42.19	43.89	45.65	47.48	49.37	51.34

**ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2021
GEI: 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	40.37	41.99	43.66	45.41	47.23	49.13
Nurse B	41.37	43.03	44.77	46.56	48.41	50.35
Nurse B (25 Year Retention Premium 3%)	42.61	44.33	46.11	47.95	49.86	51.85

**ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2021
GEI: 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	40.78	42.41	44.09	45.87	47.70	49.62
Nurse B	41.79	43.46	45.21	47.02	48.90	50.85
Nurse B (25 Year Retention Premium 3%)	43.04	44.77	46.57	48.43	50.36	52.37

**ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2022
GEI: 1.0%**

	1	2	3	4	5	6
Graduate Nurse (GN1)	41.19	42.83	44.54	46.33	48.18	50.11
Nurse B	42.20	43.90	45.67	47.49	49.39	51.36
Nurse B (25 Year Retention Premium 3%)	43.47	45.22	47.03	48.92	50.87	52.89

RETENTION PREMIUMS
EFFECTIVE: Date of Signing

	1	2	3	4	5	6
Nurse B (15 Year Retention Premium 1%)	42.63	44.23	46.12	47.97	49.88	51.87
Nurse B (25 Year Retention Premium 5%)	44.34	46.12	47.97	49.89	51.88	53.95

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2022

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	41.60	43.26	44.98	46.79	48.66	50.62
Nurse B	42.63	44.23	46.12	47.97	49.88	51.87
Nurse B (15 Year Retention Premium 1%)	43.05	44.78	46.58	48.45	50.38	52.39
Nurse B (25 Year Retention Premium 5%)	44.78	46.58	48.45	50.39	52.40	54.49

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JANUARY 1, 2023

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	42.01	43.69	45.43	47.26	49.14	51.12
Nurse B	43.05	44.78	46.58	48.45	50.38	52.39
Nurse B (15 Year Retention Premium 1%)	43.48	45.23	47.05	48.93	50.88	52.91
Nurse B (25 Year Retention Premium 5%)	45.23	47.05	48.94	50.90	52.93	55.04

ALL-INCLUSIVE HOURLY RATES OF PAY
EFFECTIVE: JULY 1, 2023

GEI: 1.0%

	1	2	3	4	5	6
Graduate Nurse (GN1)	42.43	44.13	45.88	47.73	49.64	51.63
Nurse B	43.48	45.23	47.05	48.93	50.88	52.91
Nurse B (15 Year Retention Premium 1%)	42.65	45.68	47.52	49.42	51.39	53.44
Nurse B (25 Year Retention Premium 5%)	45.68	47.52	49.43	51.41	53.43	55.59

**ADDENDUM TO THE COLLECTIVE AGREEMENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
NEW BRUNSWICK NURSES UNION**

Re: Compressed Work Week

A compressed work week has been developed for employees subject to this Compressed Work Week Addendum. This addendum does not obligate those nursing homes with an agreement already in place to change their agreements nor does it obligate any nursing home to have a compressed work week.

Preamble:

Where a schedule providing for a compressed work week is established, the following amendments to the collective agreement shall prevail for employees working such schedules. All other clauses of the present Collective Agreement not referenced in this addendum shall remain in effect for these employees.

Article 3 – Definitions

- 3.01 (a) Full-time employee is a person who is regularly scheduled to work 37.5 hours per week over one (1) rotation of the schedule.
- 3.11 Shift means, twelve (12) consecutive hours of work including a lunch period. There shall be two (2) consecutive shifts having twenty-four (24) hours, namely, days and night shifts.

Article 16 – Hours of Work

- 16.01 (a) the regular daily hour of work in each shift shall be eleven and one-quarter (11¼). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over one (1) rotation of the schedule as determined by the Employer. Meal periods shall not be less than two (2), thirty (30) minutes periods for each shift, one (1) fifteen (15) minutes rest period shall be applied to the second meal period. Forty-five (45) minutes of the designated meal periods are unpaid and shall not be considered hours of work.
- (b) Any employee required by the Employer to work through her unpaid meal period shall be paid for such time at the overtime rate.
- (c) There shall be twelve (12) hours between the starting and stopping time of each shift.
- 16.06 (b) Employees required to work rotating shifts shall be scheduled to work the majority of shifts on day duty. There shall be a time period of at least twelve (12) hours elapsing between shift change, unless otherwise agreed.

16.07 No employee shall be required to work more than four (4) consecutive days without day(s) off.

16.09 There shall be three (3) fifteen (15) minute rest periods per shift; one (1) fifteen (15) minute rest periods will be applied to the second meal period.

Article 17 – Overtime

- 17.03 (a) 2. in excess of eleven and one-quarter (11¼) hours in any one (1) day;
 3. in excess of 37.5 hours/week averaged over one (1) rotation of the schedule;
 4. in excess of four (4) consecutive days; and
 5. without twelve (12) hours time off between shifts.

Article 18 – Vacations

- 18.01 (A) a. delete: one and one-quarter (1¼) days per month.
 add: nine and three-quarters (9.75) hours per month.
 b. delete: fifteen (15) days.
 add: one hundred twelve and one-half (112.50) hours.
 c. delete: twenty (20) days.
 add: one hundred and fifty (150) hours.
 d. delete: twenty-one (21) days.
 add: one hundred fifty-seven and one-half (157.50) hours.
 e. delete: twenty-two (22) days.
 add: one hundred and sixty-five (165.0) hours.
 f. delete: twenty-three (23) days.
 add: one hundred and seventy-two and one-half (172.50) hours.
 g. delete: twenty-four (24) days.
 add: one hundred and eighty (180.0) hours.
 h. delete: twenty-five (25) days.
 add: one hundred and eighty-seven and one-half (187.50) hours.

18.08 An employee who becomes sick for a minimum of twenty-two and one-half (22.50) hours during her vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate, and she shall have her vacation days rescheduled at a later date.

Article 19 – Holidays

19.02 delete: Article 19.02

add: Employees working the compressed work week shall have their holidays pro-rated on the basis of: for every three (3) statutory holidays listed in 19.01 of the collective agreement to which an employee is eligible under the normal scheduling system, she shall be given two (2) days off with pay.

Article 20 – Sick Leave

20.01 a. delete: one and one-half (1½) working days per month.

add: eleven and one-quarter (11¼) hours per month.

delete: two hundred and forty (240) working days.

add: eighteen hundred (1800) hours.

20.12 a i) delete: fifteen (15) days.

add: one hundred twelve and one-half (112.50) hours.

b. delete: one-half per month.

add: 5.625 hours per month.

Article 22 – Leave of Absence

22.11 delete: five (5) floating days off.

add: thirty-seven and one-half (37.50) hours.

Article 24 – Maternity and Adoption Leave

24.01 delete: ten (10) days.

add: seventy-five (75) hours.

24.09 Child Care Leave

i. delete: two (2) days leave with pay.

add: Twenty-two and one-half (22.50) hours leave with pay.

Article 25 – Salaries

25.04 The shift differential for the night shift shall be two dollars and ten cents (\$2.10) per hour.

All employees are to receive the same shift differential for the night shift.

Article 33 – Retirement Allowance

33.01 delete: retirement allowance equal to five (5) days pay.

add: retirement allowance equal to thirty-seven and one-half (37½) hours pay.

delete: one hundred and twenty-five (125) days pay.

add: nine hundred thirty-seven and one-half (937.50) hours pay.

This addendum agreement becomes part of the current Collective Agreement which expires December 31, 2023.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

RE: QUALITY OF RESIDENT CARE

1. The parties agree that quality nursing care for residents is a mutual objective. They acknowledge that quality nursing care for residents is enhanced by excellence in nursing practice, and may be affected by resident acuity, fluctuating workloads and fluctuating staffing.
2. The parties acknowledge the benefit of a common approach to resolve problem areas. Consequently, the concerns relating to quality nursing care of residents including nursing practice, resident acuity, fluctuating workloads and fluctuating staffing should best be mutually resolved whenever possible.
3. The parties acknowledge that quality nursing care of residents will be enhanced if employee concerns relating to nursing practice, resident acuity, fluctuating workloads and fluctuating staffing are mutually addressed. Such concerns may be raised for discussion and solutions proposed with the Professional Practices Committee in accordance with Article 13 of the collective agreement.
4. However in the event the aforementioned concerns are of such an urgent nature that they cannot be delayed until the next meeting of the Professional Practices Committee, then the said concerns may be raised with the Director of Nursing or the Administrator of the Nursing Home.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Temporary Reduction from full-time to part-time

The parties, in recognition of the desire of full-time employees to reduce their hours of work agree to the following initiative on a trial basis for the duration of the collective agreement:

1. A full-time employee may request a leave of absence without pay for a portion of her shifts. 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.
2. Such leave may be granted at the discretion of the Home. Requests for such leave will be considered:
 - where the reduction is by full shifts,
 - where the temporary part-time position would be in the same classification and in the same unit,
 - where no nurse shortage exists at the Home,
 - where the efficient operation of the Home is not effected.
3. Where the request is granted the full-time employee would:
 - (a) be considered on a leave of absence from her full-time position as it relates to pension eligibility;
 - (b) maintain eligibility in the Nursing Paramedical Pension Plan, with the option of earning pensionable service on a pro-rated or full service basis depending on the contribution option selected. Election would be subject to applicable Revenue Canada Purchase Maximums. The contribution option selected by the employee would trigger the Employer contribution level;
 - (c) for all other provisions of the collective agreement, the Employee would be considered part-time; and accrue and use all full-time benefits on a pro-rated basis.
4. At the conclusion of the leave period the employee shall be returned to her former full-time position. The employee shall be considered a full-time employee with respect to Article 30 should her position be affected by a workforce adjustment during the period of the leave.

5. Article 4.06 of the collective agreement would not apply to the employees on such leave. For greater clarity, employees on a temporary reduction shall not be entitled to an equitable offer of overtime; however, may be called if there are no other registered nurses available.
6. Where required by the provisions of the collective agreement, the remaining portion of the full-time employee's position will be posted.
7. The employee may return before the end of the leave period where mutually agreed.
8. An employee may request such a change only after eighteen (18) months in her position.

This Letter of Intent shall expire on the last day of this collective agreement.

*In regard to the above, the parties agree that anyone now on such a reduction will be allowed to stay on such a reduction for the one (1) year following signing of this agreement.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Deferred Salary Leave

The New Brunswick Nurses Union and the New Brunswick Association of Nursing Homes Inc. agree within three (3) months of the signing of the collective agreement, the parties will create a committee to establish a deferred salary leave policy reflecting the terms and conditions provided by the Province of New Brunswick to its employees.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Designated Area for Nursing Staff

Where an issue in a home exists over the suitability of space for taking breaks without interruption, the parties agree to work together to seek a mutually acceptable resolution.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Access to Sick Bank

Full-time employees who become part-time shall continue to have access to their sick leave bank, if any. Payments will be at the regular rate of pay and not the all-inclusive rate and will be paid for scheduled hours only.

(The parties recognize that those who have already gone part-time will have access to their full bank.)

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Permanent Reduction from Full-Time to Part-Time for Pre-Retirement Employees

The parties agree to the following terms respecting pre-retirement employees who wish to permanently reduce their hours from full-time to part-time:

A full-time employee with five (5) or more years of seniority, and who has had full-time status for three (3) or more years and who is eligible to retire within five (5) years may request a permanent reduction from full-time status to part-time status of no less than 0.4 FTE's and no greater than 0.6 FTE's, upon terms equal to the provisions of s. 3.01(1)(4) of the *Public Service Superannuation Act* and subject to the terms of the Pension Plan for Nursing and Paramedical Employees of New Brunswick Nursing Homes and the following terms as agreed by the parties.

(a) Such leave may be granted at the discretion of the Home but not unreasonably denied.

(b) The remaining portion of the full-time position shall be posted on a temporary basis for a period of time no greater than the term elected by the pre-retirement nurse.

The temporary part-time position shall be in the same classification and in the same unit.

If a part-time position with hours equivalent to those of the pre-retirement employee becomes available on the unit, the temporary part-time position shall be considered completed and the two part-time positions shall be combined and posted as a permanent full-time position.

(c) The pre-retirement employee shall be considered on a leave of absence from her FT position as it related to pension eligibility.

(d) The pre-retirement employee shall maintain eligibility in the Pension Plan for Nursing and Paramedical Employees of New Brunswick Nursing Homes, and earn pensionable service on a full service basis subject to applicable Revenue Canada Purchase maximums. Both the Employer and the employee shall continue to contribute to the Pension Plan for Nursing and Paramedical Employees of New Brunswick Nursing Homes, at the same rate as if the employee had continued to be employed full-time.

(e) For all other provisions of the collective agreement, the employee shall be considered part-time and accrue and use all full-time benefits on a pro-rated basis.

(f) Articles 4.06 of the collective agreement would not apply to the employees on such leave. For greater clarity, employees on a permanent reduction shall not be entitled to an equitable offer of overtime; however, may be called if there are no other registered nurses available.

The letter of intent would expire on the last day of this collective agreement.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Phased-In-Retirement

In recognition of the desire to offer a phased-in early retirement program to employees in the five (5) year period prior to their retirement, the Parties agreed to the following:

The parties will, within one (1) month of the date of signing, establish a joint committee to review the phased- in-retirement program and make recommendations as to its implementation to the Pension Plan for Nursing and Paramedical Employees of New Brunswick Nursing Homes, such recommendation to be made within six months of the date of signing.

Funding to support the PIRP, if recommended to Board of Management by the Pension Plan for Nursing and Paramedical Employees of New Brunswick Nursing Homes, will be in the amount of 0.1% increase to the contributions by the Employer and the Employees.

The implementation of a PIRP is subject to Board of Management approval of the PIRP in Nurses: Part III.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
THE NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Recognition & Retention Premium

The parties in recognition of the desire to retain experienced employees in the healthcare system agree to the following terms respecting the provision of a retention premium.

1. Effective date of signing an employee who:
 - (a) is a member of the bargaining unit; and
 - (b) has received confirmation from the Employer or has provided formal written confirmation from a recognized governing body; and
 - (c) has:
 - fifteen (15) years of active registration as a Registered Nurse, or
 - twenty-five (25) years of active registration as a Registered Nurse;shall receive an adjustment on the employee's regular rate of pay as of the date at which the employee reached that milestone.

15 years – 1.0%

25 years – 5.0%

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
THE NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Amalgamation of Compressed Work Week Schedules

The parties agree to explore the amalgamation of all existing letters of intent with respect to compressed work week schedules.

The parties also agree that notwithstanding Article 16.12(b) any nursing homes added to this agreement or any nursing home implementing a compressed work week schedule in the future shall do so in accordance with the standard Addendum on compressed work week.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
NEW BRUNSWICK ASSOCIATION OF NURSING HOMES INC.
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Safe and Healthy Workplaces Committee

The New Brunswick Association of Nursing Homes and its members (“the Employer”) is committed to providing safe quality care to its residents and a safe working environment for all employees including the prevention of workplace violence. The Union and the Employer acknowledge that a safe and healthy workplace is essential for the well-being of employees and attendance at work.

As such the “Employer” 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.

The Union and the Employer hereby agree to work collaboratively to promote a safe and healthy workplace by establishing this revised Joint Committee on Safe and Healthy Workplaces (the “Provincial Committee”) within forty-five (45) days of signing this Agreement.

The Provincial Committee will work in collaboration with local Joint Health and Safety Committees, formed under Article 35, and be comprised of representatives from each of the following:

- New Brunswick Nurses Union (5); and
- New Brunswick Association of Nursing Homes (5)

The objective of the Committee will be to promote safe and healthy workplaces, free from workplace violence. The Committee will be responsible to:

1. Develop strategies and policies to promote a safe and healthy workplace in each nursing home.
 - (a) Identify the data necessary to inform evidence-based decision making and make the necessary requests to obtain the data. Examples of data may include sick leave, LTD claims, WorksafeNB claims, incident reports, police reports, care compliance reports, etc. Once the data is obtained, it will be treated in accordance with applicable privacy laws.
 - (b) Identify and analyze trends/patterns of issues/usage within the bargaining unit;

(c) Research and evaluate literature concerning but not limited to:

(i) safe workplace practices aimed at reducing injury-related absences;
and

(ii) best practices concerning health and safety in the workplace,
including psychological health and safety, harassment and workplace
violence of all forms;

(d) Review any existing workplace initiatives and recommend strategies for
improvement of workplace practices and employee wellness and workplace
health and safety.

2. Review and provide recommendations for revisions to the Code of Practice
for Violence, Code of Practice for Harassment (in accordance with the
Occupational Health and Safety Act), and the Psychological Health and Safety
Plan (consistent with the current best practices in the field).

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF AGREEMENT
BETWEEN
THE NEW BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION**

RE: RAI-LTCF Positions

The Parties agree that the Resident Assessment Instrument – Long Term Care Facility (RAI-LTCF) Coordinator position will be a bargaining unit position at the same classification as other Registered Nurses.

Notwithstanding Article 27.03, the Parties further agree that vacancies and new positions in the RAI-LTCF Coordinator position shall be filled on the basis of nursing qualifications, nursing skills and other relevant skills required to perform the job.

When nursing qualifications, nursing skills and other relevant skills are relatively equal amongst two (2) or more applicants, the position shall be filled on the basis of seniority in the bargaining unit.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION**

Re: No Lay-Off Due to ratio Change

The Employer agrees that there will be no Layoff of RN's due to any staffing ratio change implemented in the Nursing home by the province of New-Brunswick.

This Letter of Agreement will conclude at the expiry of this Collective Agreement.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Uniform Policy

In order to help ensure that Residents know who their care team is, as well as the position of the individuals involved in their care, NBNU and the Home have agreed to cooperate for a more positive experience for the Residents and their families.

The Home supports the NBNU initiative for its members to have the exclusive right to wear designated colours in the workplace. The Parties agree that this measure will increase Resident satisfaction by allowing for the ready identification of a registered nurse. As such, beginning on January 1st, 2017, it will be mandatory for all registered nurses to wear the white and black uniform. This uniform will be exclusive to identify registered nurses in the workplace.

Other health care providers will be restricted from wearing the white and black uniform.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION**

RE: Article 38 – Pension Plan

The Parties agree that in the event the Province of New Brunswick changes the Pension Plan, currently in effect, to a shared risk model, the Parties will meet and work towards the goal of ensuring that these members' pensions are converted into the Certain Bargaining Employees Shared Risk Pension Plan.

The Parties further agree that any necessary changes will be made to the existing Collective Agreement.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF INTENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION**

Re: Joint Committee on Resident Care Needs

The parties agree to establish a provincial Joint Committee comprised of representatives appointed by the NBANH and NBNU to do the following:

- (a) Identify and analyze the evolving care needs of nursing home residents and the associated challenges faced by Registered Nurses and to propose solutions to effectively deal with these challenges;
- (b) Evaluate and provide feedback on the aggregate data created by the resident care needs assessment tool to assist in determining appropriate staffing mix and staffing levels, including any proposed change to the 20/40/40 (RN/LPN/RA) skill mix to meet the care needs of residents; and
- (c) Recommend appropriate resident/staff ratios.

The Committee shall meet within sixty (60) days of the signing of the collective agreement/ and provide its findings to NBNU and NBANH once a reasonable data set is available and the Committee has had a reasonable period of time to analyze the data.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF INTENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: Grandfathering of Part-Time Employees Less than .4 FTE

Notwithstanding Article 3.01 (b), part-time employees who hold a position of less than fifteen (15) hours per week as of the signing of this collective agreement shall maintain their positions. Upon signing of the collective agreement, the Employer will only offer part-time positions of fifteen (15) hours or more per week.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF INTENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: Temporary Reduction in Hours for Local Executive Members

WHEREAS Article 22.01 and Article 22.02 address short-term and long-term leaves of absence for Union business;

AND WHEREAS the Union recognizes that certain members of its Local Executives are required to participate in Union business;

AND WHEREAS the Union and the Employer (hereinafter referred to collectively as "the Parties") recognize that consistency in staff scheduling for all employees is beneficial to resident care and staff morale, as well as the efficient operation of the Home;

THEREFORE the Parties agree to the following initiative on a trial basis for the duration of the collective agreement:

1. A full-time employee who is a member of the Local Executive may, with the approval of the union, request a temporary reduction in her hours of work in her department or unit, in order to facilitate her attendance to union business.

2. Whether to grant such a temporary reduction shall be at the discretion of the Home. Requests for such leave will be considered:

a. where the reduction is by full shifts with a minimum reduction of .4FTE and a maximum of .6FTE.

b. Where no nurse shortage exists at the Home.

c. Where the efficient operation of the Home is not affected.

3. If the employee requires additional time, beyond that provided by a temporary reduction, to attend to union business, she may apply as per Article 22.01.

4. Such a temporary reduction shall be granted for no fewer than six (6) months and for no more than one (1) year. The temporary reduction may be extended or reduced, by mutual agreement between the Home, the Union and the employee.

5. Such a temporary reduction shall not impact the employee's full-time status. Article 4 of the Collective Agreement- Part-time, Temporary and Casual Employees, would not apply.

6. Such a temporary reduction shall not impact the employee's seniority.

7. During such a temporary reduction, the Home shall maintain the employee's full salary and benefits. The Union shall reimburse the Home upon receipt of an invoice.

8. The remaining portion of the full-time position vacated by the employee shall be posted on a temporary basis for a period of time no greater than the term granted above.

9. The parties agree to work together in the case of exigent operational needs, which may result in an adjustment of the leave.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF INTENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: Pension Plan & Health Benefits

Whereas nurses working part-time in the public sector have pension and health benefits available at the time of hire;

AND Whereas nursing homes must compete with the public sector for the scant health human resources available;

AND Whereas part-time nursing home nurses do not currently have access to pension or health benefits upon hire;

The Parties agree that within three (3) months of signing the Collective Agreement, the Parties agree to jointly explore and report on options:

1. To study the feasibility of changes to the Pension plan which would allow part-time employees to contribute to the Plan at the first hour of work.
2. To study the feasibility of changes to the Health Benefits plan which would allow part-time employees to contribute to the Plan at the first hour of work.

Any finding of the committee will be flexible and not binding on either party.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: Research Project on Mandatory Nurse-Resident Ratios

WHEREAS the Union and the Employer acknowledge their respective commitments to quality health care and resident safety and agree that Registered Nurses (RN) play a vital role in health care system.

THE PARTIES THEREFORE AGREE THAT:

Within three (3) months of the signing of the Collective Agreement, they will form a joint committee of equal Employer and union representation to plan and conduct a research project on mandatory nurse-resident ratios (MNRR).

The project will be comprised of two phases; the research phase and the implementation phase.

The joint committee will establish its terms of reference, including but not limited to, the gathering of existing data, maintaining the confidentiality of the data and the reporting of its findings back to the parties. The joint committee will also determine which outcomes will be measured and the metrics/indicators to be used to measure the outcomes.

The joint committee will determine appropriate MNRRs for the purpose of the research project by considering the overall skills mix of staff providing resident care in a unit, the complexity of care, acuity, RN expertise, support staff availability, and physical layout.

The joint committee may invite additional participants on an as-needed basis to ensure the project has access to the required knowledge and expertise.

The research phase of the project will begin within three months of the signing of the collective agreement and conclude on or about the date of the expiry of the present collective agreement.

The joint committee will prepare and release a report to the parties and jointly present it to Social Development for approval of the second phase.

The research project will be flexible and non-binding.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: Voluntary Standby Roster in case of Staffing Emergencies

WHEREAS subsection 18(b) of the General Regulation, NB Reg 85-187, under the *Nursing Homes Act*, SNB 1982, N-11 (the “*Act*”) states that all operators of nursing homes shall ensure that “*in nursing homes with thirty beds or more, at least one registered nurse is on duty on the premises at all times*”;

AND WHEREAS New Brunswick is currently facing a severe shortage of Registered Nurses across all sectors of healthcare;

AND WHEREAS NBNU has grieved the unilateral implementation of standby practices at several nursing homes and such grievances remain unresolved, and these impugned practices may put an RN’s licence at risk;

The Parties will agree to halt the use of stand-by/on-call until the resolution of the grievance process and/or by mutual agreement.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF INFORMATION
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: LTD

Whereas the Parties recognize that the costs of the current long term disability (LTD) plan continue to escalate, the Parties acknowledge that a study will be conducted by the LTD Committee on the plan to analyze and report on options for making the cost of long-term disability plan more affordable for employees, including plan design and strategies for reducing the frequency and duration of LTD claims.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

MEMORANDUM OF AGREEMENT
BETWEEN
THE NEW-BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
THE NEW BRUNSWICK NURSES UNION

RE: One-Time Lump Sum Payment of \$500

In recognition of the member's contributions to the province's pandemic response, all members of this Bargaining Unit will receive a one-time lump sum payment of \$500 (gross). The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2020 to December 31, 2020 up to a maximum of \$500.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**MUTUAL AGREEMENT
BETWEEN
THE KENNETH E. SPENCER MEMORIAL HOME INC.
AND
THE KENNETH E. SPENCER MEMORIAL HOME LOCAL UNION**

In reference to Article 4.06(d)(iv), the mutually agreed to practice will continue under the collective agreement as follows:

Any work becoming available within three (3) weeks of the time on which it became known to the Employer that the work will be available, shall be offered to casual employees first as per Article 4.06(d)(iv)(a) of the collective agreement. All other work becoming available shall be offered to part-time employees as per Article 4.06(d)(i), (ii) and (iii).

Signed this 12th day of March, 2009. / Renewed on May 20th, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**AMENDMENT TO
THE COLLECTIVE AGREEMENT
BETWEEN
LE FOYER NOTRE-DAME-DE-LOURDES INC.
AND
LE FOYER NOTRE-DAME-DE-LOURDES LOCAL OF THE NEW
BRUNSWICK NURSES UNION**

The parties mutually agree to amend Article 4.06(d) to read as follows:

(d) Casual work assignments (predictable and unpredictable) shall be distributed as follows:

(i) Casual work shall be offered to part-time employees for distribution on the basis of seniority to those part-time employees who have applied to be on the casual call list and who are employed for that type of work in accordance with their seniority,

(ii) If there are no part-time employees available and capable of performing the work described in (i) above, such work will be offered on an equitable basis to casual employees who are available and capable of performing the work.

Equitable offer shall include: calls, no answers, refusals and periods when the employee is unavailable.

(iv) Delete provision 4.06(d)(iv)(a).

4.06 (d)(iv)(b) becomes 4.06(d)(iv):

(b) A casual nurse may refuse an assignment of casual employment:

(i) for reasons of illness, provided she satisfies the Employer of her condition;

(ii) for reasons of emergency provided she satisfies the Employer of her need;

(iii) if she already has worked three (3) shifts in a one (1) week period.

(e) However, there is no obligation to offer any work pursuant to paragraph 4.06(d) above to a part-time employee or a casual employee if it shall constitute overtime.

(f) For the purposes of this Article the seniority list shall be revised every four (4) months.

Renewed on May 20th, 2022

Original signed by the Parties.

MEMORANDUM OF AGREEMENT
PURSUANT TO THE MASTER LABOUR AGREEMENT OF APRIL 30, 1991
BETWEEN:
MILL COVE NURSING HOME, INC.
AND
MILL COVE LOCAL UNION REGISTERED NURSES PROPOSAL APRIL 30,
1991
ADDENDUM TO THE COLLECTIVE AGREEMENT
COMPRESSED WORK WEEK MILL COVE LOCAL UNION (NURSES)
AND
MILL COVE NURSING HOME

A compressed work week has been developed for employees subject to this Compressed Work Week Addendum.

Preamble:

Where a schedule providing for a compressed work week is established, the following amendments to the Collective Agreement shall prevail for employees working such schedules. All other clauses of the present Collective Agreement not referenced in this addendum shall remain in effect for these employees.

Article 3 – Definitions

3.11 Shift means twelve (12) consecutive hours of work including a lunch period.

There shall be two (2) consecutive shifts having twenty-four (24) hours, namely, days and night shifts.

Article 16 – Hours of Work

16.01 (a) The regular daily hours of work in each shift shall be eleven and one-quarter (11¼). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over one (1) rotation of the schedule as determined by the Employer. Meal periods shall not be less than forty-five (45) minutes each shift and shall not be considered hours of work.

(b) There shall be twelve (12) hours between the starting and stopping time of each shift.

(c) As per collective agreement.

16.06 (a) As per collective agreement.

(b) Employees required to work rotating shifts shall be required to work the majority of shifts on day duty. There shall be a time period of at least twelve (12) hours elapsing between shift change, unless otherwise agreed.

(c) As per collective agreement.

16.07 (a) No employee shall be required to work more than four (4) consecutive days without day(s) off.

Article 17 – Overtime

17.03 (a) 2. In excess of eleven and one-quarter (11¼) hours in any one (1) day.
 4. In excess of four (4) consecutive days.
 5. Without twelve (12) hours time off between shifts.

Article 18 – Vacations

18.01 (A) a. delete: one and one-quarter (1¼) days per month.
 add: nine and three-quarters (9.75) hours per month.
 b. delete: fifteen (15) days.
 add: one hundred twelve and one-half (112.50) hours.
 c. delete: twenty (20) days.
 add: one hundred and fifty (150) hours.
 d. delete: twenty-one (21) days.
 add: one hundred fifty-seven and one-half (157.50) hours.
 e. delete: twenty-two (22) days.
 add: one hundred and sixty-five (165.0) hours.
 f. delete: twenty-three (23) days.
 add: one hundred seventy-two and one-half (172.50) hours.
 g. delete: twenty-four (24) days.
 add: one hundred eighty (180.0) hours.
 h. delete: twenty-five (25) days.
 add: one hundred eighty-seven and one-half (187.50) hours.
 (B) a. delete: fifteen (15) consecutive days; fifteen (15) days.
 add: one hundred twelve and one-half (112.50) consecutive hours;
 one hundred twelve and one-half (112.50) hours.

18.08 An employee who becomes sick for a minimum of twenty-two and one-half (22.50) hours during her vacation period shall quality for use of sick leave credits upon production of a doctor's certificate, and she shall have her vacation hours rescheduled at a later date.

Article 19 – Holidays

19.02 Delete proposal and revise wording as follows:

Employees working the compressed work week shall have their holidays pro-rated on the basis of: for every three (statutory holidays) listed in 19.01 of the collective agreement to which an employee is eligible under the normal scheduling system, she shall be given two (2) days off with pay and such days will be considered holidays for the purposes of Article 18.03, 19.05 and 19.06.

Article 20 – Sick Leave

- 20.01 a. delete: one and one-half (1 ½) working days per month.
 add: eleven and one-quarter (11¼) hours per month.
 delete: two hundred and forty (240) working days.
 add: eighteen hundred (1800) hours.

20.13 Amend as follows:

- a. 8.25 hours or more on duty - no deductions;
- b. three (3) hours or more on duty, but less than 8.25 hours - five and five eighths (5.625) hours deducted.
- c. less than three (3) hours on duty - eleven and one-quarter (11¼) hours deducted.

- 20.12 delete: fifteen (15) day block.
 add: one hundred twelve and one-half (112.50) hours.
 delete: one quarter days per month.
 add: two and one-half (2.5) hours per month.

Article 22 – Leave of Absence

- 22.11 delete: five (5) floating days off.
 add: thirty-seven and one-half (37.50) hours.

Article 24 – Maternity Leave

- 24.01 delete: ten (10) days.
 add: seventy-five (75) hours.

Article 33 – Retirement Allowance

- 33.01 delete: retirement allowance equal to five (5) days pay.
 add: retirement allowance equal to thirty-seven and one-half (37½) hours pay.
 delete: one hundred and twenty-five (125) days' pay.
 add: nine hundred thirty-seven and one-half (937.50) hours pay.

This addendum agreement can be cancelled on thirty (30) days written notice by either party. If this addendum is cancelled, all employees concerned will revert back to the terms and conditions of work covered by the present Collective Agreement.

Signed this 3rd day of October 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
LE FOYER STE-ELIZABETH HOME LOCAL UNION
AND
LE FOYER STE-ELIZABETH INC., BAKER BROOK, NB**

Following the meeting of the Labour/Management Committee held Thursday, February 25, 1999, the undersigned agree to the following:

- Articles 19.01 and 19.06(c) shall be amended to maintain the present practice; that is the adoption of a master schedule for one (1) year, ending on September 25, 1999. At the end of that period, that is September 25, 1999, Articles 19.01 and 19.06(c) shall be interpreted as specified in the collective agreement signed on February 1, 1999.
- Article 19.01 shall be amended as follows until September 25, 1999:

All employees shall receive each year one (1) day paid leave for each of the following holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor-General-in-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-General-in-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day; and
- (l) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.

- Article 19.06(c) shall be amended as follows until September 25, 1999:

The overtime rate shall be paid to the nurse who worked the day shift and to the nurse who commenced the night shift on the holiday. In both cases the overtime rate shall be paid for the total hours worked.

Signed this 3rd day of October 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF May, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
THE NEW BRUNSWICK NURSES UNION
AND
THE NEW BRUNSWICK ASSOCIATION OF NURSING HOMES
AND
KENNEBEC MANOR INC.**

The parties agree that the provincial agreement between the New Brunswick Association of Nursing Homes and the New Brunswick Nurses Union (January 1, 2004-December 31, 2007) shall also apply to the above named parties except as noted herein:

1. Article 10 of the attached agreement will be modified in that article 10.01 shall be subject to article 10.06 and by the addition of article 10.06 which shall read as follows:

10.06 An employee who, because of her religious convictions or beliefs may choose to not participate in a trade union and who because of her religious convictions or beliefs objects to paying regular Union dues to a trade Union, the provisions in this agreement requiring, as a condition of employment membership in the Union and requiring the payment of regular Union dues to the Union do not apply to that employee so long as an amount equal to the amount of the regular Union dues is paid by the employee, either directly or by way of deduction from her wages to a registered charity mutually agreed upon by the employee and the Union. Notwithstanding this article 10.06, the contractual provisions of this agreement shall apply to such employee.

Signed in Fredericton, New Brunswick, this 4th day of October 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
THE FOREST DALE NURSING HOME INC LOCAL,
AS REPRESENTED BY THE NEW BRUNSWICK NURSES UNION
AND
FOREST DALE NURSING HOME INC.**

This Letter of Understanding supercedes the Letter of Agreement signed on April 19, 1996.

In reference to Article 4.06(d) – part-time employees will identify themselves, in writing, to have their name placed on the casual call list. These part-time employees who place their names on the casual call list shall be called, by virtue of their seniority, for casual work that is: (1) known to be available at the time of the posting Article 4.06(d)(i), and (2) unpredictable and not known to be available at the time of the posting (Article 4.06(d) (iv).

In reference to the Compressed Work Week the parties agree to adopt the Addendum to the Collective Agreement Compressed Work Week as negotiated between the Mill Cove Nursing Home Inc. and the Mill Cove Local Union of Registered Nurses, as contained within the collective agreement.

Dated this 3rd day of October 2005./ Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

LETTER OF UNDERSTANDING
BETWEEN
FOYER NOTRE-DAME DE SAINT-LÉONARD INC. - EMPLOYER
AND
NEW BRUNSWICK NURSES UNION
FOYER NOTRE-DAME DE SAINT-LÉONARD LOCAL - UNION

The parties mutually agree to modify the following clauses of the collective agreement signed on July 25, 2016:

Article 4 – Part-time Employees

4.06 (d) (iii) If no part-time employees are available and able to perform the work described in subparagraphs (i) and (ii), work will be offered on a seniority basis to available casual employees able to perform the duties.

Article 16 – Hours of Work

16.06 (b) As far as the needs of the Home permit, employees required to work rotating shifts, shall be spread evenly over a twelve (12) week period. There shall be a time period of at least sixteen (16) hours elapsing between shift change, unless otherwise agreed.

Article 18 – Vacations

18.06 (b) The Home shall post no later than February 1st of each year a list on which employees will enter their choice of vacation. Employees shall be given one week each in rotation by seniority to indicate their choice of vacation. Approved vacation lists shall be posted no later than May 15. After April 1, vacation will be scheduled on a first-come, first-served basis. The employee will be notified as soon as possible.

Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
LES RÉSIDENCES LUCIEN SAINDON, INC.
AND
LES RÉSIDENCES LUCIEN SAINDON UNION LOCAL**

The parties agree that article 17.03(a), item 2 will not cover employees working on a casual basis in the following situation:

-- an employee can work a day shift from 7:45 to 15:45 and return to work on the same day for the night shift, from 23:45 to 7:45 at the regular rate of pay.

The parties agree that this situation would not result in additional costs for the home.

It is agreed that if a nurse forgets this agreement and does not call an employee for the night shift, the Home will not be held responsible.

It is agreed that this Letter of Understanding is valid for the term of the collective agreement.

Date of signature: September 30, 2005 / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**MEMORANDUM OF AGREEMENT
BETWEEN THE PARTIES
WESTFORD NURSING HOME (EMPLOYER)
AND
NEW BRUNSWICK NURSES UNION (UNION)**

The parties agree that the provincial agreement between the New Brunswick Association of Nursing Homes and New Brunswick Nurses Union (January 1, 2004-December 31, 2007) shall also apply to the above-named parties except as noted herein.

14.02 Steps two and three are eliminated.

The administrator is the person designated by the Home as the first level in the grievance process. If the employee does not receive satisfactory settlement of her grievance from the administrator, the employee may refer her grievance to arbitration as provided in Article 15 hereof within twenty-eight (28) calendar days of the date on which she should have received a reply from the administrator or from the date on which she received an unsatisfactory reply.

16.01 (a) The regular daily hours of work in each shift shall be 11 ¼ hours. The regular weekly hours of work shall be 37.5 hours averaged over one rotation of the schedule as determined by employer. There shall be 12 hours between the starting and ending of a shift.

Self-Scheduling:

Articles 16.02-03-04 are amended to the extent of the following:

The parties recognize that self-scheduling can be an asset. The employer agrees to use a self-scheduling process as long as the following is adhered to:

- that the Home is satisfactorily staffed at all times;
- that overtime or other additional costs are to be restricted to the lowest possible level;
- to assure that the preceding two items are adhered to, employees may be called in at times other than their preferred shifts; employees are expected to cooperate at these times except where 4.06(d)(iv)(b) applies;
- all revisions to the self-scheduling process will be subject to the approval of the employer.

Where a conflict arises between this self-scheduling clause and a provision of the collective agreement, this self-scheduling clause shall prevail.

16.06 (b) This clause does not apply.

18.06 (c) The Home, due to operational requirements, may prohibit an employee from taking vacation during the Christmas period which runs from December 24th to January 1st, inclusive. The Home shall not unreasonably refuse any request for vacation during this period where operational requirements permit.

19.01 The parties recognize the practice of scheduling full-time staff off on statutory holidays whenever possible and that this practice will continue.

In witness thereof, the parties have signed this 3rd day of October 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**MEMORANDUM OF AGREEMENT
BETWEEN THE PARTIES
LOCH LOMOND VILLA (EMPLOYER)
AND
NEW BRUNSWICK NURSES UNION (UNION)**

The parties agree that the provincial agreement between the New Brunswick Association of Nursing Homes and New Brunswick Nurses Union shall apply to the above-noted parties, except as noted herein:

Clause 4.06 reinstate as there is no buddy system anymore.

Clause 4.06 (d) (iii) and (iv) (a) Casual work assignments be distributed as per a local agreement negotiated between the Loch Lomond Villa Local and the employer.

Clause 16.06 (b) This Article does not apply to casual work.

Clause 18.06 (b) The Home shall post no later than March 1 of each year a list on which employees will enter their choice of vacation. Employees shall have until April 1st to indicate their choice of vacation. After April 1st vacation shall be scheduled on a first come first served basis. Approved vacation lists shall not be posted later than May 15.

Clause 19.06 (b) Full-time and part-time pro-rata employees shall have their holiday rescheduled.

Clause 20.12 (b) The advanced sick leave credits shall be paid back at the rate of twelve (12) one and one-half (1½) days per month of credits earned upon return to employment.

Clause 20.13 An employee returning to work following an absence from work of ten (10) days duration or more for reasons of illness or WHSCC shall, whenever possible and predictable, advise the employer of her intention to return to work at least seven (7) days in advance but no less than forty-eight (48) hours.

Clause 26.02 The Local agrees that the present practice of the pay day remaining the same regardless of the holiday will continue.

Clause 34.01 The seniority list of all employees covered by this agreement showing the name, classification, date of hire and number of seniority hours in the bargaining unit within the Home shall be prepared and posted monthly ...

The parties agree that the effective date of this Memorandum of Agreement is Saturday, March 24, 2001. Any issue arising as a result of the effective date being March 24, 2001 will be the subject of discussions between the parties.

Dated this 4th day of October 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**ADDENDUM TO THE COLLECTIVE AGREEMENT COMPRESSED WORK
WEEK
BETWEEN
CENTRAL NEW BRUNSWICK NURSING HOME INC.
AND
CENTRAL NEW BRUNSWICK NURSING HOME LOCAL UNION (NURSES)**

A compressed work week has been developed for employees subject to this Compressed Work Week Addendum.

Preamble:

Where a schedule providing for a compressed work week is established, the following amendments to the Collective Agreement shall prevail for employees working such schedules. All other clauses of the present Collective Agreement not referenced in this Addendum shall remain in effect for these employees.

Article 3 – Definitions

- 3.01 (a) Full-time employee is a person who is regularly scheduled to work thirty-seven (37) hours per week averaged over one (1) rotation of the work schedule.
- 3.11 Shift means twelve (12) consecutive hours of work including a lunch period. There shall be two (2) consecutive shifts having twenty-four (24) hours, namely day and night shifts.

Article 4 – Part-Time Employees

- 4.06 (b) Part-time employees are hired and confirmed in part-time positions to work a specific number of scheduled shifts averaged over one (1) rotation of the work schedule. This number of shifts will not be increased or decreased without mutual consent. It is understood that this will not affect the employer's right to initiate layoffs resulting from a lack of work.

Article 16 – Hours of Work

- 16.01 (a) The regular daily hours of work in each shift shall be eleven and one-quarter (11¼). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over one (1) rotation of the work schedule as determined by the Employer. Meal periods shall not be less than forty-five minutes each shift and shall not be considered hours of work.
- 16.06 (a) Where employees are required to work rotating shifts, such shifts shall be rotated equally among all employees, except that consideration shall be given to employee's requests for permanent night duty. Employees requesting return to regular rotation shall be permitted to return.

(b) Employees required to work rotating shifts shall be scheduled to work the majority of shifts on day duty if possible. There shall be a time period of at least twelve (12) hours elapsing between shift change, unless otherwise agreed.

16.07 No employee shall be required to work more than four (4) consecutive days without day(s) off.

Article 17 – Overtime

17.03 (a) (2) In excess of eleven and one-quarter (11¼) hours in any one (1) day.

(3) In excess of thirty-seven and one-half (37½) hours averaged over one (1) rotation of the work schedule.

(4) In excess of four (4) consecutive days (excluding casual employees and part-time employees working on a casual basis).

(5) Without twelve (12) hours time off between shifts.

Article 18 – Vacations

18.01 (A) (a) delete: one and one-quarter (1.25) days per month
replace with: 9.75 hours per month

(b) delete: one and one-quarter (1.25) days per month
replace with: 9.75 hours per month

(c) delete: 1.66 days per month
replace with: 12.45 hours per month

(d) delete: 1.75 days per month
replace with: 13.125 hours per month

(e) delete: 1.83 days per month
replace with: 13.725 hours per month

(f) delete: 1.91 days per month
replace with: 14.325 hours per month

(g) delete: 2 days per month
replace with: 15 hours per month

(h) delete: 2.08 days per month
replace with: 15.6 hours per month

Such vacation to be taken during the following vacation year.

(B) Every eligible full-time employee shall be entitled to receive ten (10) consecutive days of vacation excluding days off. Unbroken vacation of over ten (10) days shall be subject to the Employer's approval.

18.08 An employee who becomes sick for a minimum of two (2) days during her vacation period shall qualify for use of sick leave credits upon production of a doctor's certificate, and she shall have her vacation days rescheduled at a later date.

Article 19 – Holidays

19.01 All employees shall receive seven and one-half (7½) hours paid leave for each of the following holidays each year:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Sunday;
- (d) the day fixed by proclamation of the Governor-General-in-Council for the celebration of the birthday of the Sovereign;
- (e) Dominion Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-General-in-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day; and
- (l) all other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant- Governor of the Province of New Brunswick.

This benefit is to be pro-rated for part-time employees not receiving the all-inclusive rate of pay.

19.02 If a holiday falls on an employee's scheduled day off, she shall be given seven and one-half (7½) hours off as the employee's holiday and this shall be scheduled by mutual agreement between the Home and the employee. The seven and one-half (7½) hours off shall be given immediately preceding or following the employee's regular days off, unless otherwise mutually agreed.

Article 20 – Sick Leave

20.01 (a) Subject to 20.01(a)(i) each full-time employee in the bargaining unit shall accumulate sick leave credits at a rate of eleven and one-quarter (11.25) hours per month of service completed up to a maximum of eighteen hundred (1800) hours.

(i) Subject to Articles 20.03, 20.04 and 20.05, commencing June 30, 1996 and every June 30th thereafter, the employer will review the previous twelve (12) months sick leave usage by each full-time employee to determine the adjustment to the employee's sick leave bank in accordance with the following:

1. if the employee utilized zero (0) - thirty (30) hours in the twelve (12) month period previous to and including June 30, the employee's sick leave bank shall be credited up to one hundred thirty-five (135) hours;
- 2 if the employee utilized thirty-seven and one-half (37½) hours to sixty (60) hours in the twelve (12) month period previous to and including June 30, the employee's sick leave bank shall be credited up to one hundred and twenty (120) hours;
3. if the employee utilized sixty-seven and one half (67½) hours or more in the twelve (12) month period previous to and including June 30, the employee's sick leave bank shall be credited up to one hundred twelve and one-half (112.5) hours.

In calculating the net adjustment to the employee's sick leave bank as set out above, the employer shall make a deduction for any sick leave credits utilized by the employee during the twelve (12) months previous to and including June 30.

20.10 Where an employee is absent for part of his shift because of illness, deduction from sick leave credits shall be made in accordance with the following:

- (a) eight and one-quarter (8.25) hours or more on duty = no deduction;
- (b) three (3) hours or more on duty, but less than eight and one-quarter (8.25) hours = 5.625 hours deducted;
- (c) less than three (3) hours on duty = eleven and one-quarter (11.25) hours deducted.

20.12 (a) An employee who has been employed for a period of six (6) years or greater, and who has used her accumulated sick leave credit shall be granted upon request advanced sick leave credits of up to one hundred and twelve and one-half (112.5) hours.

(b) The advanced sick leave credits shall be paid back at the rate of three and three quarters (3¾) hours per month of credits earned upon return to employment.

(c) The total advanced sick leave credits shall not exceed one hundred and twelve and one-half (112.5) hours at any one (1) time.

Article 22 – Leave of Absence

22.11 An employee may be granted thirty-seven and one-half (37½) hours off without pay each calendar year and will notify her supervisor at least twenty-four (24) hours in advance except in the case of an emergency, and shall state she wants a floating day off.

22.13 Full-time employees shall have the right to apply for a leave of absence with pay of up to twenty-two and one-half (22½) hours per calendar year; fifteen (15) hours for part-time employees and seven and one-half (7½) hours for casuals in the case of an emergency as defined in Article 3.12 and/or family responsibility requiring the employee's personal attention where no other reasonable alternatives are available. Such leave will not be unreasonably withheld. This benefit is not cumulative from year to year. Seven and one-half (7½) hours will be available for the balance of 2001.

Article 24 – Maternity Leave

24.01 Employees entitled to maternity leave shall be permitted to use seventy-five (75) hours of their accumulated sick leave credits while on maternity leave.

24.07 On the occasion of the birth of his child, a male nurse shall be granted, on request, special leave with pay to a maximum of fifteen (15) hours during the confinement of his spouse. This leave shall be deducted from his accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional thirty (30) hours without pay.

24.09 Child Care Leave

(i) If both the adopting parents are nurses, the parent other than the parent requesting a leave under 24.08(a) shall be granted upon request fifteen (15) hours leave with pay. This leave shall be deducted from his accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional thirty (30) hours without pay.

Article 30 – Layoff and Recall

30.09 (a) (iii) the offer does not provide the laid off employee with more than her regular complement of committed hours averaged over one rotation of the work schedule.

Once the employees on the recall list have received their regular complement of committed hours over one rotation of the work schedule, Article 4.06(d) shall be reactivated to distribute the available casual work.

Article 33 – Retirement Allowance

- (a) Where an employee having seniority of five (5) years or more:
- (i) retires in accordance with Article 32;
 - (ii) has her employment terminated due to disability or death;
 - (iii) is laid off subject to Clause 34.04.

the Home shall pay such an employee or beneficiary a retirement allowance equal to thirty-seven and one-half (37½) hours pay for each full year of seniority but not exceeding nine hundred thirty-seven and one-half (937½) hours pay at the regular rate of pay.

Article 40 – Job Description and Orientation

40.03 (d) For newly hired employees the minimum orientation shall be twenty-two and one-half (22½) hours and for employees who have never worked in a nursing home or where required to work rotating shifts, it is understood that orientation of a minimum of thirty-seven and one-half (37½) hours will be required. Employees receiving the required orientation shall be paid at their job rate following an equivalent number of shifts worked.

This Addendum agreement becomes part of the current Collective Agreement which expires December 31, 2023.

Signing date: October 3, 2005 / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN VILLA ST-JOSEPH INC.
AND
VILLA ST-JOSEPH NURSING HOME LOCAL**

The parties agree that Villa St-Joseph will continue to compensate the incumbent nurses at the time of certification (see attached list) an allowance of \$130.00 on September 1st of each year. It is also understood that this practice will cease once the incumbents' employment at Villa St-Joseph ends.

Signed this 7th day of December 2005. / Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

**LETTER OF UNDERSTANDING
BETWEEN
LA SYNDICAT LOCAL DE LA VILLA MARIA LOCAL UNION
AND
LA VILLA MARIA INC., SAINT-LOUIS-DE-KENT, NB
AS REPRESENTED
BY THE NEW BRUNSWICK NURSES UNION**

The parties hereby agree that the attached collective agreement between the New Brunswick Association of Nursing Homes and the New Brunswick Nurses Union applies to the nurses at La Villa Maria Inc. with the addition of the "Letter of Intent" dated April 30, 2009.

**LETTER OF INTENT
BETWEEN
VILLA MARIA INC., SAINT-LOUIS DE KENT, NEW BRUNSWICK
AND
THE NEW BRUNSWICK NURSES UNION FOR
LOCAL VILLA MARAI INC., OF SAINT-LOUIS DE KENT**

The parties confirm that they have agreed to the Collective Agreement as signed on March 16, 2009 between the New Brunswick Nurses Union and NBANH and agree to accept the language of the Nursing Home Agreement between the New Brunswick Nurses Union (NBNU) and the New Brunswick Association of Nursing Homes Inc., with the following exception:

3.11 Notwithstanding Article 3.11 of the Collective Agreement, "shift" means twelve (12) consecutive hours of work including the meal period and the application of the other articles of the Collective Agreement (see Addendum, page 92, of the former Collective Agreement expiring December 31, 2007)

Renewed on May 20, 2022

Signed this 20th DAY OF May, 2022

Original signed by the Parties.

**ADDENDUM AGREEMENT
BETWEEN
KINGS WAY CARE CENTRE INC. (“KWCC”)
and
NEW BRUNSWICK NURSES UNION (“Union”)**

WHEREAS KWCC and the Union intend to amend the terms and conditions of the Provincial Collective Agreement between the New Brunswick Association of Nursing Homes and the New Brunswick Nurses Union dated to expire on December 31st, 2023. (Provincial Collective Agreement”);

1. KWCC and the Union agree to the terms and conditions as contained in the Provincial Collective Agreement with the modifications as set forth in this Addendum Agreement.
2. Notwithstanding the terms of the Provincial Collective Agreement, the modification wording as set forth in this Addendum Agreement shall prevail even where there is a conflict in wording or intention with the Provincial Collective Agreement.
3. The Provincial Collective Agreement shall be modified as follows:

THROUGHOUT THE PROVINCIAL COLLECTIVE AGREEMENT – All references to “Home” shall be changed to “Care Centre”

ARTICLE 1 – PURPOSE OF AGREEMENT

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 the harmonious relations and settle conditions of employment between the Employer and the Union.
- (c) promote the morale, well being and security of all the employees in the bargaining unit of the Union.
- (d) recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment and services.
- (e) both parties agree that job flexibility with respect to the care of the residents and the efficient operation of the care centre is required in order to promote a positive environment for both residents and employees.
- (f) encourage efficiency in operation of Kings Way Care Centre (“Care Centre”).

ARTICLE 10 – UNION SECURITY

10.06 An employee who, because of her religious convictions or beliefs may choose to not participate in a trade union and who because of her religious convictions or beliefs objects to paying regular Union dues to a trade Union, the provisions in this agreement requiring, as a condition of employment membership in the Union and requiring the payment of regular Union dues to the Union do not apply to that employee so long as an amount equal to the amount of the regular Union dues is paid by the employee, either directly or by way of deduction from her wages to a registered charity mutually agreed upon by the employee and the Union. Notwithstanding this article 10.06, the contractual provisions of this agreement shall apply to such employee.

ARTICLE 18 – VACATIONS

18.02 The vacation year shall be the period April 1st of each year to March 31st of the following year.

ARTICLE 27 – VACANCIES, POSTINGS, AND PROMOTIONS

27.03 (b) Vacancies in the nurse manager positions shall be based on qualifications, nursing skills, demonstrated leadership skills, performance disciplinary record, attendance and any other relevant skills required to perform the job. When the above are equal amongst two or more applicants, the position shall be filled on the basis of seniority.

27.04 (b) The successful applicant for the position of nurse manager shall be placed on a trial period in the new classification for six (6) months.

ARTICLE 51 – EMPLOYER POLICIES

51.01 The Employer and the Union recognize that the Employer has established policies and procedures which apply to the Employees.

51.02 The Employer shall have the sole and exclusive discretion to modify, create and implement policies and procedures on the condition that they do not conflict with the Collective Agreement.

Renewed on May 20, 2022

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

TRANSFER AGREEMENT
BETWEEN
TREASURY BOARD
AND
NEW BRUNSWICK NURSES UNION
AND
WAUKLEHEGAN MANOR INC.

PREAMBLE

As part of the attached Settlement Agreement, all RNs currently working at Wauklehegan Manor Inc. ("Wauklehegan"), as part of Horizon Health Network ("HHN"), will be transferred from Part III of the *Public Service Labour Relations Act* ("PSLRA") to Wauklehegan, under the *Industrial Relations Act* ("IRA").

The following agreement defines the conditions and provisions which apply to the transfer of the RNs from Part III of the New Brunswick Public Service to Wauklehegan.

APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective November 9, 2019, (the "Transfer Date"), the terms and conditions of employment for the former employees of the Regional Health Authorities at Wauklehegan, under the collective agreement between Board of Management and NBNU (the "Part III Agreement"), will be in accordance with the collective agreement between the New Brunswick Association of Nursing Homes ("NBANH") and NBNU, commencing January 1, 2015 and expiring on December 31, 2018 (the "Nursing Home Agreement"), except for the provisions as outlined below.

1. PROBATIONARY PERIOD

A transferring employee of HHN who has completed his/her probationary period as of November 9, 2019, will not be placed on probation upon transfer. A transferring employee who is on probation on November 9, 2019, will continue to serve a probationary period as specified in the Nursing Home Agreement, but given credit for time worked under the Part III Agreement.

2. SENIORITY

Upon transfer to Wauklehegan, transferring employees of HHN shall retain their seniority hours previously credited with HHN.

All subsequent seniority will be accumulated as per Article 34 of the Nursing Home Agreement. Each transferring employee's date of hire will not change as a result of this transfer.

3. HOURS OF WORK

Upon transfer, the regular hours of work for transferring employees will remain the same as the regular hours assigned to their position/full time equivalency (FTE) in Part III.

4. VACATIONS

Transferring employees who have any unused vacation credits accumulated in Part III, under the Part III Agreement, shall be allowed to carry over these credits to Wauklehegan under the Nursing Home Agreement.

Unused vacation credit means vacation credits:

- (a) unused and accrued by an employee up to November 9, 2019;
- (b) accrued in previous years and carried over from Part III.

Transferring employees having reached the following threshold hours for vacation credits shall retain his or her vacation accrual rate but subsequent acceleration will be as per the provisions under Article 18 of the Nursing Home Agreement.

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month in accordance with Article 21.06;
- (b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of fifteen (15) days;
- (c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of twenty (20) days;
- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-one (21) days;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-two (22) days;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-three (23) days;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-four (24) days;
- (h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of twenty-five (25) days.

5. HOLIDAY CREDITS

Upon transfer to Wauklehegan, former employees of Part III will be allowed to transfer all unused holiday credits.

6. SICK LEAVE CREDITS

Upon transfer to Wauklehegan, former employees of Part III will be allowed to transfer their sick leave credits, up to a maximum of 240 days.

7. PAY PERIOD

Upon transfer to Wauklehegan, transferring employees will be paid as per their current pay schedule. The first pay date for transferring employees will be November 29th, 2019, which will include work conducted from November 8th, 2019 to November 22nd, 2019.

8. CLASSIFICATIONS

Upon transfer to Wauklehegan, former Part III employees will be transferred to the following classification in the Nursing Home Agreement.

<u>Part III Classification</u>	<u>Nursing Home Classification</u>
<u>RN Class A (RNCA)</u>	<u>Registered Nurse (RNCB)</u>
<u>RN Class B (RNCB)</u>	<u>Registered Nurse (RNCB)</u>

9. WAGES

Transferring employees, shall be placed on the same step, and grid (ie: retention premium) in the Nursing Home Agreement as they were on in the Part III Agreement (ie: Part III Step B = Nursing Home Step 1, Part III Step C = Nursing Home Step 2) and then receive increases in accordance with the Nursing Home Agreement.

10. OVERTIME

Overtime accumulated under the Part III Agreement (Article 20) will be transferred to Wauklehegan, under the Nursing Home Agreement at the Transfer Date, after which Article 17 of the Nursing Home Agreement will apply.

11. MATERNITY LEAVE

Any maternity leave approved under the Part III Agreement will be administered in accordance with the maternity leave provisions of that same agreement. The employees will also continue to have access to the Supplementary Employment Benefit Plan as per Article 27.08 of the Part III Agreement.

12. ANNIVERSARY DATE

A former employee shall retain his/her "anniversary date" or "date of hire" as the employment date of the Regional Health Authorities in Part III.

13. RETIREMENT ALLOWANCE

Credit for years of service with the Regional Health Authorities in Part III will be transferred for purposes of calculating an employee's eventual retirement allowance entitlement in accordance with Article 33 of the Nursing Home Agreement.

14. HEALTH CARE AND GROUP LIFE PLAN

In relation to transition of coverage for Employees being transferred from Part III of the PSLRA health, dental and insurance plans:

- (a) there will be no waiting period for Employees to transition to the New Brunswick Association of Nursing Homes Inc. (NBANH) plan;
- (b) Employees will have no requirement for a medical exam to become eligible for coverage and benefits will not be rejected for pre-existing conditions in relation to the NBANH plan; and
- (c) coverage will be as set out in the NBANH benefit contract at the Transfer Date and pursuant to any subsequent NBANH contracts going forward.

15. PENSIONS

Upon signing this Transfer Agreement, Wauklehegan acknowledges and agrees to enter into a participation agreement with the Board of Trustees of the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Board of the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes prior to the Transfer Date, in order to become a participating employer under the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes (collectively the "Nursing Homes Pension Plans") as of the Transfer Date and to trigger the "successor employer rule" under subsection 69(2) of the *Pension Benefits Act* (New Brunswick) in respect of this Transfer Agreement.

For greater clarity, once triggered, the "successor employer rule" shall deem the employment of the affected employees not to be terminated by reason of the Transfer Agreement; and the affected employees shall be entitled to credit in the applicable Nursing Homes Pension Plan for the period of employment with the Province for purposes of determining eligibility for membership in or entitlement to benefits under the Nursing Homes Pension Plan; as well as credit in the pension plan to which the affected employees participated prior to the Transfer Date (the "former pension plan"), as applicable, for the period of employment with Wauklehegan for purposes of determining entitlement to benefits under the former pension plan.

16. TRANSFER AGREEMENT

This transfer agreement shall be incorporated and become part of the Nursing Home Agreement and is enforceable in accordance with the terms of that agreement.

Note: This Transfer Agreement represents the total agreement and supersedes any previously signed off language.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

TRANSFER AGREEMENT
BETWEEN
TREASURY BOARD
AND
NEW BRUNSWICK NURSES UNION
AND
QUEEN'S NORTH HEALTH COMPLEX INC. c.o.b.
W.G. BISHOP NURSING HOME

PREAMBLE

As part of the attached Settlement Agreement, all RNs currently working at Queen's North Health Complex Inc. c.o.b. W.G. Bishop Nursing Home ("W.G. Bishop"), as part of Horizon Health Network ("HHN"), will be transferred from Part III of the *Public Service Labour Relations Act* ("PSLRA") to W.G. Bishop, under the *Industrial Relations Act* ("IRA").

The following agreement defines the conditions and provisions which apply to the transfer of the RNs from Part III of the New Brunswick Public Service to W.G. Bishop.

APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective November 9, 2019, (the "Transfer Date"), the terms and conditions of employment for the former employees of the Regional Health Authorities at W.G. Bishop, under the collective agreement between Board of Management and NBNU (the "Part III Agreement"), will be in accordance with the collective agreement between the New Brunswick Association of Nursing Homes ("NBANH") and NBNU, commencing January 1, 2015 and expiring on December 31, 2018 (the "Nursing Home Agreement"), except for the provisions as outlined below.

1. PROBATIONARY PERIOD

A transferring employee of HHN who has completed his/her probationary period as of November 9, 2019, will not be placed on probation upon transfer. A transferring employee who is on probation on November 9, 2019, will continue to serve a probationary period as specified in the Nursing Home Agreement, but given credit for time worked under the Part III Agreement.

2. SENIORITY

Upon transfer to W.G. Bishop, transferring employees of HHN shall retain their seniority hours previously credited with HHN.

All subsequent seniority will be accumulated as per Article 34 of the Nursing Home Agreement. Each transferring employee's date of hire will not change as a result of this transfer.

3. HOURS OF WORK

Upon transfer, the regular hours of work for transferring employees will remain the same as the regular hours assigned to their position/full time equivalency (FTE) in Part III.

4. VACATIONS

Transferring employees who have any unused vacation credits accumulated in Part III, under the Part III Agreement, shall be allowed to carry over these credits to W. G. Bishop under the Nursing Home Agreement.

Unused vacation credit means vacation credits:

- (a) unused and accrued by an employee up to November 9, 2019;
- (b) accrued in previous years and carried over from Part III.

Transferring employees having reached the following threshold hours for vacation credits shall retain his or her vacation accrual rate but subsequent acceleration will be as per the provisions under Article 18 of the Nursing Home Agreement.

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month in accordance with Article 21.06;
- (b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of fifteen (15) days;
- (c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of twenty (20) days;
- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-one (21) days;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-two (22) days;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-three (23) days;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-four (24) days;
- (h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of twenty-five (25) days.

5. HOLIDAY CREDITS

Upon transfer to W.G. Bishop, former employees of Part III will be allowed to transfer all unused holiday credits.

6. SICK LEAVE CREDITS

Upon transfer to W.G. Bishop, former employees of Part III will be allowed to transfer their sick leave credits, up to a maximum of 240 days.

7. PAY PERIOD

Upon transfer to W.G. Bishop, transferring employees will be paid as per their current pay schedule. The first pay date for transferring employees will be November 29th, 2019, which will include work conducted from November 8th, 2019 to November 22nd, 2019.

8. CLASSIFICATIONS

Upon transfer to W.G. Bishop, former Part III employees will be transferred to the following classification in the Nursing Home Agreement.

<u>Part III Classification</u>	<u>Nursing Home Classification</u>
<u>RN Class A (RNCA)</u>	<u>Registered Nurse (RNCB)</u>
<u>RN Class B (RNCB)</u>	<u>Registered Nurse (RNCB)</u>

9. WAGES

Transferring employees, shall be placed on the same step, and grid (ie: retention premium) in the Nursing Home Agreement as they were on in the Part III Agreement (ie: Part III Step B = Nursing Home Step 1, Part III Step C = Nursing Home Step 2) and then receive increases in accordance with the Nursing Home Agreement.

10. OVERTIME

Overtime accumulated under the Part III Agreement (Article 20) will be transferred to W.G. Bishop, under the Nursing Home Agreement at the Transfer Date, after which Article 17 of the Nursing Home Agreement will apply.

11. MATERNITY LEAVE

Any maternity leave approved under the Part III Agreement will be administered in accordance with the maternity leave provisions of that same agreement. The employees will also continue to have access to the Supplementary Employment Benefit Plan as per Article 27 .08 of the Part III Agreement.

12. ANNIVERSARY DATE

A former employee shall retain his/her "anniversary date" or "date of hire" as the employment date of the Regional Health Authorities in Part III.

13. RETIREMENT ALLOWANCE

Credit for years of service with the Regional Health Authorities in Part III will be transferred for purposes of calculating an employee's eventual retirement allowance entitlement in accordance with Article 33 of the Nursing Home Agreement.

14. HEALTH CARE AND GROUP LIFE PLAN

In relation to transition of coverage for Employees being transferred from Part III of the PSLRA health, dental and insurance plans:

- (a) there will be no waiting period for Employees to transition to the New Brunswick Association of Nursing Homes Inc. (NBANH) plan;
- (b) Employees will have no requirement for a medical exam to become eligible for coverage and benefits will not be rejected for pre-existing conditions in relation to the NBANH plan; and
- (c) coverage will be as set out in the NBANH benefit contract at the Transfer Date and pursuant to any subsequent NBANH contracts going forward.

15. PENSIONS

Upon signing this Transfer Agreement, W.G. Bishop acknowledges and agrees to enter into a participation agreement with the Board of Trustees of the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Board of the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes prior to the Transfer Date, in order to become a participating employer under the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes (collectively the "Nursing Homes Pension Plans") as of the Transfer Date and to trigger the "successor employer rule" under subsection 69(2) of the *Pension Benefits Act* (New Brunswick) in respect of this Transfer Agreement.

For greater clarity, once triggered, the "successor employer rule" shall deem the employment of the affected employees not to be terminated by reason of the Transfer Agreement; and the affected employees shall be entitled to credit in the applicable Nursing Homes Pension Plan for the period of employment with the Province for purposes of determining eligibility for membership in or entitlement to benefits under the Nursing Homes Pension Plan; as well as credit in the pension plan to which the affected employees participated prior to the Transfer Date (the "former pension plan"), as applicable, for the period of employment with W.G. Bishop for purposes of determining entitlement to benefits under the former pension plan.

16. TRANSFER AGREEMENT

This transfer agreement shall be incorporated and become part of the Nursing Home Agreement and is enforceable in accordance with the terms of that agreement.

Note: This Transfer Agreement represents the total agreement and supersedes any previously signed off language.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

TRANSFER AGREEMENT
BETWEEN
TREASURY BOARD
AND
NEW BRUNSWICK NURSES UNION
AND
NASHWAAK VILLA INC.

PREAMBLE

As part of the attached Settlement Agreement, all RNs currently working at Nashwaak Villa Inc. ("NVI"), as part of Horizon Health Network ("HHN"), will be transferred from Part III of the *Public Service Labour Relations Act* ("PSLRA") to Nashwaak Villa Inc., under the *Industrial Relations Act* ("IRA").

The following agreement defines the conditions and provisions which apply to the transfer of the RNs from Part III of the New Brunswick Public Service to NVI.

APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective November 9, 2019, (the "Transfer Date"), the terms and conditions of employment for the former employees of the Regional Health Authorities at NVI, under the collective agreement between Board of Management and NBNU (the "Part III Agreement"), will be in accordance with the collective agreement between the New Brunswick Association of Nursing Homes ("NBANH") and NBNU (the "Nursing Home Agreement"), except for the provisions as outlined below.

1. PROBATIONARY PERIOD

A transferring employee of HHN who has completed his/her probationary period as of November 9, 2019, will not be placed on probation upon transfer. A transferring employee who is on probation on November 9, 2019, will continue to serve a probationary period as specified in the Nursing Home Agreement, but given credit for time worked under the Part III Agreement.

2. SENIORITY

Upon transfer to NVI, transferring employees of HHN shall retain their seniority hours previously credited with HHN.

All subsequent seniority will be accumulated as per Article 34 of the Nursing Home Agreement.

Each transferring employee's date of hire will not change as a result of this transfer.

3. HOURS OF WORK

Upon transfer, the regular hours of work for transferring employees will remain the same as the regular hours assigned to their position/full time equivalency (FTE) in Part III.

4. VACATIONS

Transferring employees who have any unused vacation credits accumulates in Part III, under the Part III Agreement, shall be allowed to carry over these credits to NVI under the Nursing Home Agreement.

Unused vacation credit means vacation credits:

- (a) unused and accrued by an employee up to November 9, 2019;
- (b) accrued in previous years and carried over from Part III.

Transferring employees having reached the following threshold hours for vacation credits shall retain his or her vacation accrual rate but subsequent acceleration will be as per the provisions under Article 18 of the Nursing Home Agreement.

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month in accordance with Article 21.06;
- (b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of fifteen (15) days;
- (c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of twenty (20) days;
- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-one (21) days;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-two (22) days;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-three (23) days;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-four (24) days;
- (h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of twenty-five (25) days.

5. HOLIDAY CREDITS

Upon transfer to NVI, former employees of Part III will be allowed to transfer all unused holiday credits.

6. SICK LEAVE CREDITS

Upon transfer to NVI, former employees of Part III will be allowed to transfer their sick leave credits, up to a maximum of 240 days.

7. PAY PERIOD

Upon transfer to NVI, transferring employees will be paid as per their current pay schedule. The first pay date for transferring employees will be November 29th, 2019, which will include work conducted from November 8th, 2019 to November 22nd, 2019.

8. CLASSIFICATIONS

Upon transfer to NVI, former Part III employees will be transferred to the following classification in the Nursing Home Agreement.

<u>Part III Classification</u>	<u>Nursing Home Classification</u>
<u>Registered Nurse</u>	<u>Registered Nurse (RNCB)</u>

9. WAGES

Transferring employees, shall be placed on the same step, and grid (ie: retention premium) in the Nursing Home Agreement as they were on in the Part III Agreement (ie: Part III Step B = Nursing Home Step 1, Part III Step C = Nursing Home Step 2) and then receive increases in accordance with the Nursing Home Agreement.

10. OVERTIME

Overtime accumulated under the Part III Agreement (Article 20) will be transferred to NVI, under the Nursing Home Agreement at the Transfer Date, after which Article 17 of the Nursing Home Agreement will apply.

11. MATERNITY LEAVE

Any maternity leave approved under the Part III Agreement will be administered in accordance with the maternity leave provisions of that same agreement. The employees will also continue to have access to the Supplementary Employment Benefit Plan as per Article 27.08 of the Part III Agreement.

12. ANNIVERSARY DATE

A former employee shall retain his/her "anniversary date" or "date of hire" as the employment date of the Regional Health Authorities in Part III.

13. RETIREMENT ALLOWANCE

Credit for years of service with the Regional health Authorities in Part III will be transferred for purposes of calculating an employee's eventual retirement allowance entitlement in accordance with Article 33 of the Nursing Home Agreement.

14. HEALTH CARE AND GROUP LIFE PLAN

In relation to transition of coverage for Employees being transferred from Part III of the PSLRA health, dental and insurance plans:

- (a) there will be no waiting period for Employees to transition to the New Brunswick Association of Nursing Homes Inc. (NBANH) plan;
- (b) Employees will have no requirement for a medical exam to become eligible for coverage and benefits will not be rejected for pre-existing conditions in relation to the NBANH plan; and
- (c) coverage will be as set out in the NBANH benefit contract at the Transfer Date and pursuant to any subsequent NBANH contracts going forward.

15. PENSIONS

Upon signing this Transfer Agreement, NVI acknowledges and agrees to enter into a participation agreement with the Board of Trustees of the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Board of the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes prior to the Transfer Date, in order to become a participating employer under the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes (collectively the "Nursing Homes Pension Plans") as of the Transfer Date and to trigger the "successor employer rule" under subsection 69(2) of the *Pension Benefits Act* (New Brunswick) in respect of this Transfer Agreement.

For greater clarity, once triggered, the "successor employer rule" shall deem the employment of the affected employees not to be terminated by reason of the Transfer Agreement; and the affected employees shall be entitled to credit in the applicable Nursing Homes Pension Plan for the period of employment with the Province for purposes of determining eligibility for membership in or entitlement to benefits under the Nursing Homes Pension Plan; as well as credit in the pension plan to which the affected employees participated prior to the Transfer Date (the "former pension plan"), as applicable, for the period of employment with NVI for purposes of determining entitlement to benefits under the former pension plan.

16. TRANSFER AGREEMENT

This transfer agreement shall be incorporated and become part of the Nursing Home Agreement and is enforceable in accordance with the terms of that agreement.

Note: This Transfer Agreement represents the total agreement and supersedes any previously signed off language.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

TRANSFER AGREEMENT
BETWEEN
TREASURY BOARD
AND
NEW BRUNSWICK NURSES UNION
AND
WHITE RAPIDS MANOR INC.

PREAMBLE

As part of the attached Settlement Agreement, all RNs currently working at White Rapids Manor Inc. ("White Rapids"), as part of Horizon Health Network ("HHN"), will be transferred from Part III of the *Public Service Labour Relations Act* ("PSLRA") to White Rapids, under the *Industrial Relations Act* ("IRA").

The following agreement defines the conditions and provisions which apply to the transfer of the RNs from Part III of the New Brunswick Public Service to White Rapids.

APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective November 9, 2019, (the "Transfer Date"), the terms and conditions of employment for the former employees of the Regional Health Authorities at White Rapids, under the collective agreement between Board of Management and NBNU (the "Part III Agreement"), will be in accordance with the collective agreement between the New Brunswick Association of Nursing Homes ("NBANH") and NBNU, commencing January 1, 2015 and expiring on December 31, 2018 (the "Nursing Home Agreement"), except for the provisions as outlined below.

1. PROBATIONARY PERIOD

A transferring employee of HHN who has completed his/her probationary period as of November 9, 2019, will not be placed on probation upon transfer. A transferring employee who is on probation on November 9, 2019, will continue to serve a probationary period as specified in the Nursing Home Agreement, but given credit for time worked under the Part III Agreement.

2. SENIORITY

Upon transfer to White Rapids, transferring employees of HHN shall retain their seniority hours previously credited with HHN.

All subsequent seniority will be accumulated as per Article 34 of the Nursing Home Agreement. Each transferring employee's date of hire will not change as a result of this transfer.

3. HOURS OF WORK

Upon transfer, the regular hours of work for transferring employees will remain the same as the regular hours assigned to their position/full time equivalency (FTE) in Part III.

4. VACATIONS

Transferring employees who have any unused vacation credits accumulated in Part III, under the Part III Agreement, shall be allowed to carry over these credits to White Rapids under the Nursing Home Agreement.

Unused vacation credit means vacation credits:

- (a) unused and accrued by an employee up to November 9, 2019;
- (b) accrued in previous years and carried over from Part III.

Transferring employees having reached the following threshold hours for vacation credits shall retain his or her vacation accrual rate but subsequent acceleration will be as per the provisions under Article 18 of the Nursing Home Agreement.

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month in accordance with Article 21.06;
- (b) 1957.5 hours but less than 9787.5 hours shall be entitled to vacation with pay at her regular rate for a period of fifteen (15) days;
- (c) 9787.5 hours but less than 31,320 hours shall be entitled to vacation with pay at her regular rate for a period of twenty (20) days;
- (d) 31,320 hours but less than 33,277.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-one (21) days;
- (e) 33,277.5 hours but less than 35,235 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-two (22) days;
- (f) 35,235 hours but less than 37,192.5 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-three (23) days;
- (g) 37,192.5 hours but less than 39,150 hours shall be entitled to vacation with pay at her regular rate for a period of twenty-four (24) days;
- (h) 39,150 hours or more shall be entitled to vacation with pay at her regular rate for a period of twenty-five (25) days.

5. HOLIDAY CREDITS

Upon transfer to White Rapids, former employees of Part III will be allowed to transfer all unused holiday credits.

6. SICK LEAVE CREDITS

Upon transfer to White Rapids, former employees of Part III will be allowed to transfer their sick leave credits, up to a maximum of 240 days.

7. PAY PERIOD

Upon transfer to White Rapids, transferring employees will be paid as per their current pay schedule. The first pay date for transferring employees will be November 29th, 2019, which will include work conducted from November 8th, 2019 to November 22nd, 2019.

8. CLASSIFICATIONS

Upon transfer to White Rapids, former Part III employees will be transferred to the following classification in the Nursing Home Agreement

<u>Part III Classification</u>	<u>Nursing Home Classification</u>
<u>RN Class A (RNCA)</u>	<u>Registered Nurse (RNCB)</u>
<u>RN Class B (RNCB)</u>	<u>Registered Nurse (RNCB)</u>

9. WAGES

Transferring employees, shall be placed on the same step, and grid (ie: retention premium) in the Nursing Home Agreement as they were on in the Part III Agreement (ie: Part III Step B = Nursing Home Step 1, Part III Step C = Nursing Home Step 2) and then receive increases in accordance with the Nursing Home Agreement

10. OVERTIME

Overtime accumulated under the Part III Agreement (Article 20) will be transferred to White Rapids, under the Nursing Home Agreement at the Transfer Date, after which Article 17 of the Nursing Home Agreement will apply.

11. MATERNITY LEAVE

Any maternity leave approved under the Part III Agreement will be administered in accordance with the maternity leave provisions of that same agreement. The employees will also continue to have access to the Supplementary Employment Benefit Plan as per Article 27.08 of the Part III Agreement.

12. ANNIVERSARY DATE

A former employee shall retain his/her "anniversary date" or "date of hire" as the employment date of the Regional Health Authorities in Part III.

13. RETIREMENT ALLOWANCE

Credit for years of service with the Regional health Authorities in Part III will be transferred for purposes of calculating an employee's eventual retirement allowance entitlement in accordance with Article 33 of the Nursing Home Agreement.

14. HEALTH CARE AND GROUP LIFE PLAN

In relation to transition of coverage for Employees being transferred from Part III of the PSLRA health, dental and insurance plans:

- (a) there will be no waiting period for Employees to transition to the New Brunswick Association of Nursing Homes Inc. (NBANH) plan;
- (b) Employees will have no requirement for a medical exam to become eligible for coverage and benefits will not be rejected for pre-existing conditions in relation to the NBANH plan; and
- (c) coverage will be as set out in the NBANH benefit contract at the Transfer Date and pursuant to any subsequent NBANH contracts going forward.

15. PENSIONS

Upon signing this Transfer Agreement, White Rapids acknowledges and agrees to enter into a participation agreement with the Board of Trustees of the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Board of the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes prior to the Transfer Date, in order to become a participating employer under the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes (collectively the "Nursing Homes Pension Plans") as of the Transfer Date and to trigger the "successor employer rule" under subsection 69(2) of the *Pension Benefits Act* (New Brunswick) in respect of this Transfer Agreement.

For greater clarity, once triggered, the "successor employer rule" shall deem the employment of the affected employees not to be terminated by reason of the Transfer Agreement; and the affected employees shall be entitled to credit in the applicable Nursing Homes Pension Plan for the period of employment with the Province for purposes of determining eligibility for membership in or entitlement to benefits under the Nursing Homes Pension Plan; as well as credit in the pension plan to which the affected employees participated prior to the Transfer Date (the "former pension plan"), as applicable, for the period of employment with White Rapids for purposes of determining entitlement to benefits under the former pension plan.

16. TRANSFER AGREEMENT

This transfer agreement shall be incorporated and become part of the Nursing Home Agreement and is enforceable in accordance with the terms of that agreement.

Note: This Transfer Agreement represents the total agreement and supersedes any previously signed off language.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.

TRANSFER AGREEMENT
BETWEEN
TREASURY BOARD
AND
NEW BRUNSWICK NURSES UNION
AND
FUNDY HEALTH CENTRE INC. c.o.b. FUNDY NURSING HOME

PREAMBLE

As part of the attached Settlement Agreement, all RNs currently working at Fundy Health Centre Inc. c.o.b. Fundy Nursing Home ("Fundy"), as part of Horizon Health Network ("HHN"), will be transferred from Part III of the *Public Service Labour Relations Act* ("PSLRA") to Fundy, under the *Industrial Relations Act* ("IRA").

The following agreement defines the conditions and provisions which apply to the transfer of the RNs from Part III of the New Brunswick Public Service to Fundy.

APPLICATION OF THE NURSES, PART III COLLECTIVE AGREEMENT

Effective November 9, 2019, (the "Transfer Date"), the terms and conditions of employment for the former employees of the Regional Health Authorities at Fundy, under the collective agreement between Board of Management and NBNU (the "Part III Agreement"), will be in accordance with the collective agreement between the New Brunswick Association of Nursing Homes ("NBANH") and NBNU, commencing January 1, 2015 and expiring on December 31, 2018 (the "Nursing Home Agreement"), except for the provisions as outlined below.

1. PROBATIONARY PERIOD

A transferring employee of HHN who has completed his/her probationary period as of November 9, 2019, will not be placed on probation upon transfer. A transferring employee who is on probation on November 9, 2019, will continue to serve a probationary period as specified in the Nursing Home Agreement, but given credit for time worked under the Part III Agreement.

2. SENIORITY

Upon transfer to Fundy, transferring employees of HHN shall retain their seniority hours previously credited with HHN.

All subsequent seniority will be accumulated as per Article 34 of the Nursing Home Agreement.

Each transferring employee's date of hire will not change as a result of this transfer.

3. HOURS OF WORK

Upon transfer, the regular hours of work for transferring employees will remain the same as the regular hours assigned to their position/full time equivalency (FTE) in Part III.

4. VACATIONS

Transferring employees who have any unused vacation credits accumulates in Part III, under the Part III Agreement, shall be allowed to carry over these credits to Fundy under the Nursing Home Agreement.

Unused vacation credit means vacation credits:

- (a) unused and accrued by an employee up to November 9, 2019;
- (b) accrued in previous years and carried over from Part III.

Transferring employees having reached the following threshold hours for vacation credits shall retain his or her vacation accrual rate but subsequent acceleration will be as per the provisions under Article 18 of the Nursing Home Agreement.

- (a) less than 1957.5 hours shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1¼) days per month in accordance with Article 21.06;
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5. HOLIDAY CREDITS

Upon transfer to Fundy, former employees of Part III will be allowed to transfer all unused holiday credits.

6. SICK LEAVE CREDITS

Upon transfer to Fundy, former employees of Part III will be allowed to transfer their sick leave credits, up to a maximum of 240 days.

7. PAY PERIOD

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Upon transfer to Fundy, former Part III employees will be transferred to the following classification in the Nursing Home Agreement.

<u>Part III Classification</u>	<u>Nursing Home Classification</u>
<u>RN Class A (RNCA)</u>	<u>Registered Nurse (RNCB)</u>
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9. WAGES

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- (c) coverage will be as set out in the NBANH benefit contract at the Transfer Date and pursuant to any subsequent NBANH contracts going forward.

15. PENSIONS

Upon signing this Transfer Agreement, Fundy acknowledges and agrees to enter into a participation agreement with the Board of Trustees of the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Board of the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes prior to the Transfer Date, in order to become a participating employer under the Pension Plan for General and Service Employees of New Brunswick Nursing Homes and the Pension Plan for Nurses and Paramedical Employees of New Brunswick Nursing Homes (collectively the "Nursing Homes Pension Plans") as of the Transfer Date and to trigger the "successor employer rule" under subsection 69(2) of the *Pension Benefits Act* (New Brunswick) in respect of this Transfer Agreement.

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Note: This Transfer Agreement represents the total agreement and supersedes any previously signed off language.

Signed this 20th DAY OF MAY, 2022

Original signed by the Parties.