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PROVINCIAL COLLECTIVE AGREEMENT	LOYÉS		

**PROVINCIAL
COLLECTIVE
AGREEMENT**

between

**NURSING HOME
LOCAL UNIONS
(C.U.P.E.)**

and

**N.B. ASSOCIATION
OF NURSING HOMES
INC.**

**Expires:
December 31, 1989**



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ARTICLE 1

PREAMBLE

- 1.01** Whereas it is the desire of both parties to this Agreement:
- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
 - (b) To recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment, services.
 - (c) To encourage efficiency in operation.
 - (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
 - (e) To consider the provisions of proper care to the residents as the paramount concern of both parties.
 - (f) To encourage communications between the N.B. Association of Nursing Homes and the N.B. Council of Nursing Home Unions in matters of mutual interest.

ARTICLE 2

MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that the Employer has the right and authority to manage its plant and business and to direct the working forces of the Employer, subject to the terms of this Agreement. 16^{02/1}

ARTICLE 3

RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit – The Employer recognizes the Canadian Union of Public Employees and its appropriate local Unions as listed in Schedule "C" of this Agreement as the sole and exclusive collective bargaining agent for all its employees covered by this Agreement save and except those excluded by the certification order(s) issued by the New Brunswick Industrial Relations Board and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.

3.02 Work of the Bargaining Unit – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, experimenting, or in emergencies when regular employees are not available; and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employees.

3.03 The Activities Directors and Care Staff may be assisted by Volunteers in auxiliary resident care over and above the Employee's job descriptions and they will not take away the work of regular employees or of regular pan-time employees. These volunteers are not covered by this Agreement.

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

ARTICLE 4

DEFINITIONS

4.01 Regular employee, for the purpose of this Agreement shall mean a person in the employ of the Employer.

- (a) who has completed 60 working days (450) regular hours worked) from the date of hiring.
- (b) who falls under one of the classifications listed in Appendix " A of this Agreement.

4.02 Probationary Period, for the purpose of this Agreement, are newly hired employees on a trial basis to determine their qualifications before being appointed to the permanent staff. On completion of 60 working days (450 regular hours worked) in one anniversary year, such employees shall become regular employees, or regular pan-time employees.

4.03 (a) Regular Part-time employees for the purpose of this Agreement are those employees who have completed their probationary period. Such employees will be entitled to accumulate sick leave, annual vacations, wages and statutory holidays. prorated in accordance with the actual hours worked by the employee in relation to the regular weekly hours. They will also be entitled to such other benefits as are defined in this Agreement.

- (b) All regularly scheduled part-time employees and all other part-time employees are to be placed on a seniority list and called with preference to work available in accordance with their seniority, classification and Department

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

4.05 (a) Seniority, for the purpose of this Agreement is defined as the length of service in the employ of the Employer and shall be calculated on a bargaining-wide basis, unless otherwise provided for in this Agreement. After completion of the probationary period as defined in 4.02, seniority shall date back to the date of hiring.

- (b) Service means actual hours paid directly by the Employer. Year's service is 1950 actual paid hours. Service includes periods of leave without pay to attend Union business. 63/43

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

4.07 Promotions, for the propose of this Agreement, is a change from one classification to another Classification for which a higher maximum is paid.

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

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

ARTICLE 5

NO DISCRIMINATION

5.01 Employer Shall Not Discriminate – There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage

rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, color, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership or activity in the Union or the N.B. Council of Nursing Home Unions

ARTICLE 6

MAINTENANCE OF MEMBERSHIP

6.01 All employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as the condition of employment, become and remain members of the Union 1/3

ARTICLE 7

CHECK-OFF OF UNION DUES

7.01 Check Off — The Employer shall deduct from every employee regular monthly union dues, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union, commencing with the month following the date of hiring. 2

7.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names, addresses and classifications, and the amount of deductions from each employee from whose wages the deductions have been made

7.03 Acquaint New Employees — The Employer agrees to acquaint new employees with the fact that an Agreement is in effect, and with the dealing with the Union Security and Dues Check-Off.

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

ARTICLE 8

CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the local unless expressly provided otherwise

ARTICLE 9

LABOUR MANAGEMENT CO-OPERATIONS COMMITTEE

9.01 Establishment of Committee – The parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee in the Nursing Home. It is agreed that such committee shall be composed of an equal number of Management and Union representatives and shall prescribe its terms of reference subject to Article 9.02. Regular meetings to be held monthly.

9.02 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective Agreement.

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

9.04 The Committee may discuss such matters as shift schedules, meal hours, vacation schedules, and other related matters.

ARTICLE 10

PROVINCIAL BARGAINING COMMITTEE

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

10.02 Function of Bargaining Committee – All matters of mutual concern pertaining to Collective bargaining shall be referred to the Bargaining Committee for discussion and settlement. If changes are mutually agreed to by an individual Employer and Union listed in Schedule "C" during the life of this Agreement, a copy of such changes shall be forwarded to the New Brunswick

Association of Nursing Homes and a copy to the New Brunswick Council of Nursing Home Unions.

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

ARTICLE 11

GRIEVANCE PROCEDURE

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

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

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

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

11.05 Settlement Through Discussion – The parties agree that when an employee has a complaint or grievance, he will be encouraged to discuss the matter with his immediate supervisor, accompanied by his steward, within ten (10) working days from the time the incident occurred giving rise to the complaint or alleged violation of this Agreement and before the first step of the grievance procedure is implemented.

11.06 Settling of Grievances:

STEP 1: Where the matter has not been resolved through discussion as in Article **11.05** above, then within fifteen (15) working days from the time the incident occurred giving rise to the grievance, the employee, together with his steward, may present a grievance to the Supervisor in writing. The Supervisor shall render his decision, in writing, within ten (10) working days from the receipt of the grievance.

STEP 2: Failing satisfactory settlement. within five (5) working days after receipt of the Supervisor's decision under Step 1, the grievance shall be submitted to the Administrator by the Grievance Committee with the employee concerned. The Administrator shall render his decision, in writing, within ten (10) working days from the receipt of the grievance.

STEP 3: Failing satisfactory settlement under Step 2, the Union may within thirty working days of receiving the Administrator's decision as outlined in Step 2 and on giving five (5) days' notice in writing to the Employer of its intention, refer the dispute to arbitration as provided for in Article 12.

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

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

ARTICLE 12

ARBITRATION

12.01 Composition of Board of Arbitration – 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 as 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 arbitrators shall then meet to select an impartial chairman.

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

12.02 Failure to Appoint – If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within seven days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.

12.03 Board Procedure – The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make 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.

12.04 Decision of the Board – The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the 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.

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

12.06 Expenses of the Board – Each party shall pay:
(1) the fees and expenses of the arbitrator it appoints
(2) one-half the fees and expenses of the Chairman or single arbitrator

12.07 Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement

12.08 Witnesses – At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring

parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13

NO STRIKES OR LOCKOUTS

13.01 No Strikes or Lockouts -- There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 14

DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 Warnings -- Whenever the Employer or a deputy sees it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done outside of the corridors, mainly in a specific office.

14.02 Discharge Procedure -- An employee may be suspended and or discharged but only for just cause. When an employee is suspended or discharged, he shall be given the reason in the presence of a steward. Such employee and the Union shall be advised promptly in writing by the Employer of the reason for such suspension or discharge.

14.03 May Omit Grievance Steps -- An employee Considered by the Local to be wrongfully or unjustly suspended and or discharged shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such case.

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

or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.

14.05 Employee File – Upon request and during normal office hours, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to any disciplinary notation or action taken against him.

14.06 A record of disciplinary action shall be removed from the file of an employee, after the expiry of a period of eighteen (18) months, providing no other instance of disciplinary action in respect to the employee has been recorded during that period. 9/1

14.07 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.

ARTICLE 15

SENIORITY

15.01 An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards by February 1 of each year, showing the number of hours worked from the date of hiring, to December 31st of the previous year.

15.02 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoffs, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:

- (1) He is discharged for just cause and is not reinstated.
- (2) He resigns.
- (3) He is absent from work in excess of five (5) days (working) without notifying the Employer, unless such notice was not reasonable possible.
- (4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. it shall be the responsibility of the employee to keep the Employer informed of his current address.
- (5) He is laid off for a period longer than one year. 29/12

15.03 Transfers and Seniority Outside Bargaining Unit
No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a

position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but, will not accumulate any further seniority. If such an employee later returns to the bargaining unit he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or termination of an employee holding greater seniority.

15.04 Probationary Period - Newly hired employees shall be considered on probationary basis for a period of sixty (60) working days (450) regular hours after the date of hiring. During the probationary period employees shall be entitled to all rights and privileges of this Agreement, but shall be subject to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination. After completion of the probationary period, seniority shall be effective as of the date of employment.

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

ARTICLE 16

VACANCIES, PROMOTIONS, AND STAFF CHANGES

16.01 All vacancies occurring or new positions created within the bargaining unit, the Employer shall immediately notify the Union in writing and post notice on all bulletin boards for a minimum of one week, so that all members will know about the vacancy or new position. Within fourteen calendar days of the close of competition, the name of the successful applicant shall be

16.02 Information on Postings - Each notice shall contain the following information: Nature of position, position required knowledge and education, skills, grade or pay rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.

16.03 Method of Making Appointments - In making staff changes transfers or promotions, appointment shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements as posted.

16.04 Trial Period – The successful applicant shall be placed on trial for a period of thirty (30) working days (225.6 regular hours worked). Condition on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days (225.6 regular hours worked). In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and former wages or salary.

16.05 Union Notification – The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all employees covered by this agreement. monthly.

16.06 When an employee who has become incapacitated, by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity or age. The Employer shall not displace any other employee, except a probationary employee, from his position, in order to effect this relocation. 11/12/2

ARTICLE 17

LAYOFFS AND RECALLS

17.01 Layoffs and Rehiring Procedure – Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of this seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. 27/00

17.02 No New Employees – No new employees will be hired until those laid off have been given an opportunity of re-employment.

17.03 Notice of Layoff – The Employer shall notify employees who are to be laid off fourteen (14) days before the layoff is to be effective. If the employee laid off has not had the opportunity to work his usual number of days after notice of layoff, he shall be 28/010

nsated for wages lost f that period during which work
was not made available. Where a employee resigns his position,
h it ill give the Er fc (14) c ice of such
ion in itir

17.14 Grievances on Layoffs — Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure

17.05 Letter of Reference — Employees shall be given a ltt of reference on termination of employment, if requested.

ARTICLE 18

HOURS OF WORK

18.01 (a) **Regular Hours of Work:** the regular y f of work shall be seven and one half (7 1/2) hours in any one day exclusive of the lunch period. The regular hours o' work sl be thirty-seven and one half (37 1/2 h rs per w : averaged over a ur (l) week
riod $34 \frac{1}{3} \quad 30$

(b) No emp -- shall work in excess of seven consecutive days.

18.02 Lunch P — Designated lunch period shall not be less than thirty l) te for ch v k shift Ar r loyee
l res y i g one hour lunch period shal continue to do so without increasing their hours of work

18.03 Break Period — All employees shall be permitted a fifteen i) minute rest period in the first half and a fifteen (15) minute rest period in the second half of a shift in an area made available by the Empl

18.04 Hours of Work Schedule —

- (a) A Work Schedule for full time employees stating the d y i e d shift of employee's normal hours of work and his schedule days off shall be posted two weeks in f on a d i r d i l l t i l d
- (b) he n c shall n alter a o s' schedule without prior consultation with affected employees.

18.05) **Rotation and Days Off** — The p practice of scheduled a i) y hours of work, a days off, shall continue during the term of this nent.

if differences arise between the parties concerned on the present practice, or if some alternative scheduling can improve working conditions, the Union and the Employer concerned shall meet and negotiate a mutual change. This shall not apply to employees hired, promoted or demoted after August 17, 1984.

(b) For those employees not covered by clause (a) above and for employees who by mutual agreement between the Employer and the Union, choose not to be covered by the (a) above, the following shall apply to their working schedule:

- 1) No employee shall work more than seven (7) consecutive calendar days. Should an employee work in excess of the seven (7) consecutive days, article 19.02 shall apply. As far as possible each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than twice in any four (4) week period unless otherwise mutually agreed.
- 2) in order to provide employees with as many weekends off as possible, schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Employer. The Employer agrees to make every effort to provide at least one weekend off in three (3). This clause does not apply to part-time employees.
- 3) Rotation from one shift to another shall be divided equally among the employees. Such rotation will not apply to employees hired *for* permanent evening or night shifts or to those who, by mutual agreement between the employee and the Employer are assigned to work evening or night shifts.
- 4) Provided sufficient advance notice is given and with the approval of the Department Head, employees may exchange shifts if there is no increase in cost to the Employer. Approval shall not be unreasonably withheld.
- 5) No employees shall be rotated from one shift to another more than once in any one week unless

mutually agreed. This clause does not apply to part-time employees.

18.06 Time Off Between Shifts – Except by mutual agreement between the Employer and the employee, time off between shifts shall not be less than sixteen (16) hours.

ARTICLE 19 OVERTIME

19.01 Overtime Defined –

- (a) All work performed while ~~on~~ vacation or on days off shall constitute overtime.
- (b) All work performed in excess of the regular hours of work as defined in Article 18.01 shall constitute overtime.
- (c) All work performed within sixteen hours of a previously worked shift, except as provided for in Article 18.06 shall constitute Overtime.

19.02 Overtime Rates – Overtime rates shall apply for work as follows:

- (a) Time and one-half the regular rate, or
- (b) Straight time off in lieu, within thirty (30) days at the employee's discretion. *4/*

19.03 No Layoff to Compensate for Overtime – Employees shall not be required to lay off during regular hours to equalize any overtime worked.

19.04 Overtime for Part-Time Employees – *8 1/2*

- (a) Part-time employees working less than seven and one-half $7\frac{1}{2}$ hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours worked, up to and including seven and one-half ($7\frac{1}{2}$) hours in the working day. Regular overtime rates shall apply after ($7\frac{1}{2}$) hours in the working day.
- (b) Part-time employees working more than $37\frac{1}{2}$ hours per week averaged over a four week period shall be paid overtime.
- (c) No part-time employee shall work in excess of seven consecutive days.

19.05 Sharing of Overtime – Overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

19.06 Minimum **Call-Back** Time – An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates. *4 1/2*

19.07 Authorization of Overtime – Overtime shall be authorized by the Employer in advance and in writing if possible.

ARTICLE 20
HOLIDAYS

20.01 List of Holidays – The Employer recognizes the following as paid holidays:

- | | |
|-------------------|------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Day |
| Dominion Day | Boxing Day |
| New Brunswick Day | |

5 1/2

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

20.02 Holiday Pay

- (a) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid time and one half (1 1/2) the regular rate for all hours worked plus an alternate day off with pay, as provided in Article 20.01. For the purpose of part-time employees on the all inclusive, they shall be paid the all inclusive rate for the seven and one half (7 1/2) hours shift and then three and three quarters (3 3/4) hours at the regular rate of Salary and are not entitled to an alternate day off.
- (b) The alternate day off shall be given within thirty days of the actual holidays listed under 20.01 and that day shall be the employee's holiday. Whenever possible such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within thirty days, payment shall be made at the overtime rate.

20.03 Holidays on Day Off – When any of the above noted holidays fall on an employee's day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

20.04 Qualifying for Holiday Pay – To be eligible for holiday pay, an employee must have worked on the scheduled work day prior to his scheduled holiday and scheduled work day after the holiday, unless such absence is approved.

ARTICLE 21 VACATIONS

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

- (a) Less than one year, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter days per month of continuous Service completed to the final day of the vacation year;
- (b) One year but less than five years, shall be entitled to a vacation of three weeks with pay at his regular rate;
- (c) Five years but less than twenty years. shall be entitled to vacation of four weeks with pay at his regular rate;
- (d) Twenty years or more, shall be entitled to vacation of five weeks with pay at his regular rate.

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

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

21.04 Vacation Schedules – The Employer shall post no later than March 1st. each year a list on which employees will indicate their choice of vacation. Employees shall have until April 1st to indicate their choice of vacation. Approved vacation lists shall not be posted later than May 1st and shall not be changed unless mutually agreed. Vacations shall be granted first on a basis of seniority by classification in each Department.

21.05 Calculation of Vacation Pay – Vacation pay shall be at the rate effective immediately prior to the employee's vacation period. Employees will receive their vacation pay dated to cash on receipt of same, providing management is given fifteen days notice.

21.06 Vacation Year – The *vacation year* shall be from July 1 to June 30th, Vacation shall not be carried over to the next year unless approved by the Employer.

21.07 An employee hospitalized or sick at home for five (5) consecutive days or more during his vacation period will qualify for use of sick leave credits upon presentation of a Doctor's certificate, providing management is notified during the illness. The portion of his vacation while the employee was hospitalized or sick shall be rescheduled later.

ARTICLE 22

SICK LEAVE PROVISIONS

22.01 Amount of Sick Leave – Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month for each calendar month of service up to a maximum of two hundred and forty (240) days. *73/18240*

22.02 An employee commencing employment before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month.

22.03 Deduction from Sick Leave – A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour (exclusive of Holidays) that the employee is absent on sick leave as defined in Article 22.01. Seven and one-half (7 1/2) hours constitutes a working day.

22.04 Investigation of Sick Leave – The Employer reserves the right to investigate any reponed illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three consecutive working days, the employee may be required to submit proof of illness from a medical practitioner. Proof of illness, if required, shall be asked for during the illness.

22.05 Report of Illness – In any case of absence due to sickness, or accident, the matter must be reported as soon as possible to the Supervisor and Department Head.

22.06 Sick Leave During Leave of Absence – When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work for a period exceeding one half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall maintain any sick leave credits, if any, existing at the time of such leave or layoff, upon his return to work.

22.07 Sick Leave Records – A record of all unused sick leave will be kept by the Employer. Any employer is to be advised on application of the amount of sick leave accrued to his credit

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

- 22.09** (a) Sick leave shall be granted for Medical or Dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.
- (b) Whenever the Employer requests a medical certificate, x-ray and test, except to support a claim for sick leave, such cost of certificate, x-ray and test will be the responsibility of the Employer.

ARTICLE 23 LEAVE OF ABSENCE

23.01 Union Business –

- (a) Leave of absence without pay shall be granted upon request by the Employer to employees elected or appointed to represent the Union business. However, not more than two (2) employees from the same department shall be entitled to leave of absence at the same time for this purpose, ~~not more than a maximum of four (4) employees.~~ **63/123**
- (b) Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.
- (c) Union members Selected by the Unions as appointees of the Union on the Bargaining Committee as outlined

in Article 10.01 shall be given leave of absence with pay not to exceed an aggregated forty-five (45) working days during the life of this Agreement. Additional leave shall be granted to the Bargaining Committee without pay.

- (d) The Nursing Home shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 23.01 (a). The Union shall then reimburse the Nursing Home. Application for such leave shall be made two weeks in advance whenever possible.

23.02 Bereavement Leave – An employee shall be entitled to bereavement leave of three (3) consecutive working days or four (4) consecutive calendar days, without loss of salary in the event of the death of an employee's wife, husband, common law spouse, brother, sister, son, daughter, father, mother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or other members in the household to attend the funeral or attend to funeral arrangements. Where burial occurs outside the province, since leave shall include reasonable travelling time.

23.03 Maternity Leave – Maternity leave shall be granted without pay and without loss of seniority for pregnancy to an employee as follows:

- (a) Not later than the twentieth week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.
- (b) At the employee's request, maternity leave shall commence twelve weeks before the anticipated delivery date.
- (c) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than twelve weeks before the anticipated delivery date.
- (d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in his opinion, the interest of the Institution so requires.
- (e) Maternity leave shall terminate not less than six weeks

itemized statement of his wages and deductions.
pay day each employee shall be provided with an
hereto and forming part of this Agreement. On each
Thursday, in accordance with Schedule "A" attached
(a) The Employer shall pay salaries bi-weekly, every other

504

PAYMENT OF WAGES AND ALLOWANCES

ARTICLE 24

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

shall not be withheld unjustly. 6/3/23
to be in writing and approved by the Employer. Such approval
requesting such leave for good and sufficient cause, such request
absence without pay and without loss of seniority to any employee
23.06 **General Leave** - The Employer shall grant leave of

to write examinations to improve qualifications in the service.
without loss of seniority shall be granted to allow employees time
23.05 **Education Leave** - Leave of absence with pay and

received. 6/3/23
employee will present proof of service and the amount of pay
including payment for travelling, meals or other expenses. The
normal earnings and the payment he receives for jury service, ex-
Employer shall pay such an employee the difference between his
without loss of seniority to an employee who serves as a juror. The
23.04 **Jury Duty** - The Employer shall grant leave of absence

sick leave credits while on maternity leave. 5/7/2000
ted to use ten (10) working days of their accumulated
Employees entitled to maternity leave shall be permit-

(f) Employees entitled to maternity leave shall be permitted to her
previously held position.
from maternity leave shall be reinstated to her
following delivery. An employee returning to work
shall be extended to a maximum of three months
tificate that she cannot commence her duties, leave
following delivery. Upon production of a medical cer-

- (b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.
- (c) The Employer shall make available the pay cheques of employees assigned to night shift as they come off duty.
- (d) On a normal pay day, cheques are to be made available during normal hours.
 - (i) If pay day falls on a holiday, cheques shall be made available to the employees on their last work day prior to pay day.

24.02 Equal Pay for Equal Work — The principle of equal pay for equal work shall apply, regardless of sex.

24.03 Employees — Regular part-time employees shall receive the same wage rate, conditions of employment, and benefits specified in this article on an equal basis to their hours of work.

24.04 Pay During Temporary Transfers — When an employee is assigned for one (1) shift or more, to a position of a higher classification within the department, he shall be paid at the same step of the salary scale of the higher classification as he was paid at in his previous position. An employee temporarily assigned to a lower paying position shall not have his rate reduced.

24.05 On Call — When an employee is advised that he is "on call", that is immediately available by telephone contact, he shall be paid \$5.00 per eight hours to be "on call". An employee actually worked shall be paid at least with a minimum payment of three (3) hours as per Article 19.06.

24.06 (a) Meals — Expenses for meals which are provided to employees will be based on the cost of raw food supplies and cafeteria wages.

- (i) If hairnets are a requirement by management, they are to be provided to them.

24.07 Taxi Service — An employee called into work when not scheduled between 11:00 p.m. and 7:00 a.m., shall be provided taxi service from the time of the employee's arrival shall be provided by the Employer to a maximum of \$5.00 per trip.

24.08 Educational Allowance - 25/01

- (a) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job.
- (b) The Employer will deduct 1¢ per hour off all employees in the bargaining unit for the purpose of education. The money will be submitted to the Co-ordinator, N.B. Council of Nursing Home Unions, 1133 Regent St., Suite 302, Fredericton, NB E3B 3Z2. The money will be submitted yearly based on the hours worked in the posted seniority list in January of each year.

24.09 Supplementation of compensation Award - An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his regular salary for a maximum of one year. An employee shall accumulate seniority and all benefits under this Agreement during the period of total temporary disability. 76/0

24.10 Shortage in Pay - Any shortage in pay shall be issued by the Employer within three days of notification of the shortage if requested by the Employee.

24.11 Retirement Allowance - When an employee having continuous service of five years or more retires due to disability, death or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five day's pay for each full year of continuous service but not exceeding one hundred and twenty-five days pay at the employee's regular rate of pay.

24.12 (a) Retirement Age - The retirement age for the purpose of this Agreement is 65. 80/1

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(b) Early Retirement - If an employee chooses he may retire at 55 without loss of retirement allowance and shall receive pension benefits as defined in the pension plan in which he is enrolled.

As wording from previous pag. P18 which said "w/out loss of retirement benefits". - 11/8/80/11-9

ARTICLE 25

WELFARE AND PENSION PLANS

25.01 Blue Shield – Blue Cross – The present Medical and Hospital Coverage plans shall continue in effect during the term of this Agreement, with the present Employer – Employee sharing of the cost of premiums to continue. 76/6 70K/411

25.02 Life Insurance – The present Group Life Insurance and Long Term Disability Plans shall continue in effect during the term of this Agreement, with the present Employer – Employee sharing of the cost of premiums to continue. 70CD/499 72/499
73/99999999

25.03 Pension Plan – General and Service – The Pension Plan in effect on the date of signing of this Agreement shall continue to be in effect during the life of this Agreement.

25.04 Continuation of Payment – An employee shall have the option of continuing his coverage in 25.01 and 25.02 on the cost sharing between the Employer and Employee as provided for in these plans for a period of two months.

25.05 Joint Committee – During the term of this Agreement the parties agree to establish a joint committee to study these plans under Articles 25.01 and 25.02 and to recommend a uniform and improved plan prior to the termination of this Agreement.

25.06 All Employers covered by this collective agreement on signing shall make every effort to have Blue-Shield – Blue Cross and Life Insurance to cover all employees covered by this Agreement.

ARTICLE 26

JOB CLASSIFICATION AND RECLASSIFICATION

26.01 Job Descriptions – The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining agent within sixty (60) days of the signing of the Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

26.02 No Elimination of Present Classification – No Classification shall be eliminated without prior agreement with the Union.

26.03 Changes in Classification – When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Appendix "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee. 16/2

The Employer and Union have successfully negotiated wage parity between aides and orderlies as set forth in this agreement schedule "F" and the Union agrees to withdraw any existing grievances with parity and not to submit further ones.

ARTICLE 27

SAFETY AND HEALTH

27.01 Both parties agree that the NE Occupational Health and Safety Act shall apply to this Agreement.

ARTICLE 28

JOB SECURITY

28.01 The Employer agrees that no employees of the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work.

ARTICLE 29

CLOTHING ALLOWANCE

29.01 Clothing Allowance –

- (a) The Employer shall pay all employees an annual clothing allowance of \$130.00 for the purchase and maintenance of uniforms. Such allowance to be paid to all employees on September 1st of each year. Type and colour of clothing shall be determined by each Union and Employer listed in Schedule "C" by mutual agreement of the parties.
- (b) This article also applies to the all-inclusive paid employees on a pro-rata basis. All part-time employees will be paid a minimum clothing allowance of \$65.00.



ARTICLE 30

GENERAL CONDITIONS

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

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

ARTICLE 31

COPIES OF AGREEMENT

- 31.01** (a) The printing and translation of the Agreement shall be the joint responsibility of the Union and the Employer.
- (b) This Agreement shall be printed in both English and French, and shall be official in both languages.

ARTICLE 32

TERM OF AGREEMENT

32.01 **Term of Agreement** – This Agreement shall be binding and remain in effect from January 1, 1986 to December 31st, 1989 and thereafter shall continue in force from year to year unless either party gives to the other party *notice* in writing two months prior to termination of this agreement or any succeeding year of either party's desire to negotiate a new agreement or amend the existing agreement.

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

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

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

APPENDIX A

JOB CLASSIFICATION FOR NURSING HOMES POSITIONS/TITLES AND ABBREVIATIONS

Resident Services

- RA Resident Attendant (Aide/Orderly) — Performs direct resident care. Assists in care, support of resident. Has *25/A* *(over 100)*
- NA-1 on-the-job training. *25/A* *(over 100)* *Non-registered Nursing Assistant. Has*
- NA-2 Registered Nursing Assistant. *(over 100)*
- ORD-3 Orderly 3 — Orderly who is a Registered Nursing Assistant. *Just*
- AD Activity Director

Institutional Services:

- M-1 Maid 1 — Performs a variety of routine duties under supervision.
- M-2 Maid 2 — Same as M-1 with additional supervisory and/or specialized responsibilities.
- CO-1 Cook 1 — General cook — cooks all types of food.
- CO-2 Cook 2 — Performs duties of CO-1 — in addition has supervisory responsibilities.
- UT-1 Utility Man 1 — Performs routine manual duties in various departments.
- UT-2 Utility Man 2 — Same as UT-1 with additional and/or specialized duties or performs regular watchman duties.
- MTC-1 Maintenance Man 1 — Helper or Utility Man
- MTC-2 Maintenance Man 2 — Performs maintenance duties and has formal course in maintenance.
- EN-2 Engineer 2 — Boiler operator.
- EN-3 Engineer 3 — Qualified Stationary Engineer provided for under the Act.
- SM-1 Seamstress 1 — Maintains all linen in good state of repair.

CLERICAL SERVICES:

- CT-1 Clerk Typist 1 — Performs assigned clerical and typing duties requiring proficiency in typing.
- CT-2 Clerk Typist 2 — Performs the duties of a CT-1 with added responsibilities (payroll clerk, accounts).
- CL-2 The parties recognize the existence of classification CL-2 for one PIO position at York Manor.
- SB-1 Switchboard Operator or Receptionist — Performs duties of switchboard operator and/or receptionist.

SCHEDULE "A"

1. The pay increase will be adjusted to reflect the following across the board raises:

January 1, 1986	2%
January 1, 1987	3%
January 1, 1988	3%
January 1, 1989	5%

Note: Above increases apply to all classifications except Resident Attendant (Aide/Orderly) as the salary scales for this classification are listed in Schedule "F".

2. Any employee who cannot be placed in Schedule "E" rates shall be subject of negotiations between the parties.
3. Wage rates —
" " A indicates Starting rate of pay
"B" indicates rate of pay after one year's service
"C" indicates rate of pay after two year's service

4. The hourly rate is:

weekly rate

$$37.5 = \text{hourly rate}$$

5. An individual Employer and Local Union as listed in Schedule "C" may be mutual agreement pay part-time employees by using an all inclusive hourly rate instead of Article 24.03. Formula for all inclusive hourly rate:

weekly salary + 15%

$$37.5 = \text{all inclusive rate}$$

6. The negotiated wage scales and rates are the weekly rates in Schedule "E" and "F" and will be adjusted to the nearest dollar.
7. The all inclusive rate covers Holidays, Vacation and Sick Leave.
8. Compressed Work Week **35/F**
On an experimental basis and without committing either party to a permanent change in the existing hours of work, the Local and the Employer may jointly establish a schedule providing for a compressed workweek. Such an agreement must be ratified by the Employer and the Local before implementation.

SCHEDULE "B"

RESIDENT ATTENDANT (AIDE/ORDERLY)

EFFECTIVE JANUARY 1, 1986

- 1. All aide 1s will become Aide 2s — Step " A
(ADJUSTMENT)**
- 2. All orderly 1s will become Orderly 2s — Step "A"
(ADJUSTMENT)**
- 3. Effective upon the date of the signing of this agreement. the
following Classification will be established:**

RA- RESIDENT ATTENDANT (AIDE/ORDERLY)

SCHEDULE "C"

Whereas the parties have signed on this 7th day of May 1986.

ON BEHALF OF THE UNION

Canadian Union of Public
Employees, Local 1159

Canadian Union of Public
Employees, Local 1256

Canadian Union of Public
Employees, Local 1277

Canadian Union of Public
Employees, Local 1303

Canadian Union of Public
Employees, Local 1318

Canadian Union of Public
Employees, Local 1378

Canadian Union of Public
Employees, Local 1429

Canadian Union of Public
Employees, Local 1439

Canadian Union of Public
Employees, Local 1506

Canadian Union of Public
Employees, Local 1507

Canadian Union of Public
Employees, Local 1587

Canadian Union of Public
Employees, Local 1603

Canadian Union of Public
Employees, Local 1726

Canadian Union of Public
Employees, Local 2068

Canadian Union of Public
Employees, Local 2116

ON BEHALF OF THE EMPLOYER

Restigouche Senior Citizens
Home, Dalhousie, NB

Mount St. Joseph Nursing
Home, Chatham, NB

Miramichi Senior Citizens
Home, Chatham, NB

Villa Providence Shédiac Inc.
Shediac, NB

Les Amis du Foyer Inc.
Caraquet, NB

Les Résidences Mgr. Chiasson
Inc., Shippagan, NB

Victoria Glen Manor Inc.
Perth, NB

Foyer St. Joseph
St. Basile, NB

York Manor Inc.
Fredericton, NB

Foyer Notre Dame de Lourdes
Bathurst, NB

Carleton Manor Inc.
Woodstock, NB

Rocmaura Inc.
Saint John, NB

The Atlantic Baptist Senior
Citizens' Home Inc. (Kenneth
E. Spencer Memorial)
Moncton, NB

Grand Manan Nursing Home
Grand Manan, NB

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

Canadian Union of Public Employees, Local **2170**

Canadian Union of Public Employees, Local **1763**

Canadian Union of Public Employees, Local **2079**

Canadian Union of Public Employees, Local **2109**

Canadian Union of Public Employees, Local **2354**

Canadian Union of Public Employees, Local **2373**

Canadian Union of Public Employees, Local **2418**

Canadian Union of Public Employees, Local **3013**

Canadian Union of Public Employees, Local **2397**

Canadian Union of Public Employees, Local **1507**

Canadian Union of Public Employees, Local **2464**

Canadian Union of Public Employees, Local **2872**

Canadian Union of Public Employees, Local **2809**

Canadian Union of Public Employees, Local **3108**

Central N.B. Nursing Home Inc., Boiestown, NB

Passamaquoddy Lodge Inc. St. Andrews, NB

Villa du Repos, Inc. Moncton, NB

Les Residences Lucien Saindon Inc., Lamèque, NB

Campbellton Nursing Home, Campbellton, NB

Villa Desjardins, Inc. Edmundston, NB

Campobello Lodge Inc. Campobello, NB

Grand Falls Manor Inc. Grand Falls, NB

Kiwanis Nursing Home Inc. Sussex, NB

Villa Sormany Inc. Robertville, NB

Mill Cove Nursing Home Inc. Young's Cove Road, NB

Foyer Ste Elizabeth Inc. Baker Brook, NB

The Salvation Army Lakeview Manor, Riverview, NB

Résidence Mgr. Melanson Inc. St. Quentin, N.B.

SCHEDULE "D"

The Employer, Villa Providence, Shediac and CUPE Local 1303, Shediac, Employer, Les Résidences Mgr. Chiasson Inc., Shipagan and CUPE Local 1378, and Employer, Les Résidences Lucien Saindon, Lameque and CUPE Local 2109 will identify the existing issues(s) and will be listed in a memorandum of agreement.

SCHEDULE "E"
JANUARY 1ST, 1986 TO DECEMBER 31ST, 1986

Regular Rate

All Inclusive Rate

Weekly Rate

Hourly Rate

Hourly Rate

Classification

A

B

C

A

B

C

A

B

C

NA-1	336.80	342.94	349.08	8.98	9.15	9.31	10.33	10.52	10.71
NA-2	360.65	368.82	377.00	9.62	9.84	10.05	11.06	11.31	11.56
ORD-3	360.65	368.82	377.00	9.62	9.84	10.05	11.06	11.31	11.56
AD	314.88	321.01	327.13	8.40	8.56	8.72	9.66	9.84	10.03
M1/L1	301.00	307.13	313.23	8.03	8.19	8.35	9.23	9.42	9.61
M2/L2	307.92	314.08	320.19	8.21	8.38	8.54	9.44	9.63	9.82
CO-1	346.34	352.46	358.61	9.24	9.40	9.56	10.62	10.81	11.00
CO-2	372.86	379.95	388.80	9.94	10.13	10.37	11.43	11.65	11.92
UT-1	336.80	342.94	349.08	8.98	9.15	9.31	10.33	10.52	10.71
UT-2	341.83	347.98	354.11	9.12	9.28	9.44	10.48	10.67	10.86
MTC-1	336.80	342.94	349.08	8.98	9.15	9.31	10.33	10.52	10.71
MTC-2	384.60	392.79	400.98	10.26	10.47	10.69	11.79	12.05	12.30
EN-2	384.60	392.79	400.98	10.26	10.47	10.69	11.79	12.05	12.30
EN-3	406.29	414.44	422.64	10.83	11.05	11.27	12.46	12.71	12.96
SM-1	307.92	314.08	320.19	8.21	8.38	8.54	9.44	9.63	9.82
CT-1	323.87	330.01	336.14	8.64	8.80	8.96	9.93	10.12	10.31
CT-2	327.13	333.25	339.42	8.72	8.89	9.05	10.03	10.22	10.41
SB-1	323.87	330.01	336.14	8.64	8.80	8.96	9.93	10.12	10.31
CL-2	341.83	347.98	354.11	9.12	9.28	9.44	10.48	10.67	10.86

SCHEDULE " E

JANUARY 1ST, 1987 TO DECEMBER 31ST, 1987

Classification	Regular Rate			All Inclusive Rate					
	Weekly Rate			Hourly Rate					
	A	B	C	A	B	C			
NA-1	346.90	353.23	359.55	9.25	9.42	9.59	10.64	10.83	11.03
NA-2	371.47	379.88	388.31	9.91	10.13	10.35	11.39	11.65	11.91
ORD-3	371.47	379.88	388.31	9.91	10.13	10.35	11.39	11.65	11.91
AD	324.33	330.64	336.94	8.65	8.82	8.99	9.95	10.14	10.33
M1/L1	310.03	316.34	322.63	8.27	8.44	8.60	9.51	9.70	9.89
M2/L2	317.16	323.50	329.80	8.46	8.63	8.79	9.73	9.92	10.11
CO-1	356.73	363.08	369.37	9.51	9.68	9.85	10.94	11.13	11.33
CO-2	384.05	391.35	400.46	10.24	10.44	10.68	11.78	12.00	12.28
UT-1	346.90	353.23	359.55	9.25	9.42	9.59	10.64	10.83	11.03
UT-2	352.08	358.42	364.73	9.39	9.56	9.73	10.80	10.99	11.19
MTC-1	346.90	353.23	359.55	9.25	9.42	9.59	10.64	10.83	11.03
MTC-2	396.14	404.57	413.01	10.56	10.79	11.01	12.15	12.41	12.67
EN-2	396.14	404.57	413.01	10.56	10.79	11.01	12.15	12.41	12.67
EN-3	418.48	426.87	435.32	11.16	11.38	11.61	12.83	13.09	13.35
SM-1	317.16	323.50	329.80	8.46	8.63	8.79	9.73	9.92	10.11
CT-1	333.59	339.91	346.22	8.90	9.06	9.23	10.23	10.42	10.62
CT-2	336.94	343.25	349.60	8.99	9.15	9.32	10.33	10.53	10.72
SB-1	333.59	339.91	346.22	8.90	9.06	9.23	10.23	10.42	10.62
CL-2	352.08	358.42	364.73	9.39	9.56	9.73	10.80	10.99	11.19

SCHEDULE " E

JANUARY 1ST, 1988 TO DECEMBER 31ST, 1988

Regular Rate

All Inclusive Rate

Weekly Rate

Hourly Rate

Hourly Rate

Classification	Regular Rate			All Inclusive Rate					
	Weekly Rate	Weekly Rate	Weekly Rate	Hourly Rate	Hourly Rate	Hourly Rate			
	A	B	C	A	B	C	A	B	C
NA-1	357.31	363.83	370.34	9.53	9.70	9.88	10.96	11.16	11.36
NA-2	382.61	391.28	399.96	10.20	10.43	10.67	11.73	12.00	12.27
ORD-3	382.61	391.28	399.96	10.20	10.43	10.67	11.73	12.00	12.27
AD	334.06	340.56	347.05	8.91	9.08	9.25	10.24	10.44	10.64
M1/L1	319.33	325.83	332.31	8.52	8.69	8.86	9.79	9.99	10.19
44 M2/L2	326.67	333.21	339.69	8.71	8.89	9.06	10.02	10.22	10.42
CO-1	367.43	373.97	380.45	9.80	9.97	10.15	11.27	11.47	11.67
CO-2	395.57	403.09	412.47	10.55	10.75	11.00	12.13	12.36	12.65
UT-1	357.31	363.83	370.34	9.53	9.70	9.88	10.96	11.16	11.36
UT-2	362.64	369.17	375.67	9.67	9.84	10.02	11.12	11.32	11.52
MTC-1	357.31	363.83	370.34	9.53	9.70	9.88	10.96	11.16	11.36
MTC-2	408.02	416.71	425.40	10.88	11.11	11.34	12.51	12.78	13.05
EN-2	408.02	416.71	425.40	10.88	11.11	11.34	12.51	12.78	13.05
EN-3	431.03	439.68	448.38	11.49	11.72	11.96	13.22	13.48	13.75
SM-1	326.67	333.21	339.69	8.71	8.89	9.06	10.02	10.22	10.42
CT-1	343.60	350.11	356.61	9.16	9.34	9.51	10.54	10.74	10.94
CT-2	347.05	353.55	360.09	9.25	9.43	9.60	10.64	10.84	11.04
SB-1	347.05	353.55	360.09	9.25	9.43	9.60	10.64	10.84	11.04
CL-2	362.64	369.17	375.67	9.67	9.84	10.02	11.12	11.32	11.52

SCHEDULE " E'

JANUARY 1ST, 1989 TO DECEMBER 31ST, 1989

Regular Rate

All Inclusive Rate

Weekly Rate

Hourly Rate

Hourly Rate

Classification	Weekly Rate			Hourly Rate			Hourly Rate		
	A	B	C	A	B	C	A	B	C
NA-1	375.18	382.02	388.86	10.00	10.19	10.37	11.51	11.72	11.93
NA-2	401.71	410.84	419.96	10.71	10.96	11.20	12.32	12.60	12.88
ORD-3	401.74	410.84	419.96	10.71	10.96	11.20	12.32	12.60	12.88
AD	350.76	357.59	364.40	9.35	9.54	9.72	10.76	10.97	11.17
M1/L1	335.30	342.12	348.93	8.94	9.12	9.30	10.28	10.49	10.70
M2/L2	343.00	349.87	356.67	9.15	9.33	9.51	10.52	10.73	10.94
CO-1	385.80	392.67	399.47	10.29	10.47	10.65	11.83	12.04	12.25
CO-2	415.35	423.24	433.09	11.08	11.29	11.55	12.74	12.98	13.28
UT-1	375.18	382.02	388.86	10.00	10.19	10.37	11.51	11.72	11.93
UT-2	380.77	387.63	394.45	10.15	10.34	10.52	11.68	11.89	12.10
MTC-1	375.18	382.02	388.86	10.00	10.19	10.37	11.51	11.72	11.93
MTC-2	428.02	437.55	446.67	11.41	11.67	11.91	13.13	13.42	13.70
EN-2	428.02	437.55	446.67	11.41	11.67	11.91	13.13	13.42	13.70
EN-3	452.58	461.66	470.80	12.07	12.31	12.55	13.88	14.16	14.44
SM-1	343.00	349.87	356.67	9.15	9.33	9.51	10.52	10.73	10.94
CT-1	360.78	367.62	374.44	9.62	9.80	9.99	11.06	11.27	11.48
CT-2	364.40	371.23	378.09	9.72	9.90	10.08	11.17	11.38	11.59
SB-1	360.78	367.62	374.44	9.62	9.80	9.99	11.06	11.27	11.48
CL-2	380.77	387.63	394.45	10.15	10.34	10.52	11.68	11.89	12.10

SCHEDULE "F"

RESIDENT ATTENDANT (AIDE-ORDERLY)

Regular Rate

25/11 86

All Inclusive Rate

Weekly Rate

Hourly Rate

Hourly Rate

A

B

C

A

B

C

A

B

C

Resident Attendant (Orderly)

January 1/86	358.88	364.88	370.88	9.57	9.73	9.89	11.01	11.19	11.37
January 1/87	366.00	372.00	378.38	9.76	9.92	10.09	11.22	11.41	11.60

10¢ per hour Lump sum payment — to be calculated on the previous year's paid hours.

January 1/88	376.88	383.25	389.63	10.06	10.22	10.39	11.56	11.75	11.95
January 1/89	391.50	398.25	405.38	10.44	10.62	10.81	12.01	12.21	12.43

12¢ per hour Lump sum payment — to be calculated on the previous year's paid hours.

Resident Attendant (Aide)

January 1/86	326.25	332.25	338.25	8.70	8.86	9.02	10.01	10.19	10.37
January 1/87	345.38	351.38	357.75	9.21	9.37	9.54	10.59	10.78	10.97
January 1/88	365.25	371.25	378.00	9.74	9.90	10.08	11.20	11.39	11.59
January 1/89	387.38	394.13	401.25	10.33	10.51	10.70	11.88	12.09	12.31
July 1 / 1989	391.50	398.25	405.38	10.44	10.62	10.81	12.01	12.21	12.43

**CONVENTION
COLLECTIVE
PROVINCIALE**

entre

**SECTIONS LOCALES
DES FOYERS DE
SOINS (S.C.F.P.)**

et

**L'ASSOCIATION DES
FOYERS DE SOINS
DU N-B INC.**

**Date d'expiration:
le 31 décembre 1989**



CONVENTION COLLECTIVE PROVINCIALE

entre

**SECTIONS LOCALES
DES FOYERS DE SOINS (S.C.F.P.)**

et

**L'ASSOCIATION DES FOYERS DE SOINS
DU N-B INC.**

Date d'expiration: le 31 décembre 1989

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ARTICLE 1

PREAMBULE

- 1.01** Attendu que les parties à la présente convention désirent:
- (a) maintenir et améliorer leurs rapports harmonieux et établir des conditions de travail entre l'Employeur et le Syndicat;
 - (b) reconnaître les avantages mutuels découlant des négociations et des discussions conjointes portant sur toute question relative aux conditions de travail, à l'emploi, aux services;
 - (c) encourager l'efficacité du travail;
 - (d) favoriser le bien-être physique et moral et la sécurité de tous les employés faisant partie de l'unité de négociation;
 - (e) considérer les dispositions pour un soin adéquat aux résidents comme étant d'importance primordiale aux deux parties: et
 - (f) encourager les communications entre l'Association des foyers de soins du Nouveau-Brunswick et le Conseil des foyers de soins du Nouveau-Brunswick concernant les sujets d'intérêt mutuel.

ARTICLE 2

DROITS DE LA DIRECTION

2.01 Le Syndicat reconnaît et accepte les droits et pouvoirs de l'Employeur en matière de gestion de son établissement et du personnel qui y travaille, sous réserve des dispositions de la présente convention.

ARTICLE 3

RECONNAISSANCE ET NEGOCIATIONS

3.01 **Unité de négociation** – L'Employeur reconnaît le Syndical canadien de la fonction publique et ses sections locales énumérées à l'annexe "C" de la présente convention comme unique agent négociateur de tous les employés visés par la présente convention, à l'exception des employés exclus en application de l'ordonnance d'accréditation rendue par la Commission des relations industrielles du Nouveau-Brunswick, et s'engage par la

présente à négocier, avec le Syndicat ou tout comité autorisé par ce dernier, toute question relative aux rapports existant entre les parties aux présentes dans le but de régler paisiblement et amicalement tout litige qui pourrait survenir entre lui et le Syndicat.

3.02 Travail réservé aux employés de l'unité de négociation

— Il est interdit aux personnes qui ne sont pas membres de l'unité de négociation de faire le travail d'un employé membre de l'unité de négociation, sauf pour les activités de formation, les expériences et les cas d'urgence lorsque les employés réguliers ne sont pas disponibles, et à la condition que l'exécution de ce travail en soi ne réduise pas le nombre normal d'heures de travail ou le salaire d'un employé.

3.03 Les directeurs d'activités et le personnel de soins peuvent être aidés par des **volontaires-bénévoles** pour donner aux résidents des soins auxiliaires non compris dans les descriptions de postes des employés, et ils ne doivent pas enlever de travail aux employés réguliers ou aux employés réguliers à temps partiel. Ces volontaires ne sont pas visés par la présente convention.

3.04 Si un conseil d'arbitrage doit se réunir pour l'examen d'un grief relativement à l'article 3.03, l'Employeur consent à payer les frais du président de ce conseil.

ARTICLE 4 DEFINITIONS

4.01 "employé régulier" désigne, aux fins de la présente convention, une personne à l'emploi de l'Employeur:

- (a) qui a exécuté 60 jours complets du travail (450 heures régulières) depuis la date de son embauchage, et
- (b) qui est désigné dans l'une ou l'autre des classifications à l'appendice "A" de la présente convention.

4.02 "période de stage". aux fins de la présente convention, désigne la période durant laquelle est évaluée la compétence d'un nouvel employé avant que celui-ci devienne permanent. Après avoir complété 60 jours ouvrables (450 heures régulières) de travail en une même année, l'employé stagiaire devient un employé régulier ou employé régulier à temps partiel.

4.03 (a) "employé régulier à temps partiel" désigne, aux fins de la présente convention, un employé qui a terminé sa

période de stage. Un tel employé a le droit d'accumuler des congés de maladie, des congés annuels, des salaires et des jours fériés bases sur la proportion du nombre d'heures de travail complétées par rapport à la semaine normale de travail. Il doit également bénéficier de tous les autres avantages prévus par la présente convention.

- (b) Les noms des employés à temps partiel régulièrement inscrits à l'horaire et des autres employés à temps partiel doivent être placés sur une liste selon l'ordre de leur ancienneté, et ces employés sont rappelés de préférence pour du travail disponible selon l'ordre de leur ancienneté, leur classification et leur département.

4.04 "heures de travail" désigne, aux fins de la présente convention, le nombre d'heures durant lesquelles l'employé doit travailler.

4.05 (a) "ancienneté" désigne, aux fins de la présente convention, la *durée d'emploi au service de l'Employeur*, calculée, sauf dispositions contraires de la présente convention, à l'échelle de l'ensemble de l'unité de négociation. Lorsque la période de stage définie à l'article 4.02 est complétée, l'ancienneté de l'employé remonte à la date d'embauchage.

- (b) "service" signifie les heures réelles payées directement par l'Employeur. Une année de service est 1950 heures payées. Le service inclus des périodes d'absence, sans rémunération pour vaguer aux affaires syndicales.

4.06 "congé de maladie" désigne, aux fins de la présente convention, la période de temps durant laquelle un employé est en conge payé en raison de maladie, d'incapacité ou à la suite d'un accident pour lequel aucune indemnité ne lui est versée en application de la Loi sur les accidents de travail.

4.07 "avancement" désigne, aux fins de la présente convention, le passage d'une classification à une autre où le salaire maximum est plus élevé.

4.08 "grief" désigne, aux fins de la présente convention, tout litige entre l'Employeur et un employé ou entre l'Employeur et le Syndicat.

4.09 Application du féminin ou du pluriel — Dans la présente convention, le masculin comprend le féminin et le singulier comprend le pluriel lorsque le contexte l'exige.

ARTICLE 5

ABSENCE DE DISCRIMINATION

5.01 Absence de discrimination de la part de l'Employeur – Aucune discrimination, **ingérence**, restriction ou coercition en matière de **taux** de traitement, de formation, de perfectionnement, d'avancement, de mutation, de mise en disponibilité, de rappel, de discipline ou de congédiement ne doit être exercée envers un employé, en raison de la race, des croyances, de la couleur, de la nationalité, des attaches politiques **ou religieuses**, du **sex**e ou de l'état matrimonial de celui-ci, ou parce qu'il est membre ou membre actif du Syndicat ou du Conseil des foyers de soins du Nouveau-Brunswick.

ARTICLE 6

AFFILIATION SYNDICALE

6.01 **Maintien d'adhésion** – Tous les employés qui sont actuellement membres du Syndicat doivent le demeurer comme condition d'emploi. Tous les nouveaux employés de l'Employeur doivent devenir et demeurer membres du Syndicat comme condition d'emploi.

ARTICLE 7

PRELEVEMENT DES COTISATIONS SYNDICALES

7.01 **Prélèvements** – L'Employeur doit retenir sur le salaire de chaque employé les cotisations mensuelles dues au Syndicat dont le montant est prévu dans les statuts ou les règlements du Syndicat, commençant avec le **mois** suivant la date de l'embauchage.

7.02 **Retenues** – Les sommes doivent être retenues à la fin de chaque mois et remises au secrétaire-trésorier du Syndicat au plus tard le 15^e jour du mois suivant. Elles doivent être accompagnées d'une liste indiquant les noms, adresses et classifications de tous les employés sur les salaires desquels les retenues ont été effectuées, ainsi que le montant de chacune de ces retenues.

7.03 **Information aux nouveaux employés** – L'Employeur accepte d'informer les nouveaux employés de l'existence de la présente convention collective et des conditions d'emploi établies dans les articles portant sur la **sécurité** syndicale et le prélèvement des cotisations.

7.04 L'Employeur doit inscrire sur la formule T4 de chaque employé le montant des cotisations payées au cours de l'année précédente.

ARTICLE 8

CORRESPONDANCE

8.01 Correspondance – A moins d'indication contraire expresse, toute correspondance ayant trait à la présente convention doit se faire par Ventremise de l'administrateur et du secrétaire de la section locale.

ARTICLE 9

COMITE OUVRIER-PATRONAL

9.01 Creation du comité – Les parties aux présentes reconnaissent les avantages qui peuvent découler d'un comité ouvrier-patronal et doivent créer un tel comité dans les foyers de soins. Il est convenu que ce comité doit être composé d'un nombre égal de représentants patronaux et syndicaux et doit établir son mandat conformément aux dispositions de l'article 9.02. Les réunions sont tenues mensuellement.

9.02 Competence du comité – Le comité n'a aucune compétence dans les questions salariales ou autres assujetties aux négociations collectives. ni dans l'application de la présente convention collective.

9.03 Pouvoirs du comité – Le comité ne peut pas remplacer un autre comité syndical ou patronal et ses décisions ou conclusions ne lient ni le Syndicat ou ses membres ni l'Employeur. Le comité peut cependant présenter au Syndicat et à l'Employeur des recommandations tirées de ses discussions et conclusions.

9.04 Le comité peut discuter de certains sujets tels que les horaires de travail, les heures des repas, le calendrier des vacances, ainsi qu'autres sujets relatifs.

ARTICLE 10

COMITE PROVINCIAL DE NEGOCIATION

10.01 Comité de négociation – Le comité est nommé et composé d'au plus cinq (5) membres agissant comme agents de l'Employeur et représentant tous les Employeurs énumérés à l'annexe "C", et d'au plus cinq (5) membres du Syndicat, nommés par le Syndicat et représentant tous les syndicats énumérés à l'annexe "C".

10.02 Mandat du Comité de négociation – Toutes les questions d'intérêt commun relatives aux négociations collectives doivent être renvoyées au Comité de négociation pour discussion et règlement. En cas de modifications acceptées Par un Employeur et une section locale énumérée à l'annexe "C" pendant la durée de la présente convention, une copie de ces modifications doit être envoyée à l'Association des foyers de soins du Nouveau-Brunswick et au Conseil des syndicats des foyers de soins du Nouveau-Brunswick.

10.03 Représentants – Le Syndicat peut, en tout temps, avoir recours à des représentants du Syndicat canadien de la fonction publique lorsqu'il traite ou négocie avec l'Employeur, et ce dernier peut avoir recours à toutes personnes qu'il estime nécessaires lorsqu'il traite ou négocie avec le Syndicat.

ARTICLE 11

PROCEDURE APPLICABLE AUX GRIEFS

11.01 Choix des délégués syndicaux – Pour le règlement des griefs, l'Employeur reconnaît le droit que possède le Syndicat de nommer ou élire des délégués syndicaux dont la fonction est d'aider les employés qu'ils représentent à rédiger et à présenter leur grief conformément à la procédure applicable aux griefs.

11.02 Noms des délégués syndicaux – Le Syndicat doit indiquer par écrit à l'Employeur le nom de chaque délégué syndical, dont le nombre ne doit pas être supérieur à six (6), ainsi que le département représenté par chacun de ces délégués, avant que l'Employeur soit tenu de les reconnaître. L'Employeur doit être informé par écrit dans les vingt et un (21) jours de tout changement dans le choix des délégués syndicaux.

11.03 Comité des griefs – Les délégués syndicaux choisis constituent le Comité de griefs et demeurent membres du comité aussi longtemps qu'ils sont employés ou jusqu'à ce que le Syndicat informe l'Employeur d'un changement. Le Syndicat en désignera un comme délégué en chef.

11.04 Signification des griefs – Un délégué syndical ne doit pas quitter son lieu d'emploi avant d'obtenir la permission de son surveillant immédiat ou de son chef de service. La permission ne doit pas être refusée Sans raison valable. A son retour, le délégué syndical doit se présenter à son surveillant.

11.05 Règlement par discussion — Les parties conviennent qu'un employé qui se juge **lésé** soit incité à discuter du sujet avec son surveillant immédiat en compagnie de son **délégué** syndical dans les dix (10) jours ouvrables des circonstances qui ont donné lieu à la plainte ou à l'infraction alléguée à la présente convention, et avant que ne soit amorcée la première étape de la procédure applicable aux griefs.

11.06 Règlement des griefs:

PREMIERE ETAPE: Lorsque la question en litige ne peut être solutionnée par les discussions prévues à l'article 11.05, l'employé, avec son **délégué** syndical, peut soumettre par écrit un grief à son surveillant dans les quinze (15) jours ouvrables des circonstances qui ont donné lieu au grief. Le Surveillant doit donner sa décision par écrit dans les dix (10) jours de travail qui suivent la date de la réception du grief.

DEUXIEME ETAPE Si aucun règlement satisfaisant n'est obtenu, dans les cinq (5) jours ouvrables de la décision rendue par le surveillant, le grief doit être soumis au directeur général par le Comité des griefs qui s'occupe de l'employé en question. Le directeur général doit rendre une décision par écrit dans les dix (10) jours ouvrables de la réception du grief.

TROISIEME ETAPE Si aucun règlement satisfaisant n'est obtenu à la deuxième étape, le Syndicat peut, dans les trente jours ouvrables de la réception de la décision du directeur général prévue à la deuxième étape et cinq (5) jours après signification d'un avis d'intention à l'Employeur, soumettre le litige à l'arbitrage conformément à l'article 12.

11.07 Grief au niveau syndical ou en matière d'application — En cas de litige portant sur l'application générale ou l'interprétation de la présente convention ou en cas de grief signifié par un groupe d'employés ou le Syndicat, l'étape 1 de l'article 11.06 peut être omise.

11.08 Vice de forme ou de procédure — Aucun grief ne doit être rejeté pour défaut de formalité ou vice de forme. Le conseil d'arbitrage peut autoriser toute modification nécessaire au grief et il peut ignorer tout défaut de procédure afin de déterminer le véritable litige et de rendre une décision basée sur des principes d'équité et de justice.

ARTICLE 12

ARBITRAGE

12.01 Composition du conseil d'arbitrage – Lorsque l'une ou l'autre des parties demande qu'un grief soit soumis à l'arbitrage, elle doit le signifier à l'autre partie par courrier recommandé et donner le nom de son représentant au conseil d'arbitrage. L'autre partie doit faire de même dans les dix (10) jours de la réception de l'avis. Les deux arbitres doivent alors se réunir et choisir un président impartial.

- (a) Si les parties sont d'accord, le conseil d'arbitrage peut être formé d'un seul arbitre.

12.02 Défaut de nomination – Si le destinataire de l'avis ne nomme pas d'arbitre, ou si les deux représentants ne peuvent pas s'entendre sur le choix d'un président dans les sept jours suivant leur nomination, le ministre du Travail doit, à la demande de l'une ou l'autre partie, nommer l'arbitre ou le président.

12.03 Procédure du conseil – Le conseil peut établir ses propres procédures, mais il doit donner toutes les possibilités à toutes les parties de présenter des preuves et de s'expliquer. Le conseil doit entendre la cause et rendre une décision dans les dix (10) jours de la nomination du président.

12.04 Décision du conseil – Une décision majoritaire constitue la décision du conseil. À défaut de décision majoritaire, la décision du président est finale, définitive et lie toutes les parties. Le conseil d'arbitrage ne peut cependant en aucun cas modifier la présente convention ou l'une de ses dispositions. Toutefois, le conseil peut régler tout grief découlant d'un congédiement ou d'une mesure disciplinaire, d'une façon qu'il estime juste et équitable.

12.05 Désaccord sur la décision – En cas de désaccord quant à l'interprétation d'une décision, l'une ou l'autre partie peut demander au président du conseil d'arbitrage de convoquer une réunion du conseil pour préciser la décision. Le conseil doit se réunir dans les trois (3) jours de la demande.

12.06 Dépenses du conseil – Chaque partie doit payer:

- (1) les frais et dépenses de l'arbitre qu'elle nomme,
- (2) la moitié des frais et dépenses du président, ou du seul arbitre.

12.07 Modification des **délais** – Les délais applicables aux procédures relatives **aux griefs et à l'arbitrage** peuvent être prolongés avec le consentement des parties à la présente convention.

12.08 **Témoins** – Les parties peuvent, à n'importe quelle étape de la procédure applicable au grief ou à l'arbitrage, utiliser comme témoin l'employé ou les employés en cause ou toute autre personne. Toute disposition raisonnable sera prise pour permettre aux parties en cause ou à l'arbitre ou aux arbitres l'accès aux locaux de l'Employeur pour l'examen des conditions de travail qui pourraient être pertinentes au règlement du grief.

ARTICLE 13

ABSENCE DE GREVES ET DE LOCK-OUT

13.01 **Grèves** et lock-out – Il ne doit pas survenir de grèves ni de lock-out pendant la **durée** de la présente convention.

ARTICLE 14

CONGEDIEMENT, SUSPENSION ET MESURES DISCIPLINAIRES

14.01 **Avertissement** – L'Employeur ou son représentant peut, lorsqu'il l'estime nécessaire, reprimander un employé d'une manière indiquant que celui-ci pourrait être congédié s'il ne parvient pas à donner un travail satisfaisant dans un délai donné. L'Employeur doit, dans les cinq (5) jours qui suivent, donner par écrit au secrétaire du Syndicat, avec une copie à l'employé, les détails de cette réprimande. Lorsque l'Employeur estime nécessaire de reprimander un employé, il doit le faire en privé, principalement dans un bureau particulier.

14.02 Procédure de **congédiement** – Un employé ne peut être suspendu ou congédié que pour un juste motif. Lorsqu'un employé est suspendu ou congédié, il faut **lui** donner la raison de sa suspension ou de son congédiement en présence d'un **délégué** syndical. L'Employeur doit sans délai donner par écrit à l'employé congédié ou suspendu, de même qu'au Syndicat, les raisons justifiant cette suspension ou ce congédiement.

14.03 Omission d'étapes de la **procédure** applicable aux griefs – Lorsque la section locale estime que le congédiement ou la suspension est **non fondé et injuste**, l'employé a droit à une audience prévue à l'article 11, procédure applicable aux griefs, et la première étape doit être omise dans un tel cas.

- (1) lorsqu'il est congédié pour un juste motif et ne réintègre pas son poste;
- (2) lorsqu'il démissionne;
- (3) lorsqu'il s'absente de son travail pendant plus de cinq (5) jours ouvrables sans en avertir son Employeur, à moins qu'il lui soit impossible de le faire;

cas suivants:

15.02 **Perte d'ancienneté** — Un employé ne doit pas perdre son ancienneté s'il est absent du travail à cause de maladie, d'accident, de mise en disponibilité ou en cas d'absence autorisée par l'Employeur. L'employé perd seulement son ancienneté dans les heures travaillées entre la date d'embauchage et le 31 décembre de l'année précédente.

15.01 Une liste d'ancienneté mise à jour doit être envoyée au Syndicat et affichée sur les tableaux d'affichage au plus tard le 1er février de chaque année. Cette liste doit indiquer le nombre d'heures travaillées entre la date d'embauchage et le 31 décembre de l'année précédente.

ARTICLE 15 ANCIENNETÉ

14.07 Une suspension sans rémunération doit s'appliquer pour une période déterminée et ne doit pas dépasser vingt (20) jours ouvrables.

14.06 Un rapport de mesure disciplinaire doit être enlevé du dossier d'un employé après dix-huit (18) mois, pourvu qu'aucune autre mesure disciplinaire n'ait été enregistrée pendant cette période à son sujet.

14.05 **Dossier d'un employé** — Un employé qui en fait la demande doit pouvoir, pendant les heures normales de bureau, lire tout document dans son dossier personnel ayant trait à des mesures disciplinaires inscrites ou prises contre lui, et en faire une photocopie.

14.04 **Suspension et congédiement injustes** — Lorsqu'une enquête révèle que la suspension ou le congédiement d'un employé est injuste, ce dernier doit immédiatement réintégrer son ancien poste sans perte d'ancienneté et recevoir, pour cette période de suspension ou de congédiement, soit une rémunération égale au salaire normal qu'il gagnait juste avant ce congédiement ou cette suspension, soit une autre forme d'indemnité juste et équitable de l'avis des parties, ou de l'avis d'un conseil d'arbitrage en cas d'intervention de celui-ci.

- (4) lorsqu'en cas de mise en disponibilité, il ne retourne pas à son travail dans les sept (7) jours civils suivant la réception d'un avis par courrier recommandé lui demandant de le faire, sauf en cas de maladie ou s'il a un autre motif valable. Il incombe à l'employé de tenir l'Employeur au courant de son adresse;
- (5) lorsqu'il est mis en disponibilité pendant plus d'un an.

15.03 Mutation et ancienneté an dehors de l'unité de négociation – Nul employé ne doit être muté en dehors de l'unité de négociation sans son consentement. Si un employé est muté à un poste en dehors de l'unité de négociation, il conserve l'ancienneté qu'il avait accumulé au moment de son départ, mais cesse d'en accumuler. Si l'employé reprend un poste au sein de l'unité de négociation, il doit recevoir un emploi compatible avec son ancienneté. Ce retour ne doit pas entraîner la mise en disponibilité ou le déplacement d'un employé comptant plus d'ancienneté.

15.04 Stagiaires – Les nouveaux employés doivent compléter une période de stage de 60 jours ouvrables (450 heures régulières) à partir de la date d'embauche. Les stagiaires ont les mêmes droits et privilèges prévus par la présente convention, sauf ceux relatifs au congédiement. Les stagiaires peuvent être congédiés en tout temps sans avoir le droit de recourir à la procédure applicable aux griefs, à moins que le Syndicat ne soutienne que le congédiement est le résultat de mesures discriminatoires stipulées à l'article 5. L'ancienneté d'un employé ayant complété sa période de stage remonte à la date initiale de son embauchage.

15.05 Maintien de l'ancienneté – En cas de fusion ou amalgamation de l'une ou plusieurs exploitations ou activités entre l'Employeur et un autre, le premier convient de maintenir les droits d'ancienneté de tous les employés avec le dernier.

ARTICLE 16

VACANCES, AVANCEMENTS ET CHANGEMENTS

16.01 Lorsqu'un poste devient vacant ou qu'un nouveau poste est créé au sein de l'unité de négociation, l'Employeur doit en aviser immédiatement le Syndicat par écrit et doit l'afficher sur tous les tableaux d'affichage pendant au moins une semaine afin que tous les membres soient mis au courant. Dans les quatorze (14) jours de calendrier suivant la clôture du concours, le nom du candidat choisi doit être affiché.

16.02 Renseignements sur l'affichage des postes — Les avis doivent donner les renseignements suivants: description de l'emploi, qualifications requises, connaissances et éducation requises, aptitudes, salaire ou barème ou taux de salaire. Ces critères ne doivent pas être établis de façon arbitraire ou discriminatoire.

16.03 Mode de nomination — Donc, lors de changements au sein du personnel, de mutations ou d'avancements, il faut nommer, parmi les candidats qui répondent aux exigences nécessaires de l'emploi qui ont été affichées, celui ou celle qui compte la plus d'ancienneté.

16.04 Période d'essai: Le candidat choisi est à l'essai pendant une période de trente (30) jours ouvrables (225.6 heures régulières). S'il donne un travail satisfaisant, son avancement à l'essai devient permanent après la période de trente (30) jours ouvrables (225.6 heures régulières). Si le candidat choisi ne donne pas un travail satisfaisant durant la période d'essai ci-dessus ou s'il se juge incapable d'assumer les fonctions de son nouveau poste, il doit retourner à son ancien poste sans perdre son ancienneté, et à son ancien salaire. Tout autre employé qui avait fait l'objet d'avancement ou de mutation à cause du remaniement des postes doit aussi retourner à son ancien poste sans perte d'ancienneté, et à son ancien salaire.

16.05 Avis au Syndical — Le Syndical doit être tenu au courant tous les mois des nominations, embauchages, mises en disponibilité, mutations, rappels et cessations d'emploi parmi les employés visés par la présente convention.

16.06 Lorsqu'un employé est frappé d'incapacité en raison d'un handicap ou d'une maladie, ou à cause de son âge avancé ou d'une invalidité provisoire, et devient incapable d'exercer ses fonctions régulières, l'Employeur doit faire tous les efforts raisonnables pour le rétablir dans un poste ou un emploi qui lui convient compte tenu de son invalidité, de sa capacité ou de son âge. L'Employeur ne doit déplacer aucun autre employé de son poste pour accomplir ce rétablissement, sauf un employé stagiaire.

ARTICLE 17

MISE EN DISPONIBILITÉ ET RAPPEL

17.01 Procédure de mise en disponibilité et de réembauchage — Les deux parties reconnaissent que la sécurité

d'emploi doit augmenter proportionnellement à la durée du service. Par conséquent, en cas de mise en disponibilité, les employés doivent être mis à pied en commençant par celui qui compte le moins d'ancienneté. Les employés doivent être rappelés par ordre d'ancienneté sous réserve qu'ils puissent faire le travail demandé.

17.02 **Ancienneté** — Aucun nouvel employé ne doit être embauché avant que ceux qui ont été mis à pied le soient eu l'occasion de revenir au travail

17.03 **Avis de mise en disponibilité** — L'Employeur doit informer les employés qui seront mis en disponibilité quatorze (14) jours à l'avance. Si l'employé mis en disponibilité n'a pas eu l'occasion de travailler son nombre de jours habituels après avoir reçu son avis de mise en disponibilité, il doit être rémunéré pour la perte de salaire. L'employé qui démissionne doit informer par écrit son Employeur quatorze (14) jours à l'avance

17.04 **Griefs liés à la mise en disponibilité** — Les griefs découlant des mises en disponibilité à cause d'une diminution du personnel doivent être entamés à la troisième étape de la procédure applicable aux griefs

17.05 **Lettre de référence** — L'employé qui le demande doit recevoir une lettre de références au moment de sa cessation d'emploi.

ARTICLE 18

HEURES DE TRAVAIL

18.01 **(a) Heures normales de travail** — La journée normale de travail est de sept heures et demie (7 1/2) à l'exclusion du temps du repas. La semaine normale de travail est de trente sept heures et demie (37 1/2) en moyenne sur une période de quatre (4) semaines.

(b) Nul employé ne doit travailler plus de sept jours consécutifs.

18.02 **Période de repas** — La période de repas doit être d'une durée minimale de trente (30) minutes par relais. Les employés qui bénéficient actuellement d'une période d'une heure pour les repas gardent cette heure sans qu'il y ait augmentation de leurs heures de travail.

18.03 **Période de repos** — Tous les employés ont droit à une période de repos de quinze (15) minutes pendant chaque moitié de

relais. L'Employeur doit rendre disponible un endroit à cette fin.

18.04 Horaire des heures de travail —

- a) L'horaire de travail indiquant les jours et les relais des heures normales de travail des employes à temps plein, ainsi que leurs jours de congé, doit être affiché sur un tableau d'affichage désigné deux semaines à l'avance.
- b) L'Employeur ne doit pas modifier un horaire déjà affiché sans consulter au préalable l'employé.

18.05 a) **Roulement et jour de repos —** Le mode actuel d'établissement des heures de travail, de roulement et des jours de repos des employes doit être maintenu pendant la **durée** de la présente convention. Si des différends surviennent sur la pratique actuelle entre les parties en cause, ou si certains changements à l'horaire peuvent améliorer les conditions de travail, le Syndicat et l'Employeur en question doivent se rencontrer et négocier un changement mutuel. Cette mesure ne s'applique pas aux employes embauchés, promus ou rétrogradés après le 17 août 1984.

- b) Les heures de travail suivantes s'appliquent dans le cas des employés non **visés** par la disposition (a) ci-dessus et des employés qui, par consentement unanime entre l'Employeur et le Syndicat, choisissent de ne pas être visés par la disposition (a) ci-dessus:

- 1) Nul employé ne doit travailler plus de sept (7) jours civils consécutifs. Si un employé devait travailler plus de sept (7) jours consécutifs, il serait alors visé par l'article 19.02. Il faut dans la mesure du possible accorder à chaque employé deux (2) jours de repos consécutifs chaque semaine. Cependant, les jours de repos d'un employé ne doivent pas être pris à des dates non consécutives plus de deux fois dans une période de quatre (4) semaines, à moins que les parties en conviennent autrement.
- 2) En vue de procurer aux employés autant de fins de semaine libre que possible, il faut organiser les horaires de travail de façon à assurer une répartition **égale** des fins de semaine libres, sauf entente

contraire entre l'employé et l'Employeur. L'Employeur consent à faire de son mieux pour procurer au moins une fin de semaine libre sur trois (3). La présente disposition ne s'applique pas aux employes à temps partiel.

- 3) La rotation d'un relais à l'autre doit être répartie également entre les employés. Cette rotation ne s'applique pas aux employes embauchés toujours pour des relais de soirée ou de nuit, ni à ceux qui, après s'être entendus avec l'Employeur, sont affectés à des relais de soirée ou de nuit.
- 4) Pourvu qu'il n'y ait pas de coût additionnel pour l'Employeur, les employés peuvent échanger de relais à condition de donner un préavis suffisant et d'obtenir l'approbation du chef de département immédiat. L'approbation ne doit pas être refusée sans raison valable.
- 5) A moins d'entente mutuelle, nul employé ne doit passer d'un relais à l'autre plus d'une fois dans une même semaine. Cette disposition ne s'applique pas aux employés à temps partiel.

18.06 Temps libre entre les relais — Sauf entente contraire entre l'Employeur et l'employé, la période minimale de temps libre entre les relais est de seize (16) heures.

ARTICLE 19

HEURES SUPPLEMENTAIRES

19.01 Définition d'heures supplémentaires:

- (a) tout travail effectué pendant un congé annuel ou un jour de repos;
- (b) tout travail effectué après les heures normales de travail établies à l'article 18.01;
- (c) tout travail effectué moins de seize (16) heures après le relais de travail du même employé, sauf entente prévue à l'article 18.06, doit être du temps supplémentaire.

19.02 Taux des heures supplémentaires — Le taux des heures supplémentaires est:

- (a) une fois et demi le taux normal, ou

- (b) le même nombre d'heures prises en congé dans les trente (30) jours, à la discrétion de l'employé.

19.03 Mise en disponibilité et heures supplémentaires – Nul employé ne doit être mis en disponibilité pendant les heures normales de travail à cause des heures supplémentaires accumulées.

19.04 Heures supplémentaires des employés à temps partiel –

- (a) Les employés à temps partiel travaillant moins de sept heures et demie (7 1/2) par jour et qui sont tenus de travailler plus longtemps doivent être **rémunérés** au taux normal jusqu'à concurrence de sept heures et demie (7 1/2). Le **taux** habituel de surtemps s'applique pour le travail effectué après une journée de sept heures et demie (7 1/2).
- (b) Les employés à temps partiel qui travaillent plus de 37 1/2 heures par semaine réparties sur une période de quatre semaines doivent être **rémunérés** pour le temps supplémentaire.
- (c) Aucun employé à temps partiel ne doit travailler plus de sept jours consécutifs.

19.05 Répartition des heures supplémentaires – Les heures supplémentaires et les périodes de rappel au travail doivent être réparties également entre les employés qui acceptent et qui sont aptes à faire le travail disponible.

19.06 Durée minimale de rappel – Tout employé rappelé et qui doit travailler après ses heures normales de travail doit être **rémunéré** l'équivalent d'au moins trois (3) heures au **taux** applicable aux heures supplémentaires.

19.07 Autorisation pour heures supplémentaires – Les heures supplémentaires doivent être autorisées à l'avance par l'Employeur, par écrit si possible.

ARTICLE 20

JOURS FÉRIÉS

20.01 Liste des jours fériés – L'Employeur accepte les congés payés suivants:

Jour de l'An	Fête du Travail
Vendredi Saint	Jour d'action de grâces
Lundi de Pâques	Jour du Souvenir
Fête de la reine	Noël
Fête du Canada	Lendemain de Noël
Fête du Nouveau-Brunswick	

et tout autre jour férié désigné par le gouvernement fédéral ou provincial. Ces jours fériés doivent être divisés équitablement entre les employés.

20.02 Congés payés –

- (a) Si un jour férié coïncide avec un jour libre de l'employé, il faut lui accorder un autre jour libre payé. Si un employé doit travailler un jour férié, il doit être **rémunéré** au taux de temps et demi le temps régulier pour toutes les heures travaillées et avoir un autre jour libre payé tel que stipulé à l'article 20.01. Quant aux employés à temps partiel qui reçoivent le salaire englobant tout, ils sont **rémunérés** à ce taux pour le relais de sept heures et demie (7 1/2) et reçoivent ensuite le taux régulier de salaire pour trois et trois quarts (3 3/4) heures, mais ils n'ont pas droit à un jour libre payé.
- (b) Il faut accorder l'autre jour libre dans les trente (30) jours qui suivent la date réelle des jours fériés **énumérés** à l'article 20.01 et ce jour doit être le jour férié de l'employé. Il faut autant que possible accorder ce jour aussitôt avant ou après son jour libre normal. Si l'autre jour libre n'est pas accordé dans le délai de trente (30) jours, il faut payer l'employé au **taux de surtemps**.

20.03 Jour férié coïncidant avec un jour de repos – Lorsque l'un des jours fériés énumérés ci-dessus coïncide avec le jour de repos de l'employé, celui-ci doit recevoir un autre congé payé à une date convenue entre lui et l'Employeur.

20.04 Employés admissibles aux congés payés – L'employé doit, à moins d'absence autorisée, travailler sa journée selon son horaire de travail qui précède et qui suit le jour férié indiqué afin d'avoir droit à un congé payé

ARTICLE 21

CONGES ANNUELS

21.01 Durée des congés annuels – Tout employé ayant complété sa période de stage et qui, au 30 juin, soit le dernier jour de l'année ouvrant droit aux congés annuels, a une ancienneté de

- (a) moins de un an, a droit à un conge annuel payé à son taux régulier, calculé sur la base d'une journée et quart par mois de service ininterrompu à la dernière journée de l'année ouvrant droit aux congés annuels;
- (b) un an et plus mais moins de cinq ans, a droit à un conge annuel de trois semaines payé à son taux régulier;
- (c) cinq ans et plus mais moins de vingt ans, a droit à un conge annuel de quatre semaines payé à son taux régulier;
- (d) vingt ans et plus, a droit à un conge annuel de cinq semaines payé à son taux régulier.

21.02 Jours fériés coïncidant avec les congés annuels – Lorsqu'un jour férié tombe pendant la période des congés annuels de l'employé, celui-ci doit recevoir un jour de conge pour chaque jour férié en plus de ses jours de congés réguliers.

21.03 Indemnité de conge payé à la cessation d'emploi – L'employé dont l'emploi prend fin pour un motif quelconque doit recevoir à sa dernière paye une somme équivalente à tout crédit de conge annuel qui pourrait lui revenir conformément à l'article 21.01.

21.04 Calendrier des congés annuels – L'Employeur doit afficher pas plus tard que le 1er mars de chaque année un calendrier sur lequel les employés indiqueront leur choix de congés annuels. Les employes ont jusqu'au 1er avril pour indiquer leur choix de congés annuel. Le calendrier des congés annuels approuvés doit être affiché pas plus tard que le 1er mai, et ne doit pas être modifié à moins d'entente mutuelle. Dans chaque département, les congés annuels sont d'abord accordés selon l'ancienneté pour chaque classification d'employés.

21.05 Calcul de l'indemnité des congés annuels – L'indemnité de conge annuel est calculée selon le taux de traitement en vigueur immédiatement avant la période de conge. A condition

d'en avoir prévenu la direction quinze jours à l'avance, les employés doivent pouvoir encaisser immédiatement leur indemnité de conge annuel.

21.06 Période de référence (année ouvrant droit aux congés annuels) – La période de référence pour les congés annuels s'échelonne du 1er juillet au 30 juin. Les congés annuels ne peuvent être reportés à une autre année sans l'autorisation de l'Employeur.

21.07 Un employé hospitalisé ou malade à la maison pendant cinq (5) jours consécutifs ou plus lors de son conge annuel peut utiliser ses crédits de conge de maladie pourvu qu'il présente un certificat médical et pourvu que l'Employeur en soit avisé pendant la maladie. Les crédits de conge annuel non utilisés pendant cette période sont remis à plus tard.

ARTICLE 22

CONGES DE MALADIE

22.01 Nombre de jours de congés de maladie – Chaque employé de l'unité de négociation accumule des crédits de conge de maladie à raison d'un jour et demi (1 1/2) par mois de service jusqu'à concurrence de deux cent quarante jours (240) jours.

22.02 L'employé dont le début de l'emploi a lieu avant le seize (16) du mois a le droit d'accumuler des crédits de conge de maladie pour ce mois-là.

22.03 Déduction des congés de maladie – Il faut déduire des congés de maladie accumulés par un employé chaque heure régulière de travail (exception faite des jours fériés) durant laquelle l'employé est en conge de maladie prévu à l'article 22.01. Sept heures et demie constituent un jour ouvrable.

22.04 Enquête sur les congés de maladie – L'Employeur se réserve le droit d'enquêter sur toute maladie signalée par un employé. Si, après enquête, l'Employeur estime qu'il y a peut-être abus des congés de maladie ou si l'employé s'absente pendant plus de trois jours ouvrables consécutifs, l'Employeur peut exiger la production d'un certificat de médecin. Lorsqu'un tel certificat est exigé, il doit être demandé pendant la maladie.

22.05 Compte rendu de la maladie – Toute absence pour cause de maladie ou d'accident doit être signalée au surveillant et au chef de département le plus tôt possible.

22.06 Congé de maladie pendant un conge autorisé – Lorsqu'un employé reçoit un conge non payé pour une raison quelconque ou est mis en disponibilité en raison d'un manque de travail pour une période dépassant la moitié des jours ouvrables dans un mois quelconque, il n'accumule aucun credit de conge de maladie pour ce mois, mais à son retour il conserve tous les congés de maladie qu'il avait à son crédit au moment de l'absence ou de la mise en disponibilité.

22.07 Registre des congés de maladie – L'Employeur doit tenir un registre des congés de maladie non utilisés. Tout employé doit, sur demande, être informé du nombre de jours de conge de maladie qu'il a accumulés.

22.08 La période d'absence d'un employé qui reçoit des indemnités de la Commission des accidents de travail ne doit pas être déduite des credits de congés de maladie ou de congés annuels de cet employé.

- 22.09** (a) Un conge de maladie doit être accordé pour les rendez-vous chez le médecin ou le dentiste qui ne peuvent pas être obtenus en dehors des heures normales de travail. L'employé doit aviser l'Employeur de l'heure de rendez-vous aussitôt que le rendez-vous est confirmé.
- (b) Lorsque l'Employeur exige un certificat médical, une radiographie et un examen, le coût du certificat, de la radiographie et de l'examen est absorbé par l'Employeur, sauf si c'est à l'appui d'une demande de conge de maladie.

ARTICLE 23

CONGES AUTORISES

23.01 Affaires syndicales –

- (a) L'Employeur doit, sur demande, accorder un conge non payé aux employés élus ou nommés pour s'occuper des affaires du Syndicat. Ce conge ne doit pas être accordé à plus de deux (2) employes d'un même département et à plus de quatre (4) employes en même temps.
- (b) Nul employé ne doit subir une perte de salaire lorsqu'il doit quitter provisoirement son emploi pour un règlement de grief ou un arbitrage.

- (c) Les membres du Syndicat choisis par les syndicats pour siéger au comité de négociation établi conformément à l'article 10.01 doivent recevoir des congés payés jusqu'à concurrence de quatre-cinq (45) jours ouvrables pour l'ensemble du comité pendant la durée de la présente convention. Des congés additionnels non payés doivent être accordés au comité de négociation.
- (d) Le foyer de soins doit maintenir le plein salaire et tous les avantages de l'employé pendant une absence autorisée conformément à l'article 23.01 (a). Le Syndicat doit dans ce cas rembourser le foyer de soins. Une demande d'un tel conge doit être faite deux (2) semaines à l'avance, si possible.

23.02 Congé de deuil — L'employé a droit à un conge de deuil de trois (3) jours ouvrables consécutifs ou quatre (4) jours de calendrier consécutifs sans perte de traitement en cas du décès de son époux, son épouse, son époux de fait, son épouse de fait, son frère, sa soeur, son fils, sa fille, son père, sa mère, ses grands-parents, son petit-enfant, son beau-père, sa belle-mère, son beau-frère, sa belle-soeur, ou un autre membre du foyer, pour assister aux funérailles ou voir à l'organisation des funérailles. Lorsque les funérailles ont lieu à l'extérieur de la province, le conge doit comprendre une période raisonnable pour le voyage.

23.03 Congé de maternité — Une employée enceinte doit recevoir un conge de maternité sans traitement et sans perte d'ancienneté. Les conditions suivantes s'appliquent:

- (a) L'employée doit informer l'Employeur, au plus tard à la vingtième semaine de grossesse, de la date prévue d'accouchement.
- (b) A la demande de l'employée, le conge de maternité doit commencer douze (12) semaines avant la date prévue d'accouchement.
- (c) Lorsqu'une employée présente à l'Employeur un certificat d'un médecin indiquant que sa santé l'exige, le conge de maternité doit commencer plus tôt que douze (12) semaines avant la date prévue d'accouchement.
- (d) L'Employeur peut ordonner à une employée qui est enceinte de prendre un conge de maternité plus tôt que prévu lorsqu'à son avis il y va de l'intérêt de l'établissement.

- (e) Le conge de maternité doit se poursuivre pendant au moins six (6) semaines après l'accouchement. Le conge doit se prolonger jusqu'à un maximum de trois mois après l'accouchement sur presentation d'un certificat medical attestant qu'elle ne peut reprendre son travail. L'employée qui retourne au travail après le conge de maternité doit réintégrer son ancien poste.
- (f) Les employées admissibles au conge de maternité peuvent, pendant leur conge de maternité, utiliser dix (10) jours ouvrables de leurs congés de maladie accumulés.

23.04 Conge d'audience — L'Employeur doit accorder un conge sans perte d'ancienneté à un employé qui est tenu de comparaître à titre de juré. L'Employeur doit remettre à l'employé la différence entre le salaire habituel de celui-ci et ses honoraires de juré, exception faite des dépenses de voyages, des repas et des autres dépenses. L'employé doit fournir la preuve qu'il a servi de membre du juré et du montant qu'il a reçu.

23.05 Conge d'études — L'Employeur doit accorder un conge payé et sans perte d'ancienneté aux employés qui désirent subir un examen dans le but d'améliorer leur compétence dans le département.

23.06 Congés divers — L'Employeurs doit accorder un conge Sans traitement et Sans perte d'ancienneté pour une raison valable et suffisante à tout employé qui en fait la demande. La demande doit être faite par écrit et approuvée par l'Employeur. Un tel conge ne doit pas être refusé sans raison valable.

23.07 Temps rigoureux — Un employé qui, après avoir fait tous les efforts raisonnables pour se rendre au travail au cours d'une tempête, est incapable de se rendre à cause de la condition des rues ou des grandes routes, doit pouvoir remplacer sa journée d'absence en utilisant ses jours fériés accumulés, son surtemps accumulé ou ses jours de congés annuels accumulés, ou en travaillant pendant l'une de ses journées de conge ordinaire ou pendant un jour férié si le calendrier de travail le permet.

ARTICLE 24

TRAITEMENTS ET ALLOCATIONS

24.01 Jours de paye:

- (a) Les jours de paye sont le jeudi de toutes les deux (2)

semaines conformément à l'annexe "A" qui fait partie de la présente convention. L'employé doit, à chaque paye, recevoir un compte rendu détaillé de son traitement et des retenues.

- (b) Lorsque le jour régulier de la paye coïncide avec un jour férié, le jour de la paye doit être le dernier jour bancaire qui précède ce jour férié.
- (c) Le foyer de soins convient de distribuer les chèques de paye aux employés affectés au relais de nuit à leur sortie du travail.
- (d) Lors d'un jour de paye régulier, les chèques doivent être distribués durant les heures régulières de bureau.
- (e) Si le jour de paye coïncide avec une journée de congé de l'employé, son chèque doit, dans la mesure du possible, lui être remis à sa dernière journée de travail avant le jour de paye,

24.02 **Egalité de rémunération pour un travail égal** — Le principe de l'égalité de rémunération pour un travail égal doit être respecté, quel que soit le sexe de l'employé.

24.03 **Employé à temps partiel** — Les employés réguliers à temps partiel doivent bénéficier des mêmes taux de salaires, des mêmes conditions d'emploi et des mêmes avantages prévus par la présente convention, proportionnellement au nombre d'heures de travail.

24.04 **Rémunération pendant une affectation provisoire** — Lorsqu'un employé est tenu d'assumer la majeure partie des fonctions d'un poste supérieur pendant un relais ou plus, il doit être payé au même échelon de salaire du poste supérieur que celui de son poste précédent. Un employé affecté provisoirement à un poste d'un niveau inférieur ne doit pas être assujéti à une diminution de salaire.

24.05 **Prime de disponibilité** — Lorsqu'un employé est avisé qu'il est "en appel", c'est-à-dire qu'on devrait pouvoir communiquer directement avec lui au téléphone, il doit être payé \$5.00 pour chaque période de huit heures durant laquelle il doit être "en app-

pel". Toutes les heures effectivement travaillées doivent être payées au taux de surtemps avec un paiement minimum de trois (3) heures, tel que prévu à l'article 19.06.

- 24.06** (a) **Repas** — Le prix des repas fournis aux employés est calculé d'après le prix de revient de la nourriture brute et des provisions, et d'après les salaires des employés de la cafétéria.
- (b) Si l'administration exige le port de filets à cheveux, elle doit les fournir.

24.07 Allocation de taxi — Lorsqu'un employé (autre qu'un employé à temps partiel) est appelé à travailler entre 23h30 et 7 heures du matin, et que ces heures n'étaient pas prévues au calendrier de travail, l'Employeur doit fournir à cet employé un moyen de transport ou un service de taxi aller et retour de son domicile jusqu'à un maximum de \$5.00 du voyage.

24.08 Indemnité d'études —

- (a) L'Employeur, lorsqu'il demande à un employé à suivre un cours de formation afin que celui-ci puisse se perfectionner pour mieux accomplir son travail, doit payer tous les coûts de ce cours.
- (b) L'Employeur doit déduire 1¢ par heure pour chaque employé de l'unité de négociation pour fins d'éducation. L'argent doit être envoyé au coordonnateur, Conseil des syndicats des foyers de soins du N.-B., 1133, rue Regent, suite 302, Fredericton, N.-B. E3B 3Z2. L'argent doit être envoyé annuellement selon les heures travaillées qui sont affichées sur la liste d'ancienneté en janvier de chaque année.

24.09 Indemnité supplémentaire — Un employé qui ne peut accomplir son travail régulier pour le compte de l'Employeur à la suite d'un accident au travail pour lequel il reçoit une indemnité versée par la Commission des accidents du travail conformément à la Loi sur les accidents du travail doit recevoir de son Employeur, pendant une année au plus, la différence entre son salaire habituel et l'indemnité versée. Un employé accumule l'ancienneté et tous les avantages prévus par la présente convention pendant la période temporaire d'incapacité totale.

24.10 Montant manquant dans le salaire verse — Lorsqu'un employé signale à l'Employeur un montant qui manque dans son salaire verse, ce dernier doit **lui** verser le montant manquant dans les trois jours qui suivent, si l'employé en fait la demande.

24.11 Allocation de retraite — Lorsque, après avoir accumulé cinq (5) ans ou plus de service ininterrompu, un employé décède ou prend sa retraite par suite d'incapacité ou en raison de son âge, l'Employeur doit verser à l'employé ou à son bénéficiaire une allocation de retraite égalant cinq (5) jours de paye pour chaque année complète de service ininterrompu jusqu'à concurrence de cent vingt-cinq (125) jours de paye au taux de traitement habituel.

24.12 (a) Age de retraite — L'âge de retraite est de 65 ans aux fins de la présente convention.

(b) Retraite anticipée — Si un employé le désire, il peut se retirer à 55 ans sans perdre son allocation de retraite, et il a alors droit aux prestations de pension définies dans le régime de pension auquel il est inscrit.

ARTICLE 25

BIEN-ETRE ET REGIMES DE PENSION

25.01 Blue Shield — Crois Bleue — Les régimes actuels d'assurance-maladie et d'assurance hospitalisation doivent demeurer en vigueur pendant la durée de la présente convention. Le mode actuel de partage des primes entre l'Employeur et l'employé doit être maintenu.

25.02 Assurance-vie — Les régimes actuels d'assurance-vie de groupe et d'assurance-invalidité à long terme doivent demeurer en vigueur pendant la durée de la présente convention. Le mode actuel du partage des primes entre l'Employeur et l'employé doit être maintenu.

25.03 Régime de pension — Général et Services — Le régime de pension en vigueur à la date de la signature de la présente convention doit rester en vigueur pendant la durée de la présente convention.

25.04 Maintien des paiements — L'employé peut, s'il le désire, continuer à bénéficier pendant deux mois de la protection prévue aux articles 25.01 et 25.02 en partageant avec l'Employeur le coût des primes qu'il faut verser à ces régimes.

25.05 Comité mixte – Les parties aux présentes conviennent d'établir, au cours de la durée de la présente convention, un comité mixte chargé d'étudier les régimes visés aux articles 25.01 et 25.02 et de proposer un régime uniforme amélioré d'ici la fin de la présente convention,

25.06 Les Employeurs qui acceptant de participer à la présente convention collective doivent faire tous les efforts pour assurer que tous les employés visés par la présente convention collective soient couverts par la Blue Shield-Croix bleue et un régime d'assurance-vie.

ARTICLE 26

CLASSIFICATION ET RECLASSIFICATION DES POSTES:

26.01 Description d'emploi – L'Employeur convient de rédiger une description d'emploi pour chacun des postes et chacune des classifications représentés par le Syndicat dans les soixante (60) jours suivant la signature de la convention. Ces descriptions doivent être remises au Syndicat et doivent constituer les descriptions officielles à moins que le Syndicat ne s'y oppose par écrit dans les trente (30) jours de la réception.

26.02 Suppression des classifications actuelles – Nulle classification d'emploi ne doit être abolie sans le consentement préalable du Syndicat.

26.03 Changements dans une classification d'emploi – Lorsque les tâches ou la quantité de travail dans une classification sont modifiées ou augmentées ou lorsque l'employé ou le Syndicat estime qu'il a été classifié incorrectement ou injustement ou encore lorsqu'un poste non visé à l'appendice " A est créé pendant la durée de la présente convention, le taux de traitement doit faire l'objet de négociations entre l'Employeur et le Syndicat. En cas de désaccord entre les parties au sujet de la reclassification ou du taux de traitement, le litige est soumis à la procédure applicable aux griefs et à l'arbitrage. Le nouveau taux est rétroactif à la date où l'employé a été affecté au poste.

L'Employeur et le Syndicat ont négocié avec succès la parité salariale entre les aides-infirmières et les aides-infirmiers de la façon décrite à l'annexe "F" de la présente convention, et le Syndicat consent à retirer tout grief actuel et de ne plus soumettre de grief au sujet de la parité.

ARTICLE 27
SECURITE ET SANTE

27.01 Les deux parties conviennent que la Loi sur l'hygiène et la sécurité au travail du Nouveau-Brunswick s'applique à la présente convention.

ARTICLE 28
SECURITE D'EMPLOI

28.01 L'Employeur convient que nul employé de l'unité de négociation ne doit être mis à pied ou perdre des heures de travail ou des avantages à cause du recours à la sous-traitance.

ARTICLE 29
ALLOCATION VESTIMENTAIRE

29.01 Allocation vestimentaire:

- la) L'Employeur doit verser aux employés une allocation vestimentaire annuelle de \$130.00 pour l'achat et l'entretien d'uniformes. Cette allocation doit être versée à tous les employés le 1er septembre de chaque année. Les sections locales et Employeurs indiqués à l'annexe "C" s'entendent sur la coupe et la couleur de l'uniforme.
- (b) Cet article s'applique aussi aux employés payés au taux englobant tout sur une base proportionnellement aux heures payées. Tous les employés à temps partiel seront payés un minimum de \$65.00 pour l'allocation vestimentaire.

ARTICLE 30
GENERALITES

30.01 **Locaux convenables** — Il faut aménager aux employés des locaux convenables pour qu'ils puissent prendre leurs repas, se changer et entreposer leurs vêtements.

30.02 **Tableaux d'affichage** — L'Employeur doit fournir des tableaux d'affichage qui doivent être placés dans un endroit à la vue des employés. Le Syndicat doit avoir le droit d'y afficher tout avis de réunion ou autre avis à l'intention des employés.

ARTICLE 31

EXEMPLAIRES DE LA CONVENTION

- 31.01** (a) L'Employeur et le Syndicat sont conjointement responsables de l'impression et de la traduction de la convention.
- (b) La présente convention doit être imprimée en français et en anglais et les deux versions doivent être officielles.

ARTICLE 32

DUREE DE LA CONVENTION

32.01 **Durée de la convention** — La présente convention lie les parties et doit demeurer en vigueur du 1er janvier 1986 au 31 décembre 1989. Elle restera ensuite en vigueur d'année en année à moins que l'une ou l'autre des parties ne donne un avis par écrit, dans les deux mois précédant son expiration ou au cours d'une année suivante, de son désir de négocier une nouvelle convention ou de modifier celle qui existe.

32.02 **Avis de modification** — Lorsqu'une partie à la présente désire proposer des modifications à la présente, elle doit le signifier à l'autre partie par écrit dans les 30 à 60 jours qui précèdent la date d'expiration de la convention. L'autre partie doit, dans les dix (10) jours ouvrables de la réception de l'avis, entamer des négociations à ce sujet. Les négociations doivent se faire de bonne foi et les parties doivent faire tous les efforts raisonnables pour obtenir une convention révisée ou nouvelle.

32.03 **Reconduction** — Les deux parties doivent respecter les modalités de la présente convention pendant la période de négociations. Si les négociations dépassent la date d'anniversaire de la convention, toute modification acceptée mutuellement doit, sauf indication contraire, être rétroactive à cette date-18.

32.04 **Droits de succession** — La présente lie non seulement les parties à la convention mais aussi leurs successeurs ou ayants droit. Si l'Employeur est remplacé par un nouvel Employeur pendant la durée de la présente, il doit voir à ce que celui qui le remplace respecte la convention jusqu'à ce qu'une nouvelle convention puisse être négociée avec le nouvel Employeur.

CLASSIFICATION D'EMPLOIS DANS LES FOYERS DE SOINS TITRES DES POSTES ET ABREVIATIONS

Services aux résidents:

- RA Préposé aux résidents (aide-infirmière/aide-infirmier). Donne des soins directs aux résidents. Aide à donner des soins aux résidents et à s'occuper de leur confort. Obtient une formation en cours d'emploi.
- NA-1 Infirmière auxiliaire 1 non immatriculée.
- NA-2 Infirmière auxiliaire 2 immatriculée.
- ORD-3 Aide-infirmier 3 – Aide-infirmier qui est infirmier auxiliaire immatriculé.
- AD Directeur(trice) des activités.

Services en établissement:

- M-1/L-1 Domestique 1 – Remplit sous surveillance divers travaux quotidiens.
- M-2/L-2 Domestique 2 – Mêmes travaux que M-1/L-1, plus responsabilités de surveillance ou travail spécialisé.
- CO-1 Cuisinier 1 – Cuisinier général. Prépare toutes sortes d'aliments.
- CO-2 Cuisinier 2 – Remplit les fonctions de CO-1, mais avec des responsabilités additionnelles de surveillance.
- UT-1 Homme à tout faire 1 – Fait des travaux manuels quotidiens dans divers départements.
- UT-2 Homme à tout faire 2. Mêmes fonctions que UT-1, plus responsabilités additionnelles de surveillance ou travail spécialisé, ou fonctions de gardien.
- MTC-1 Homme d'entretien 1 – Aide ou homme de service.
- MTC-2 Homme d'entretien 2 – A une formation technique en entretien et remplit des tâches d'entretien.
- EN-2 Ingénieur 2 – Opérateur de chaudière.
- EN-3 Ingénieur 3 – Mécanicien de machines fixes au sens de la loi.
- SM-1 Couturière 1 – Répare le linge.

Services de bureau:

- CT-1 Commis-dactylographe 1 – Remplit les tâches de bureau et de dactylographie qui lui sont confiées. Exige une compétence en dactylographie.
- CT-2 Commis-dactylographe 2 – Remplit les fonctions de CT-1, mais avec responsabilités additionnelles (commis au service de la paie et aux comptes).
- CL-2 Les parties reconnaissent la classe CL-2 pour un poste TAS (titulaire actuel seulement) au York Manor.
- SB-1 Remplit les fonctions de standardiste ou de réceptionniste.

1. Les augmentations de salaires seront ajustées pour refléter les augmentations générales suivantes:
- | | |
|------------------|----|
| 1er janvier 1986 | 2% |
| 1er janvier 1987 | 3% |
| 1er janvier 1988 | 3% |
| 1er janvier 1989 | 5% |
- Remarque: Les augmentations ci-dessus s'appliquent à toutes les classifications sauf dans le cas des préposés aux résidents (aides-infirmières/aides-infirmiers) dont l'échelle de salaire figure à l'annexe "F".
2. Le salaire de tout employé non visé par l'annexe "E" doit faire l'objet de négociations entre les parties.
3. **Taux de traitement:**
 "A" indique le taux initial
 "B" indique le taux applicable après une année de service
 "C" indique le taux applicable après deux années de service
4. Formule du taux horaire:
- $$\text{taux hebdomadaire} = \frac{37,5}{\text{taux horaire}}$$
5. Tout Employeur et toute section locale indiquée à l'annexe "C" peut, moyennant entente mutuelle, rétribuer un employé à temps partiel selon le taux horaire "englobant tout" plutôt que selon l'article 24.03. Voici la formule du taux "englobant tout":
 salaire hebdomadaire $\frac{37,5}{+ 15\% = \text{taux "englobant tout"}}$
6. Les barèmes et taux de traitement négociés sont ceux des annexes "E", "F" et "G", et sont arrondis au plus proche dollar.
7. Le taux englobant tout comprend les jours fériés, les congés annuels et les congés de maladie.
8. Semaine de travail condensée
- A titre expérimental et sans que cela n'engage l'une ou l'autre des parties à modifier de façon permanente les heures de travail actuelles, la section locale et l'Employeur peuvent établir ensemble un calendrier de semaine de travail condensée. Avant d'appliquer de telles semaines de travail condensées, il faut l'approbation préalable de l'Employeur et de la section locale.

ANNEXE "B"

**PREPOSE AUX RESIDENTS
(AIDE-INFIRMIERE/AIDE-INFIRMIER)**

EN VIGUEUR A COMPTER DU 1ER JANVIER 1986

1. Toutes les aides-infirmières 1 deviennent des aides-infirmières 2 — niveau "A" (RAJUSTEMENT).
2. Tous les aides-infirmiers 1 deviennent des aides-infirmiers 2 — niveau " A(RAJUSTEMENT).
- 3 La classification suivante est établie à compter de la date de la signature de la présente convention.

RA- PREPOSE AUX RESIDENTS (AIDE-INFIRMIÈRE/AIDE-INFIRMIER)

ANNEXE "C"

EN FOI DE QUOI, les parties ont signé ce **7ième** jour de mai 1986.

POUR LE SYNDICAT

Syndicat Canadien de la
Fonction Publique
Section Locale **1159**

Syndicat Canadien de la
Fonction Publique
Section Locale **1256**

Syndicat Canadien de la
Fonction Publique
Section Locale **1277**

Syndicat Canadien de la
Fonction Publique
Section Locale **1303**

Syndicat Canadien de la
Fonction Publique
Section Locale **1318**

Syndicat Canadien de la
Fonction Publique
Section Locale **1378**

Syndicat Canadien de la
Fonction Publique
Section Locale **1429**

Syndicat Canadien de la
Fonction Publique
Section Locale **1439**

Syndicat Canadien de la
Fonction Publique
Section Locale **1506**

Syndicat Canadien de la
Fonction Publique
Section Locale **1507**

Syndicat Canadien de la
Fonction Publique
Section Locale **1587**

Syndicat Canadien de la
Fonction Publique
Section Locale **1603**

Syndicat Canadien de la
Fonction Publique
Section Locale **1726**

Syndicat Canadien de la
Fonction Publique
Section Locale **2068**

POI EMPLOYI

Foyer de Citoyens Agés de
Restigouche Inc.
Dalhousie, NB

Mount St-Joseph Nursing
Home, Chatham. NB

Miramichi Senior Citizens
Home Inc., Chatham, NB

Villa Providence Shédiac Inc.
Shédiac, NB

Villa Beausejour Inc
Caraquet, NB

Les Residences Mgr.
Chiasson Inc., Shippagan, NB

Victoria Glen Manor Inc.
Perth, NB

Foyer St-Joseph
Saint Basile, NB

York Manor Inc.
Fredericton. NB

Foyer Notre-Dame de Lourdes
Inc., Bathurst, NB

Carleton Manor Inc.
Woodstock, NB

Rocmaura Inc.
Saint John, NB

The Atlantic Baptist Senior
Citizens' Home Inc. (Kenneth
E. Spencer Memorial Home)
Moncton, NB

Grand Manan Nursing Home
Inc. Grand Manan, NB

Syndicat Canadien de la
Fonction Publique
Section Locale **2116**

Syndicat Canadien de la
Fonction Publique
Section Locale **2170**

Syndicat Canadien de la
Fonction Publique
Section Locale **1763**

Syndicat Canadien de la
Fonction Publique
Section Locale **2079**

Syndicat Canadien de la
Fonction Publique
Section Locale **2109**

Syndicat Canadien de la
Fonction Publique
Section Locale **2354**

Syndicat Canadien de la
Fonction Publique
Section Locale **2373**

Syndicat Canadien de la
Fonction Publique
Section Locale **2418**

Syndicat Canadien de la
Fonction Publique
Section Locale **3013**

Syndicat Canadien de la
Fonction Publique
Section Locale **2397**

Syndicat Canadien de la
Fonction Publique
Section Locale **1507**

Syndicat Canadien de la
Fonction Publique
Section Locale **2464**

Syndicat Canadien de la
Fonction Publique
Section Locale **2872**

Syndicat Canadien de la
Fonction Publique
Section Locale **2809**

Syndicat Canadien de la
Fonction Publique
Section **Locale 3108**

Church of St. John &
St. Stephen Home Inc.
Saint John, NB
Central N.B. Nursing Home
Inc., Boiestown, NB

Passamaquoddy Lodge Inc.
Saint Andrews, NB

Villa du Repos Inc.
Moncton, NB

Les Résidences Lucien
Saindon Inc.
Lamèque, NB

Campbellton Nursing Home
Inc., Campbellton, **NB**

Villa Desjardins Inc.
Edmundston, **NB**

Campobello Lodge Inc
Campobello, NB

Manoir de Grand Saule
Grand Saule, NB

Kiwanis Nursing **Home Inc.**
Sussex, NB

La Villa Sormany Inc
Robertville, NB

Mill Cove Nursing Home Inc.
Young's Cove Road, NB

Foyer Ste Elizabeth Inc.
Baker Brook, **NB**

The Salvation Army Lakeview
Manor, Riverview, NB

Les Residences
Mgr. Melanson Inc
St. Quentin, NB

ANNEXE "D"

L'Employeur Villa Providence de Shediac et la section locale 1303 du SFCP, l'Employeur les Résidences Mgr. Chiasson Inc. de Shipagan et la section locale 1378 du SFCP, et l'Employeur Les Résidences Lucien Saindon de Lamèque et la section locale 2109 du SFCP identifieront la(les) question(s) en litige, laquelle (lesquelles) sera (seront) inscrite(s) dans un protocole de convention.

ANNEXE "E"

1er JANVIER 1986 AU 31 DECEMBRE 1986

Taux régulier

Taux "englobant tout"

Taux hebdomadaire

Taux horaire

Taux horaire

Classification

A

B

C

A

B

C

A

B

C

NA-1

336.80

342.94

349.08

8.98

9.15

9.31

10.33

10.52

10.71

NA-2

360.65**368.82**

377.00

9.62

9.84

10.05

11.06

11.31

11.56

ORD-3

360.65**368.82**

377.00

9.62

9.84

10.05

11.06

11.31

11.56

AD

314.88

321.01

327.13

8.40

8.56

8.72

9.66

9.84

10.03

M1/L1

301.00

307.13

313.23

8.03

8.19

8.35

9.23

9.42

9.61

M2/L2

307.92

314.08

320.19

8.21

8.38**8.54**

9.44

9.63

9.82

CO-1

346.34

352.46

358.61

9.24

9.40

9.56

10.62

10.81

11.00

CO-2

372.86

379.95

388.80**9.94**

10.13

10.37

11.43

11.65

11.92

UT-1

336.80

342.94

349.08

8.98

9.15

9.31

10.33

10.52

10.71

UT-2

341.83

347.98

354.11

9.12

9.28

9.44

10.48

10.67

10.86

MTC-1

336.80

342.94

349.08**8.98**

9.15

9.31

10.33

10.52

10.71

MTC-2

384.60

392.79

400.98

10.26

10.47

10.69

11.79

12.05

12.30

EN-2

384.60

392.79

400.98

10.26

10.47

10.69

11.79

12.05

12.30

EN-3

406.29

414.44

422.64

10.83

11.05

11.27

12.46

12.71

12.96

SM-1

307.92

314.08

320.19

8.21

8.38

8.54

9.44

9.63

9.82

CT-1

323.87

330.01

336.14

8.64

8.80

8.96

9.93

10.12

10.31

CT-2

327.13

333.25

339.42

8.72

8.89

9.05

10.03

10.22

10.41

SB-1

323.87

330.01

336.14

8.64**8.80**

8.96

9.93

10.12

10.31

CL-2

341.83

347.98

354.11

9.12

9.28

9.44

10.48

10.67

10.86

6

ANNEXE "E"

1er JANVIER 1987 AU 31 DECEMBRE 1987

Taux régulier

Taux "englobant tout"

Taux hebdomadaire

Taux horaire

Taux horaire

Classification

A

B

C

A

B

C

A

B

C

NA-1

346.90

353.23

359.55

9.25

9.42

9.59

10.64

10.83

11.03

NA-2

371.47

379.88

388.31

9.91

10.13

10.35

11.39

11.65

11.91

ORD-3

371.47

379.88

388.31

9.91

10.13

10.35

11.39

11.65

11.91

AD

324.33

330.64**336.94**

8.65

8.82**8.99**

9.95

10.14

10.33

M1/L1

310.03

316.34

322.63

8.27

8.44

8.60

9.51

9.70

9.89

M2/L2

317.16

323.50**329.80**

8.46

8.63

8.79

9.73

9.92

10.11

CO-1

356.73**363.08**

369.37

9.51

9.68

9.85

10.94

11.13

11.33

CO-2

384.05

391.35

400.46

10.24

10.44

10.68

11.78

12.00

12.28

UT-1

346.90

353.23

359.55

9.25

9.42

9.59

10.64

10.83

11.03

UT-2

352.08

358.42

364.73

9.39

9.56

9.73

10.80

10.99

11.19

MTC-1

346.90**353.23****359.55**

9.25

9.42

9.59

10.64

10.83

11.03

MTC-2

396.14

404.57

413.01

10.56

10.79

11.01

12.15

12.41

12.67

EN-2

396.14

404.57

413.01

10.56

10.79

11.01

12.15

12.41

12.67

EN-3

418.48

426.87

435.32

11.16

11.38

11.61

12.83

13.09

13.35

SM-1

317.16

323.50

329.80

8.46

8.63

8.79

9.73

9.92

10.11

CT-1

333.59

339.91

346.22**8.90****9.06**

9.23

10.23

10.42

10.62

CT-2

336.94

343.25

349.60

8.99

9.15

9.32

10.33

10.53

10.72

SB-1

333.59

339.91

346.22

8.90

9.06

9.23

10.23

10.42

10.62

CL-2

352.08

358.42

364.73

9.39

9.56

9.73

10.80

10.99

11.19

ANNEXE " E "

1er JANVIER 1988 AU 31 DECEMBRE 1988

Taux régulier

Taux "englobant tout"

Taux hebdomadaire

Taux horaire

Taux horaire

Classification

A

B

C

A

B

C

A

B

C

NA-1

357.31

363.83

370.34

9.53

9.70

9.88

10.96

11.16

11.36

NA-2

382.61

391.28

399.96

10.20

10.43

10.67

11.73

12.00

12.27

ORD-3

382.61

391.28

399.96

10.20

10.43

10.67

11.73

12.00

12.27

AD

334.06

340.56

347.05

8.91

9.08

9.25

10.24

10.44

10.64

M1/L1

319.33

325.83

332.31

8.52

8.69

8.86

9.79

9.99

10.19

M2/L2

326.67

333.21

339.69

8.71

8.89

9.06

10.02

10.22

10.42

CO-1

367.43

373.97

380.45**9.80**

9.97

10.15

11.27

11.47

11.67

CO-2

395.57

403.09

412.47

10.55

10.75

11.00

12.13

12.36

12.65

UT-1

357.31

363.83

370.34

9.53

9.70

9.88

10.96

11.16

11.36

UT-2

362.64

369.17

375.67

9.67

9.84

10.02

11.12

11.32

11.52

MTC-1

357.31

363.83

370.34

9.53

9.70

9.88

10.96

11.16

11.36

MTC-2

408.02

416.71

425.40

10.88

11.11

11.34

12.51

12.78

13.05

EN-2

408.02

416.71

425.40

10.88

11.11

11.34

12.51

12.78

13.05

EN-3

431.03

439.68

448.38

11.49

11.72

11.96

13.22

13.48

13.75

SM-1

326.67

333.21

339.69

8.71

8.89

9.06

10.02

10.22

10.42

CT-1

343.60

350.11

356.61

9.16

9.34

9.51

10.54

10.74

10.94

CT-2

347.05

353.55

360.09

9.25

9.43

9.60

10.64

10.84

11.04

SB-1

347.05

353.55

360.09

9.25

9.43

9.60

10.64

10.84

11.04

CL-2

362.64

369.17

375.67

9.67

9.84

10.02

11.12

11.32

11.52

ANNEXE "E"

1er JANVIER 1989 AU 31 DECEMBRE 1989

Taux régulier

Taux "englobant tout"

Taux hebdomadaire

Taux horaire

Taux horaire

Classification

A

B

C

A

B

C

A

B

C

NA-1

375.18

382.02

388.86

10.00

10.19

10.37

11.51

11.72

11.93

NA-2

401.71

410.84

419.96

10.71

10.96

11.20

12.32

12.60

12.88

ORD-3

401.74

410.84

419.96

10.71

10.96

11.20

12.32

12.60

12.88

AD

350.76

357.59

364.40

9.35

9.54

9.72

10.76

10.97

11.17

M1/L1

335.30

342.12

348.93

8.94

9.12

9.30

10.28

10.49

10.70

M2/L2

343.00

349.87

356.67

9.15

9.33

9.51

10.52

10.73

10.94

CO-1

385.80

392.67

399.47

10.29

10.47

10.65

11.83

12.04

12.25

CO-2

415.35

423.24

433.09

11.08

11.29

11.55

12.74

12.98

13.28

UT-1

375.18

382.02

388.86

10.00

10.19

10.37

11.51

11.72

11.93

UT-2

380.77

387.63

394.45

10.15

10.34

10.52

11.68

11.89

12.10

MTC-1

375.18

382.02

388.86

10.00

10.19

10.37

11.51

11.72

11.93

MTC-2

428.02

437.55

446.67

11.41

11.67

11.91

13.13

13.42

13.70

EN-2

428.02

437.55

446.67

11.41

11.67

11.91

13.13

13.42

13.70

EN-3

452.58

461.66

470.80

12.07

12.31

12.55

13.88

14.16

14.44

SM-1

343.00

349.87

356.67

9.15

9.33

9.51

10.52

10.73

10.94

CT-1

360.78

367.62

374.44

9.62

9.80

9.99

11.06

11.27

11.48

CT-2

364.40

371.23

378.09

9.72

9.90

10.08

11.17

11.38

11.59

SB-1

360.78

367.62

374.44

9.62

9.80

9.99

11.06

11.27

11.48

CL-2

380.77

387.63

394.45

10.15

10.34

10.52

11.68

11.89

12.10

ANNEXE "F"

PREPOSE AUX RESIDENTS (aide-infirmière/aide-infirmier)

	Taux régulier						Taux "englobant tout"		
	Taux hebdomadaire			Taux horaire			Taux horaire		
	A	B	C	A	B	C	A	B	C
Préposé aux résidents (aide-infirmier)									
Janvier 1/88	358.88	364.88	370.88	9.57	9.73	9.89	11.01	11.19	11.37
Janvier 1/87	366.00	372.00	378.38	9.76	9.92	10.09	11.22	11.41	11.60
Paiement global de 10¢ de l'heure — calculé d'après le nombre d'heures payées de l'année précédente									
47 Janvier 1/86	376.88	383.25	389.63	10.05	10.22	10.39	11.56	11.75	11.95
Janvier 1/89	391.50	398.25	405.38	10.44	10.62	10.81	12.01	12.21	12.43
Paiement global de 12¢ de l'heure — calculé d'après le nombre d'heures payées de l'année précédente									
Préposé aux résidents (aide-infirmière)									
Janvier 1/86	326.25	332.25	338.25	8.70	8.86	9.02	10.01	10.19	10.37
Janvier 1/87	345.38	351.38	357.75	9.21	9.37	9.54	10.59	10.78	10.97
Janvier 1/88	365.25	371.25	378.00	9.74	9.90	10.08	11.20	11.39	11.59
Janvier 1/89	387.38	394.13	401.25	10.33	10.51	10.70	11.88	12.09	12.31
Juillet 1/1989	391.50	398.25	405.38	10.44	10.62	10.81	12.01	12.21	12.43

SOURCE	Region		
EFF.	01	01	84
TERM.	31	12	85
No. OF EMPLOYEES	2200		
NOMBRE D'EMPLOYÉS			

PROVINCIAL COLLECTIVE AGREEMENT

between

N.B. ASSOCIATION OF NURSING HOMES INC.

and

NURSING HOME LOCAL UNIONS (C.U.P.E.)

January 1st, 1984 to December 31, 1985

OCT 24 1984

Supr Rec'd.

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ARTICLE 1 - PREAMBLE

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

- (a) To maintain and improve the harmonious relations and settled **conditions** of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint negotiations and **discussions** in all matters pertaining to working conditions, employment, services.
- (c) To encourage efficiency in operation
- (d) To promote the morale, well-being and security of all the employees in the **bargaining** unit of the Union.
- (e) To **consider** the provisions of proper care to the residents as the **paramount** concern of both parties.
- (f) To encourage communications between the N.B. Association of Nursing Homes and the N.B. **Council** of Nursing Home Unions in **natters** of mutual interest.

ARTICLE 2 - MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that the Employer has the right and authority to manage its plant and business and to direct the working forces of the Employer, subject to the terms of this Agreement, ¹⁶⁶⁸ ✓
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ARTICLE 3 - RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit - The employer recognizes the Canadian Union of Public **Employees** and its appropriate local Unions as listed in Schedule "B" of this agreement as the sole and exclusive collective bargaining agent for all its employees covered by this Agreement **save and except** those excluded by the certification order(s) issued by the New Brunswick Industrial Relations Board and hereby consents and agrees to **negotiate** with the Union or any of its authorized **committees** concerning all matters affecting the relationship between the parties to this Agreement, looking forward to a peaceful and amicable settlement of any differences that **may** arise between them.

3.02 Work of the Bargaining Unit - **Persons** whose jobs are not in the **bargaining** unit shall not work on any jobs which are included in the bargaining unit **except** for purpose of instruction, experimenting, or in emergencies when regular employees are not available; and provided **that** the act of performing the aforementioned operations, in itself, **does** not reduce the regular **hours** of work or pay of any employees.

- 3.03 The Activities Directors and Care Staff may be assisted by Volunteers in auxiliary resident care over and above the employees' job descriptions and they will not take away the work of regular employees or of regular part-time employees. These volunteers are not covered by this agreement.
- 3.04 The Employer agrees to pay the cost of the Chairman of an Arbitration Board held to consider a grievance arising under Article 3.03.

ARTICLE 4 - DEFINITIONS

- 4.01 Regular **employee**, for the purpose of this Agreement shall mean a person in the employ of the Employer.
- (a) who has completed 60 working days (450 regular hours worked) from the date of hiring.
- (b) who falls under one of the classifications listed in Schedule "A" of this Agreement.
- 4.02 Probationary Period, for the purpose of this Agreement, are newly hired **employees** on a trial basis to determine their qualifications before being appointed to the permanent staff. On completion of 60 working days (450 regular hours worked) in one anniversary year, such employees shall become regular employees, or regular **part-time** employees. 8/1060
- 4.03 (a) Regular Part-Time Employees for the purpose of this Agreement are those employees who have completed their probationary period. Such employees will be entitled to accumulate sick leave, annual vacation, wages and statutory holidays, prorated in accordance with the actual hours worked by the employee in relation to the regular weekly hours. They will also be entitled to such other benefits as are defined in this Agreement.
- (b) All regularly **scheduled** part-time employees and all other part-time employees are to be placed on a seniority list and called with preference to work available in accordance with their seniority, classification and Department. 1/6605
- 4.04 Hours of Work, for the purpose of this Agreement, shall mean actual hours of work employees are required to be on duty.
- 4.05 (a) Seniority, for the purpose of this Agreement, is defined as the length of service in the employ of the employer and shall be calculated on a bargaining-wide basis, unless otherwise provided for in this Agreement. After completion of the probationary period as defined in 4.02, seniority shall date back to the date of hiring.

(b) Service means actual hours paid directly by the Employer. Year's service is 1950 actual paid hours. Service includes periods of leave without pay to attend Union business.

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- 4.06 Sick leave, for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 4.07 Promotions, for the purpose of this Agreement, is a change from one classification to another classification for which a higher maximum is paid.
- 4.08 Grievance for the purpose of this Agreement, shall be defined as any difference or dispute between the Employer and any employee or between the Employer and the Union.
- 4.09 Plural or Feminine Terms May Apply: Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 5 - NO DISCRIMINATION

- 5.01 Employer shall Not Discriminate - There shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his membership or activity in the Union or the N.B. Council of Nursing Home Unions.

ARTICLE 6 - MAINTENANCE OF MEMBERSHIP

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

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 Check-Off - The Employer shall deduct from every employee regular monthly union dues, in accordance with the Union Constitution and/or By-Laws, and owing by him to the Union, commencing with the month following the date of hiring.
- 7.02 Deductions shall be made from the payroll period at the end of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of names, addresses and classifications of all Employees from whose wages the deductions have been made.
- 7.03 Acquaint New Employees - The Employer agrees to acquaint new employees with the fact that an Agreement is in effect, and with the dealing with the Union Security and Dues Check-Off.

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

ARTICLE 8 CORRESPONDENCE

8.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Administrator and the Secretary of the local unless expressly provided otherwise.

ARTICLE 9 - LABOUR MANAGEMENT CO-OPERATION COMMITTEE

9.01 Establishment of Committee - the parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee in the Nursing Home. It is agreed that such committee shall be composed of an equal number of Management and Union representatives and shall prescribe its terms of reference subject to Article 9.02. Regular meeting to be held monthly. 1/60 "I

9.02 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Collective Agreement,

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

9.04 The Committee may discuss such matters as shift schedules, meal burs, vacation schedules, and other related matters.

ARTICLE 10 - PROVINCIAL BARGAINING COMMITTEE 63/04

10.01 Bargaining Committee - Bargaining Committee shall be appointed and consist of not more than five (5) members acting as agents of the Employers representing all the Employers listed in schedule "B" and not more than five (5) members of the Union, as appointees of the Union representing all the Unions listed in Schedule "B".

10.02 Function of Bargaining Committee - All matters of mutual concern pertaining to Collective bargaining shall be referred to the Bargaining Committee for discussion and settlement. If changes are mutually agreed to by an individual Employer and Union listed in Schedule "B" during the life of this Agreement, a copy of such changes shall be forwarded to the New Brunswick Association of Nursing Homes and a copy to the New Brunswick Council of Nursing Home Unions.

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

ARTICLE 11 - GRIEVANCE PROCEDURE

- 11.01 Election of Stewards- In **order** to provide for the settling of grievances, the employer acknowledges the rights of the Union to appoint or elect **stewards**, whose duties shall be to assist any employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 11.02 Names of Stewards - The Union, **shall** notify the Employer in writing of the names of each steward, no more than *six (6)* and the department(s) he represents before the Employer shall be required to recognize them. **Any** changes in the steward personnel **shall** be given to the Employer **within** twenty-one (21) days from his appointment in writing.
- 11.03 Grievance Committee - The stewards so selected shall constitute the Grievance Committee so long as they remain employees or until the Employer is advised by the Union of any changes. **One** steward shall be appointed by the Union as Chief Steward.
- 11.04 Servicing Grievances - **No** steward shall leave his work without first getting permission from his immediate supervisor or department head. He **must** also report to the supervisor when returning to work. Such permission shall not be unreasonably **withheld**.
- 11.05 Settlement Through Discussion - The parties agree that when an employee has a ~~complaint~~ or grievance, he will be encouraged to **discuss** the matter with his immediate supervisor, accompanied by his **steward**, within ten (10) working days from the time the incident occurred giving rise to the complaint or **alleged** violation of this Agreement and before the first **step** of the grievance procedure is implemented. 30
- 11.06 Settling of Grievances:
- Step 1: Where the matter has not been resolved through discussion as in Article 11.05 above, then within fifteen (15) working days from the time the incident occurred giving rise to the grievance, the **employee**, together with his steward, may present a grievance to the Supervisor in writing. The Supervisor shall render his decision, in writing, **within** ten (10) working days from the receipt of the grievance.
- Step 2: Failing satisfactory settlement, within five (5) working days after receipt of the Supervisor's decision under Step 1, the **grievance** shall be submitted to the Administrator by the Grievance Committee with the employee concerned. The Administrator **shall** render his decision, in writing, **within** ten (10) working days from the receipt of the grievance.
- Step 3: Failing satisfactory settlement under Step 2, the Union may within thirty working days of receiving the Administrator's decision as outlined in Step 2 and on giving five (5) day's notice in writing to the **Employer** of its intention, refer the dispute to arbitration as provided for in Article 12.

- 11.07 Union or Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of **employees** or the Union **has** or initiates a grievance, **Step 1** of Article 11.06 may be by-passed.
- 11.08 Technical Objections to Grievances - No grievance **shall be** defeated **by any formal or technical objection** and an Arbitration Board shall have **the power** to allow all necessary **amendments** to the grievance and **the power** to waive formal **procedural** irregularities in the processing of a grievance, in order to determine the real matter in **dispute** and to render a decision according to equitable principles and the justice of the case.

ARTICLE 12 - ARBITRATION

- 12.01 Composition of Board of Arbitration - 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 arbitrators shall then meet to select an impartial chairman.
- (a) If the **parties** agree, the Board of Arbitration may consist of a single arbitrator.
- 12.02 Failure to Appoint - If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairman within **seven** days of appointment, the appointment shall be made by the Minister of Labour, upon the request of **either** party.
- 12.03 Board Procedure - **The Board** may determine its own procedure, **but** shall give **full** opportunity to all parties to present evidence and make 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.
- 12.04 Decision of the Board - The decision of **the** majority shall be the decision of **the** Board. Where there is no majority, the decision of **the** 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.
- 12.05 Disagreement on Decision - Should the parties **disagree** as to the meaning of the decision, either party **may** apply to the Chairman of **the** Board of Arbitration to reconvene **the** Board to clarify **the** decision, which it shall do within **three** (3) days.
- 12.06 Expenses of the Board - Each party shall pay:
1. the fees and expenses of the arbitrator it appoints.
 2. one-half the fees and expenses of the Chairman or single arbitrator.

- 12.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by consent of the parties to this Agreement.
- 12.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 13 - NO STRIKES OR LOCKOUT

- 13.01 No strikes or Lockouts - There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 14 - DISCIPLINE, SUSPENSION AND DISCHARGE

- 14.01 Warnings - Whenever the Employer or a deputy sees it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his work up to a **required** standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, **this** shall be done outside of the corridors, mainly in a specific office.
- 14.02 Discharge Procedure - An employee may be dismissed but only for just cause and only upon authority of the Employer. A Department Head may suspend an employee, but shall immediately report such action to the Employer. When an employee is suspended or discharged he shall be given the reason in the presence of his steward, such employee and the Union shall be advised promptly in writing by the Employer of the reason for such suspension or discharge.
- 14.03 May Omit Grievance Steps - An employee considered by the Local to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing under Article 11, Grievance Procedure. Step 1 of the Grievance Procedure shall be omitted in such case.
- 14.04 Unjust Suspension and Discharge - Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a Board.
- 14.05 Employee file Upon request and during normal office hours, an employee shall be given an opportunity to read and make a copy of any document in his personal file relating to any disciplinary notation or action taken against him. 9/1
- 14.06 A record of disciplinary action shall be removed from the file of an employee, after the **expiry** of a period of eighteen (18) months, providing no other instance of disciplinary action in respect to the employee has been recorded during that period.
- 14.07 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.

ARTICLE 15 - SENIORITY

- 15.01 The employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by February 1 of each year showing the number of days worked from the date of hiring. From January 1, 1980 seniority will be calculated on an hours worked basis. Seniority prior to January 1, 1980 will remain the same.
- 15.02 Loss of Seniority - An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-offs, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:
- (1) He is discharged for just cause and is not reinstated.
 - (2) He resigns.
 - (3) He is absent from work in excess of five (5) days (working) without notifying the Employer, unless such notice was not reasonably possible.
 - (4) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - (5) He is laid off for a period longer than one year. 29/12
- 15.03 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but, will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in the layoff or bumping of an employee holding greater seniority.
- 15.04 Probationary Employees - Newly hired employees shall be considered on probationary basis for a period of sixty (60) working days (450) regular hours worked) from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employee may be terminated at any time during the probationary period without recourse to the Grievance Procedure, unless the Union claims discrimination, as noted in Article 5, as the basis of termination. After completion of the probationary period, seniority shall be effective from the date of employment.
- 15.05 Retention of Seniority Rights - Should the Employer merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

ARTICLE 16 - VACANCIES, PROMOTIONS, AND STAFF CHANGES

- 16.01 All vacancies occurring or new positions created in the bargaining unit, the Employer shall immediately notify the Union in **writing and** post notice on all bulletin boards for a minimum of one week, so that all members will know about the vacancy of new position. Within fourteen calendar days of the close of competition, the name of the successful applicant shall be posted. 21/F
- 16.02 Information on Postings - Such notice shall contain the following information: Nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range. These qualifications may not be established in an arbitrary or discriminatory manner.
- 16.03 Method of Making Appointments - Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements as posted. 27/AB
- 16.04 Trial Period - The successful applicant shall be placed on trial for a period of thirty (30) working days (225.6 regular hours worked). Conditional on satisfactory service, such trial promotion shall become permanent after the period of thirty (30) working days (225.6 regular hours worked). In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position without loss of seniority and former wages or salary.
- 16.05 Union Notification - The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all employees covered by this agreement, monthly.
- 16.06 When an employee who has become incapacitated, by a handicap, an illness, advancing years or a temporary disability, is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity or age. The Employer shall not displace any other employee, except a probationary employee, from his position, in order to effect this relocation. 11, 12/v

ARTICLE 17 - LAYOFFS AND RECALLS

- 17.01 Layoff and Rehiring Procedure - Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their seniority. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work. 27/CP
- 17.02 No New Employees - No new employees will be hired until those laid off have been given an opportunity of re-employment.

17.03 Notice of Layoff - The Employer shall notify employees who are to be laid off fourteen (14) days before the layoff is to be effective. If the employee laid off has not had the opportunity to work his usual number of days after notice of layoff, he shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns his position, he shall give the Employer fourteen(14) days notice of such resignation in writing. 28/010

17.04 Grievance on Layoffs - Grievances concerning layoffs due to a reduction in the working force shall be initiated at Step 3 of the Grievance Procedure,

17.05 Letter of Reference - Employees shall be given a letter of reference on termination of employment, if requested.

ARTICLE 18 - HOURS OF WORK

18.01 (a) Regular Hours of work: the regular daily hours of work shall be seven and one half (7 1/2) hours in any one day exclusive of the lunch period. The regular hours of work shall be thirty-seven and one half (37 1/2) hours per week averaged over a four (4) week period, 40 1/2

(b) No employee shall be required to work in excess of seven consecutive days. 34/3730

18.02 Lunch Period - Designated lunch period shall not be less than thirty (30) minutes for each work shift, Any employee presently receiving one hour lunch period shall continue to do so without increasing their hours of work. 40

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

18.04 Hours of Work Schedule -

(a) A work schedule for full time employees stating the days and shift of employees' normal hours of work and his scheduled days off shall be posted two weeks in advance on a designated bulletin board.

(b) The Employer shall not alter a posted schedule without prior consultation with affected employees.

18.05 Rotation and Days Off - The present practice of scheduled employees' hours of work, rotation, days off, shall continue during the term of this Agreement. If differences arise between the parties concerned on the present practice, or if some alternative scheduling can improve working conditions, the Union and Employer concerned shall meet and negotiate a mutual change. This shall not apply to employees hired, promoted or demoted after the date of signing of this Agreement.

18.06 Time Of Between Shifts - Except by mutual agreement between the Employer and the employee, time off between shifts shall not be less than sixteen (16) hours.

ARTICLE 19 - OVERTIME

19.01 Overtime Defined -

- (a) All work performed while on vacation or on days off shall constitute overtime
- (b) All work performed in excess of the regular hours of work as defined in Article 18.01 shall constitute overtime.
- (c) All work performed within sixteen hours of a previously worked shift, except as provided for in Article 18.06 shall constitute overtime.

19.02 Overtime Rates - Overtime rates shall apply for work as follows:

- (a) Time and one-half the regular rate, or $\frac{501}{4}$ 2
- (b) Straight time off in lieu, within thirty (30) days at the employee's discretion. 41

19.03 No Layoff to Compensate for Overtime - Employees shall not be required to lay off during regular hours to equalize any overtime worked.

19.04 Overtime for Part-Time Employees

- (a) Part-Time employees working less than seven and one-half (7 1/2) hours per day, and who are required to work longer than the regular working day, shall be paid at the rate of straight time for the hours worked, up to and including seven and one-half (7 1/2) hours in the working day. Regular overtime rates shall apply after (7 1/2) hours in the working day.
- (5) Part-time employees working more than 37 1/2 hours per week averaged over a four week period shall be paid overtime.
- (c) No part-time employee shall be required to work in excess of seven consecutive days.

19.05 Sharing of Overtime - Overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

19.06 Minimum Call-Back Time - An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates. 48/0 703/5

19.07 Authorization of Overtime - Overtime shall be authorized by the Employer in advance and in writing if possible.

ARTICLE 20 - HOLIDAYS

20.01 List of Holidays - The Employer recognizes the following as paid holidays:

- New Year's Day
- Good Friday
- Easter Monday
- Queen's Birthday
- Dominion Day
- New Brunswick Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

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

20.02 Holiday Pay -

(a) If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid time and one half (1 1/2) the regular rate for all hours worked plus an alternate day off with pay, as provided in Article 20.01. For the purpose of part-time employees on the all inclusive, they shall be paid the all inclusive rate for the seven and one half (7 1/2) hours shift and then three and three quarters (3 3/4) hours at the regular rate of salary and are not entitled to an alternate day off.

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(b) The alternate day off shall be given within thirty days of the actual holidays listed under 20.01 and that day shall be the employee's holiday. Whenever possible such day shall be given immediately preceding or following his regular day off. If the alternate day off is not given within thirty days, payment shall be made at the overtime rate.

20.03 Holidays on Day Off - When any of the above noted holidays fall on an employee's day off, the employee shall receive another dayoff with pay at a time mutually agreed upon between the employee and the Employer.

20.04 Qualifying for Holiday Pay - To be eligible for holiday pay, an employee must have worked on the scheduled work day prior to his scheduled holiday and scheduled work day after the holiday, unless such absence is approved.

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ARTICLE 21 - VACATIONS

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

2/4/12 (a) Less than one year, shall be entitled to vacation with pay at his regular rate calculated on the basis of one and one-quarter days per month of continuous service completed to the final day of the vacation year;

3/1 (b) one year but less than five years, shall be entitled to a vacation of three weeks with pay at his regular rate;

4/5 (c) five years but less than twenty years, shall be entitled to vacation of four weeks with pay at his regular rate;

5/20 (d) twenty years or more, shall be entitled to vacation of five weeks with pay at his regular rate.

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

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

21.04 Vacation Schedules - The Employer shall post no later than March 1st, each year a list on which employees will indicate their choice of vacation, Employees shall have until April 1st to indicate their choice of vacation. Approved vacation lists shall not be posted later than May 1st and shall not be changed unless mutually agreed. Vacations shall be granted first on a basis of seniority by classification in each Department.

21.05 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the employee's vacation period. Employees will receive my regular pay that would fall due during their vacation period, dated to cash on receipt of sane, providing management is given fifteen days notice.

21.06 Vacation Year - The vacation year shall be from July 1 to June 30th. Vacation shall not be carried over to the next year unless approved by the Employer.

21.07 An employee hospitalized or sick at home for five (5) consecutive days or more during his vacation period will qualify for use of sick leave credits upon presentation of a Doctor's Certificate, providing management is notified during the illness. The portion of his vacation while the employee was hospitalized or sick shall be rescheduled later.

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ARTICLE 22 - SICK LEAVE PROVISIONS

22.01 Amount of Sick Leave - Each employee in the bargaining unit shall accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month for each calendar month of service up to a maximum of two hundred and forty (240) days. 73/18240

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22.02 An employee commencing employment before the sixteenth (16th) of the month shall be eligible to accumulate sick leave credits for that month. 708/999

22.03 Deduction from Sick Leave - A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour (exclusive of Holidays) that the employee is absent on sick leave as defined in Article 22.01. Seven and one-half (7 1/2) hours constitutes a working day.

22.04 Investigation of Sick Leave - ~~The Employer reserves the right to investigate~~ any reported illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three consecutive working days, the employee may be required to submit proof of illness from a medical practitioner. Proof of illness, if required, shall be asked for during the illness.

22.05 Report of Illness - In any case of absence due to sickness, or accident, the matter must be reported as soon as possible to the Supervisor and Department Head.

22.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work for a period exceeding one half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall maintain any sick leave credits, if any, existing at the time of such leave or layoff, upon his return to work.

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

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

- 22.09 (a) Sick Leave shall be granted for Medical or Dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.
- (b) Whenever the Employer requests a medical certificate, x-ray and test, except to support a claim for sick leave, such cost of certificate, x-ray and test will be the responsibility of the Employer.

ARTICLE 23 - LEAVE OF ABSENCE

23.01 Union Business -

(a) Leave of absence without pay shall be granted upon request by the Employer to employees elected or appointed to represent the Union business. However, not more than two (2) employees from the same department shall be entitled to leave of absence at the same time for this purpose, nor more than a maximum of four (4) employees. 63/k3

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(b) Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.

(c) Union members selected by the Unions as appointees of the Union on the Bargaining Committee as outlined in Article 10.01 shall be given leave of absence with pay not to exceed an aggregated forty-five (45) working days during the life of this agreement. Additional leave shall be granted to the Bargaining Committee without pay. 63/02

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(d) The Nursing Home shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 23.01 (a). The Union shall then reimburse the Nursing Home. Application for such leave shall be made two weeks in advance whenever possible.

23.02 Bereavement Leave - An employee shall be entitled to bereavement leave of three (3) consecutive working days or four (4) consecutive calendar days, without loss of salary in the event of the death of an employee's wife, husband, common law spouse, brother, sister, son, daughter, father, mother, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law or other members in the household to attend the funeral or attend to funeral arrangements. Where burial occurs outside the province, such leave shall include reasonable travelling time. 63/41

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23.03 Maternity Leave - Maternity leave shall be granted without pay and without loss of seniority for pregnancy an employee as follows: 56/•

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(a) Not later than the twentieth week of her pregnancy, a pregnant employee will inform the Employer of the anticipated delivery date.

23.03 (b) At the employee's request, maternity leave shall commence twelve weeks before the anticipated delivery date.

(c) Where an employee submits a medical certificate to the Employer stating that her health so requires, maternity leave shall commence earlier than twelve weeks before the anticipated delivery date. 0.58 1/99

(d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where in his opinion, the interest of the Institution so requires.

(e) Maternity leave shall terminate not less than six weeks following delivery. Upon production of a medical certificate that she cannot commence her duties, leave shall be extended to a maximum of three months following delivery. An employee returning to work from maternity leave shall be reinstated to her previously held position. CCA/014 1403/4

(f) Employees entitled to maternity leave shall be permitted to use ten (10) working days of their accumulated sick leave credits while on maternity leave. 402/4

23.04 Jury Duty - The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror. The Employer shall pay such an employee the difference between his normal earnings and the payment he receives for jury service, excluding payment for travelling, meals or other expenses, The employee will present proof of service and the amount of pay received. 63/01 1106/2

23.05 Education Leave - Leave of absence with pay and without loss of seniority shall be granted to allow employees time to write examinations to improve qualifications in the service. 1107/9

23.06 General Leave - The Employer shall grant leave of absence without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. 63/113

23.07 **Inclement Weather** - Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit. *no benefit*

ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES

24.01 **Pay Days** -

(a) The Employer shall pay salaries ^{SOA} bi-weekly, every other Thursday, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each pay day each employee shall be provided with an itemized statement of his wages and deductions.

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

(c) The Nursing Home agrees to make available the pay cheques of employees assigned to night shift as they come off duty.

(d) On a non pay day, cheques are to be made available during normal office hours.

(e) If pay day falls on an employees' day off, cheques shall be made available to the employees on their last work day prior to pay day, when possible.

24.02 **Equal Pay for Equal Work** - The principle of equal pay for equal work shall apply, regardless of sex.

24.03 **Part-Time Employees** - Regular Part-Time employees shall receive the wages rates, conditions of employment, and benefits specified in this agreement on a pro-rata basis according to their hours of work.

24.04 **Pay during temporary transfers** - When an employee is assigned for one (1) shift or more, the major portion of the duties of a higher classification within the bargaining unit, he shall be paid at the same step of the salary scale of the higher classification as he was paid at in his previous position. An employee temporarily assigned to a lower paying position shall not have his rate reduced. ✓

24.05 **On Call Pay** - When an employee is advised that he is "on call", that is immediately available by direct telephone contact, he shall be paid \$5.00 per eight hours required to be "on call". All hours actually worked shall be paid at overtime rate with a minimum payment of three (3) hours as per article 19.06. ✓

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24.06 (a) Meals - The price of meals which are provided to employees will be based on the cost of raw food, supplies and cafeteria wages.

(b) If hairnets are a requirement by management, they are to provide them.

24.07 Taxi allowance - When an employee (other than a part-time employee) is called into work when not scheduled between 11:30 p.m. and 7:00 a.m., transportation or taxi service to and from the home of the employee shall be provided by the Employer to a maximum of \$5.00 per trip.

24.08 Educational Allowance

(a) The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to better qualify himself to perform his job. 25/61

(b) The Employer will deduct 1¢ per hour off all employees in the bargaining unit for the purpose of education. The money will be submitted to the Co-ordinator, N.B. Council of Nursing Home Unions, 618 Queen Street, Fredericton, N.B. E3B 1C2. The money will be submitted yearly based on the hours worked in the posted seniority list in January of each year.

24.09 Supplementation of Compensation Award - An employee prevented from performing his regular work with the Employer on account of an occupational accident that is recognized by the Worker's Compensation Board as compensable within the meaning of the Compensation Act, shall receive from the Employer the difference between the amount payable by the Worker's Compensation Board and his regular salary for a maximum of one year. An employee shall accumulate seniority and all benefits under this Agreement during the period of total temporary disability. 76/3

24.10 Shortage in pay - Any shortage in pay shall be issued by the Employer within three days of notification of the shortage if requested by the employee.

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24.11 Retirement Allowance - When an employee having continuous service of five years or more retires due to disability, death or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five day's pay for each full year of continuous service but not exceeding one hundred and twenty-five days pay at the employee's regular rate of pay.

24.12 (a) Retirement Age - The retirement age for the purpose of this Agreement is 65. 80/1 ; 77/1

(b) Early retirement - If an employee chooses he may retire at 60 without loss of retirement benefits and shall receive pension benefits as defined in the pension plan in which he is enrolled. 85/1-9

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ARTICLE 25 - WELFARE AND PENSION PLANS

- 25.01 Blue Shield - Blue Cross - *The present Medical and Hospital Coverage plans shall continue in effect during the term of this agreement, with the present Employer - Employee sharing of the cost of premiums to continue.* 70K/999 16/6
- 25.02 ^{7000/1999} Life Insurance - The present Group Life Insurance and Long Term Disability Plans shall continue in effect during the term of this agreement, with the present Employer - Employee sharing of the cost of premiums to continue. 170
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- 25.03 Pension Plan - General and Service - The Pension Plan in effect on the date of signing of this Agreement shall continue to be in effect during the life of this Agreement. 1716
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- 25.04 Continuation of Payment - An employee shall have the option of continuing his coverage in 25.01 and 25.02 on the cost sharing between the Employer and Employee as provided for in these plans for a period of two months.
- 25.05 ^{HW} Joint Committee - During the term of this agreement the parties agree to establish a joint committee to study these plans under Articles 25.01 and 25.02 and to recommend a uniform and improved plan prior to the termination of this Agreement.
- 25.06 All Employers covered by this collective agreement on signing shall make every effort to have Slue-Shield - Blue Cross and Life Insurance to cover all employees covered by this agreement.

ARTICLE 26 - JOB CLASSIFICATION AND RECLASSIFICATION

- 26.01 Job Descriptions - The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent within sixty (60) days of the signing of the Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection Within thirty (30) days. 16/3
- 26.02 No Elimination of Present Classification - No classification shall be eliminated without prior agreement with the Union.
- 26.03 Changes in Classification - When the duties or volume of work in any classification are changed or increased, or where the Union and/or an employee feels he is unfairly or incorrectly classified, or when a position not covered in Schedule "A" is established during the term of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on the reclassification and/or rate of pay of the job in question, such dispute shall be submitted to grievance and arbitration. The new rate shall become retroactive to the time the position was first filled by an employee.

ARTICLE 27 - SAFETY AND HEALTH

27.01 Both parties agree that the NB Occupational Health and Safety Act shall apply to this Agreement.

ARTICLE 28 - JOB SECURITY

28.01 The Employer agrees that no employees of the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work. (*is: contract, not permitted,*)

ARTICLE 29 - CLOTHING ALLOWANCE

29.01 Clothing Allowance -

- a) The Employer shall pay all employees an annual clothing allowance of \$130.00 for the purchase and maintenance of Uniforms. Such allowance to be paid to all employees on September 1st of each year. Type and colour of clothing shall be determined by each Union and Employer listed in Schedule "B" by mutual agreement of the parties. *1/2*
- b) This article also applies to the all-inclusive paid employees on a pro-rata basis. All part-time employees will be paid a minimum clothing allowance of \$65.00.

ARTICLE 30 - GENERAL CONDITIONS

- 30.01 Proper Accommodation - Proper accomodation shall be provided for employees to have their meals and keep and change their clothes.
- 30.02 Bulletin Boards - The Employer shall provide bulletin bards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and other notices as may be of interest to the employees.

ARTICLE 31 - PRESENT CONDITIONS TO CONTINUE

31.01 Present Conditions to Continue -

- a) All rights, benefits, and privileges and working conditions now enjoyed, received, or possessed by employees shall continue to be enjoyed and possessed but may be modified by mutual agreement between the Employer and the Union; insofar that they are consistent With this Agreement.

- 31.01 (b) It is agreed that during the life of this agreement the Union and the Employer shall endeavour to identify these rights, benefits and privileges etc., referred to in 31.01 (a) and have them listed in the next agreement either in the body of the agreement or in specific appendixes, at which time 31.01 shall be dropped.

ARTICLE 32 - COPIES OF AGREEMENT

- 32.01 (a) The printing and translation of the Agreement shall be the joint responsibility of the Union and the Employer.
- (b) This Agreement shall be printed in both English and French, and shall be official in both languages.

ARTICLE 33 - TERM OF AGREEMENT

- 33.01 Term of Agreement - This Agreement shall be binding and remain in effect from January 1, 1984 to December 31st, 1985 and thereafter shall continue in force from year to year unless either party gives to the other party notice in writing two months prior to termination of this agreement or any succeeding year of either party's desire to negotiate a new agreement or amend the existing agreement.
- 33.02 Notice of Changes - Either party desiring to propose changes or amendments to this agreement shall, between the period of 30 and 60 days prior to the termination date, give notice in writing to the other party of their desire to bargain. Within ten (10) working days of receipt of such notice by one party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.
- 33.03 Agreement to Continue in Force - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.
- 33.04 Successor's Rights - This agreement shall be binding not only upon the parties hereto, but also upon their successors or assigns. In the event that the Employer changes during the life of this Agreement, the present Employer agrees to make such necessary arrangements with the new Employer that will guarantee the continuation of the terms of this Agreement until a new Agreement with the new Employer can be negotiated.

APPENDIX A

JOB CLASSIFICATION FOR NURSING HOMES
POSITIONS TITLES AND ABBREVIATIONS

Resident Services

- A - 1 Aide 1 - Assists in care and ~~com~~^{for} ~~at~~^{5/A} of resident. Has on-the-job training.
- A - 2 Aide 2 - Those with formal course and those With equivalent experience as provided for in this schedule.
- NA - 1 Non-registered Nursing Assistant.
- NA - 2 Registered Nursing Assistant.
- ORD - 1 Orderly 1 - Orderly performing direct patient care. Has on-the-job training.
- ORD - 2 Orderly 2 - Those who have formal course or equivalent experience as provided for in this schedule.
- ORD - 3 Orderly 3 - Orderly who is a Registered Nursing Assistant.
- AD Activity Director

Institutional Services:

- M - 1 Maid 1 - Performs a variety of routine duties under supervision.
- M - 2 Maid 2 - Same as M-1 with additional supervisory and/or specialized responsibilities.
- CO - 1 Cook 1 - General Cook - cooks all types of food.
- CO - 2 Cook 2 - Performs duties of CO-1 - in addition has supervisory responsibilities.
- UT - 1 Utility Man 1 - Performs routine manual duties in various departments.
- UT - 2 Utility Man 2 - Same as UT-1 with additional and/or specialized duties or performs regular watchman duties.
- MIC - 1 Maintenance Man 1 - Helper or Utility Man
- MIC - 2 Maintenance Man 2 - Performs maintenance duties and has formal course in maintenance
- EN - 2 Engineer 2 Boiler operator
- EN - 3 Engineer 3 - Qualified Stationary Engineer provided for under the Act.
- SM - 1 Seamstress 1 - Maintains all linen in good state of repair.

CLERICAL SERVICES :

- CT - 1 Clerk Typist 1 - performs assigned clerical and typing duties requiring **proficiency** in typing.
- CT - 2 Clerk Typist 2 - **performs** the duties of a CT-1 with **added** responsibilities (**payroll** clerk, accounts).
- a - 2 The **parties** recognize **the** existence of classification CL-2 for one PIO position at York Manor.
- SB - 1 **Switchboard** Operator or Receptionist - performs duties of switchboard **operator** and/or receptionist.

SCHEDULE "A"

1. The pay increase will be adjusted to reflect the following across the board raises:

January 1, 1985 - 5%

2. Any employee who cannot be placed in Schedule "A" rates shall be subject of negotiations between the parties.
3. Wage rates -

"A" indicates starting rate of pay

"B" indicates rate of pay after one year's service

"C" indicates rate of pay after two year's service

4. The hourly rate is:

$\frac{\text{weekly rate}}{37.5}$: hourly rate

5. An individual Employer and Local Union as listed in Schedule "B" may be mutual agreement pay part-time employees by using an all inclusive hourly rate instead of Article 24.03. Formula for all inclusive hourly rate:

$\frac{\text{weekly salary} + 15\%}{37.5}$: all inclusive rate

6. The negotiated wage scales and rates are the weekly rates in Schedule "A" and will be adjusted to the nearest dollar.
7. An employee with two years experience as Aide 1 shall automatically be promoted to Aide 2, Step A and an employee with two years experience as Orderly 1 shall be promoted to Orderly 2, Step A. Therefore, an employee with four (4) years experience as an Aide or as Orderly shall be paid the maximum rate for Aide 2 or Orderly 2 as the case may be.
8. The all inclusive rate covers Holidays, Vacation and Sick Leave.
9. Compressed Work Week

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

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Wage Schedule "A" January 1st, 1984 to December 31st, 1984

Classification	Regular Rate						All Inclusive rate		
	Weekly Rate			Hourly Rate			Hourly Rate		
	A	B	C	A	B	C	A	B	C
A-1	281.05	286.78	292.49	7.4947	7.6474	7.7997	8.6189	8.7945	8.9697
A-2	294.01	299.74	305.45	7.8402	7.9931	8.1454	9.0162	9.1921	9.3672
NA-1	314.48	320.21	325.95	8.3862	8.5390	8.6918	9.6441	9.8199	9.9956
	336.75	344.38	352.01	8.9800	9.1836	9.3869	10.3270	10.5611	10.7949
ORD -1	314.48	320.21	325.95	8.3862	8.5390	8.6918	9.6441	9.8199	9.9956
ORD -2	335.18	340.91	346.65	8.9381	9.0910	9.2439	10.2788	10.4547	10.6305
ORD -3	336.75	344.38	352.01	8.9800	9.1836	9.3869	10.3270	10.5611	10.7949
AD	294.01	299.74	305.45	7.8402	7.9931	8.1454	9.0162	9.1921	9.3672
M-1	281.05	286.78	292.49	7.4947	7.6474	7.7997	8.6189	8.7945	8.9697
M-2	287.51	293.26	298.97	7.6670	7.8202	7.9726	8.8171	8.9932	9.1685
	323.39	329.10	334.84	8.6235	8.7761	8.9289	9.9170	10.0925	10.2682
CO-2	348.15	354.77	363.03	9.2840	9.4605	9.6808	10.6766	10.8796	11.1329
UT-I	314.48	320.21	325.95	8.3862	8.5390	8.6918	9.6441	9.8199	9.9956
UT-2	319.18	324.92	330.64	8.5116	8.6645	8.8170	9.7883	9.9642	10.1396
ITC-	314.48	320.21	325.95	8.3862	8.5390	8.6918	9.6441	9.8199	9.9956
MIC-2	359.11	366.76	374.40	9.5764	9.7803	9.9840	11.0129	11.2473	11.4816
EN-2	359.11	366.76	374.40	9.5764	9.7803	9.9840	11.0129	11.2473	11.4816
EN-3	379.36	386.97	394.62	10.1162	10.3193	10.5232	11.6336	11.8675	12.1017
SM-1	287.51	293.26	298.97	7.6670	7.8202	7.9726	8.8171	8.9932	9.1685
CT-1	302.40	308.14	313.86	8.0641	8.2170	8.3694	9.2737	9.4496	9.6248
CT-2	305.45	311.17	316.92	8.1454	8.2979	8.4510	9.3672	9.5426	9.7187
SB-1	302.40	308.14	313.86	8.0641	8.2170	8.3694	9.2737	9.4496	9.6248
CL-2	319.18	324.92	330.64	8.5116	8.6645	8.8170	9.7803	9.9642	10.1396

January 1st, 1985 to December 31st, 1985

Classification	Regular Rate			All Inclusive Rate					
	Weekly Rate			Hourly Rate			Hourly Rate		
	A	B	C	A	B	C	A	B	C
A-1	295.10 B+h	301.11	307.09	7.86	8.02	8.18	9.03	9.22	9.40
A-2	308.71	314.72	320.72	8.23	8.39	8.55	9.46	9.64	9.83
NA-1	330.20	336.22	342.24	8.80	8.96	9.12	10.12	10.30	10.48
NA-2	353.58	361.59	369.61	9.42	9.64	9.85	10.83	11.08	11.32
ORD-1	330.20	336.22	342.24	8.80	8.96	9.12	10.12	10.30	10.48
ORD-2	351.93	357.95	363.98	9.38	9.54	9.70	10.78	10.97	11.15
ORD-3	353.58	361.59	369.61	9.42	9.64	9.85	10.83	11.08	11.32
AD	308.71	314.72	320.72	8.23	8.39	8.55	9.46	9.64	9.83
M1/L1	295.10	301.11	307.09	7.86	8.02	8.18	9.03	9.22	9.40
M2/L2	301.88 M	307.92	313.91	8.05	8.21	8.37	9.25	9.44	9.62
CO-1	339.55	345.55	351.58	9.05	9.21	9.37	10.40	10.59	10.77
CO-2	365.55	372.50	381.18	9.74	9.93	10.16	11.20	11.41	11.68
UT-1	330.20	336.22	342.24	8.80	8.96	9.12	10.12	10.30	10.48
UT-2	335.13	341.16	347.17	8.93	9.09	9.25	10.26	10.45	10.63
MIC-1	330.20	336.22	342.24	8.80	8.96	9.12	10.12	10.30	10.48
MIC-2	377.06	385.09	393.12	10.05	10.26	10.48	11.55	11.79	12.05
EN-2	377.06	385.09	393.12	10.05	10.26	10.48	11.55	11.79	12.05
EN-3	398.32	406.31	414.35	10.62	10.83	11.04	12.21	12.45	12.69
SM-1	301.88	307.92	313.91	8.05	8.21	8.37	9.25	9.44	9.62
CT-1	317.52	323.54	329.55	8.46	8.62	8.78	9.72	9.91	10.09
CT-2	320.72	326.72	332.76	8.55	8.71	8.87	9.83	10.01	10.20
SB-1	317.52 H	323.54	329.55	8.46	8.62	8.78	9.72	9.91	10.09
CL-2	335.13	341.16	347.17	8.93	9.09	9.25	10.26	10.45	10.63

SCHEDULE "B"

Whereas the parties have signed on this 17th day of August, 1984.

ON BEHALF OF THE UNION:

Canadian Union of Public Employees,
Local 1159

Canadian Union of Public Employees,
Local 1256

Canadian Union of Public Employees,
Local 1277

Canadian Union of Public Employees,
Local 1303

Canadian Union of Public Employees,
Local 1318

Canadian Union of Public Employees,
Local 1378

Canadian Union of Public Employees,
Local 1429

Canadian Union of Public Employees,
Local 1439

Canadian Union of Public Employees,
Local 1506

Canadian Union of Public Employees,
Local 1507

Canadian Union of Public Employees,
Local 1587

Canadian Union of public Employees,
Local 1603

Canadian Union of Public Employees,
Local 1726

Canadian Union of Public Employees,
Local 2068

Canadian Union of Public Employees,
Local 2116

Canadian Union of Public Employees,
Local 2170

ON BEHALF OF THE EMPLOYER:

Restigouche Senior Citizens Home,
Dalhousie, N.B.

Mount St. Joseph Nursing Home
Chatham, N.B.

Miramichi Senior Citizens Home
Chatham, N.B.

Villa Providence Shédiac Inc.
Shediac, N.B.

Les Amis du Foyer Inc.
Caraquet, N.B.

Les Residences Mgr. Chiasson Inc.
Shippagan, N.B.

Victoria Glen Manor Inc.
Perth, N.B.

Foyer St. Joseph
St. Basile, N.B.

York Manor Inc.
Nashwaaksis, N.B.

Foyer Notre Dame de Lourdes
Bathurst, N.B.

Carleton Manor Inc.
Woodstock, N.B.

Rocmaura Inc.
Saint John, N.B.

The Atlantic Baptist Senior Citizens'
~~Home~~ Inc. (Kenneth E. Spencer Memorial)
Moncton, N.B.

Grand Manan Nursing Home
Grand Manan, N.B.

Church of St. John & St. Stephen Home Inc.
Saint John, N.B.

Central N.B. Nursing Home Inc.
Boiestown, N.B.

SCHEDULE "E" (cont'd)

Canadian **Union** of Public **Employees**,
Local 1763

Canadian **Union** of Public **Employees**,
Local 2079

Canadian **Union** of public **Employees**,
Local 2109

Canadian **Union** of Public **Employees**,
Local 2354

Canadian **Union** of Public **Employees**,
Local 2373

Canadian **Union** of Public **Employees**,
Local 2418

Canadian **Union** of Public **Employees**,
Local 3013

Canadian **Union** of Public **Employees**,
Local 2397

Canadian **Union** of Public **Employees**,
Local 1507

Canadian **Union** of Public **Employees**
Local 2464

Passamaquoddy Lodge Inc.
St. *Andrews*, N.B.

Villa du Reys, Inc.
Moncton, N.B.

Les Residences Lucien Saindon Inc.
Lameque, N.B.

Campbellton Nursing Home
Campbellton, N.B.

Villa des Jardins Inc.
Edmundston, n.B.

Campobello Lodge Inc.
Campobello, N.B.

Grand Falls **Manor** Inc.
Grand **Falls**, N.B.

Kiwanis Nurisng Home Inc.
Sussex, N.B.

Villa Sormany Inc.
Robertville, N.B.

Mill cove Nursing Home Inc.
Young's Cove Road, N.B.