

COLLECTIVE AGREEMENT

BETWEEN:

FREDERICTON COMMUNITY SERVICES INC. (the "Employer")

AND

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5296 (the "Union")

INDEX

	PAGE #
Article 1: Purpose of Agreement/Preamble	3
Article 2: Definitions	3
Article 3: Recognition of Union	3
Article 4: Management Rights	3
Article 5: Check Off and Union Dues	4
Article 6: Union Membership	4
Article 7: Union Representatives	5
Article 8: Bargaining Committee	5
Article 9: No Discrimination	5
Article 10: Grievance and Arbitration	5
Article 11: Seniority	6
Article 12: Lay-offs and Recalls	7
Article 13: Vacancies, Promotions, Transfers	7
Article 14: Discipline, Suspension and Discharge	8
Article 15: Overtime	8
Article 16: Breaks	9
Article 17: Holidays and Vacations	9
Article 18: Leaves	9
Article 19: Job Security	9
Article 20: Job Descriptions	10
Article 21: Correspondence	10
Article 22: Copies of Agreement	10
Article 23: Safety and Health	10
Article 24: General Conditions	10
Article 25: No Strikes or Lockouts	10
Article 26: Term, Duration and Wages	10

ARTICLE 1: PURPOSE OF AGREEMENT/PREAMBLE

- 1.01 It is the intent of the parties and the purpose of this Agreement to establish certain terms and conditions of employment and to provide a method for the amicable and equitable settlement of differences and thus to further in their interests, a sound and harmonious relationship between the Employer and its employees.

ARTICLE 2: DEFINITIONS

- 2.01 "Employee", for the purpose of the Agreement, shall mean a bargaining unit Employee employed by the Employer as defined in the *Industrial Relations Act* for the Province of New Brunswick and that is covered by this Agreement as specified in Article 3.01.
- 2.02 A day for purpose of calculating time limits under this Agreement shall be a calendar day unless specified otherwise.
- 2.03 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 3: RECOGNITION OF THE UNION

- 3.01 The Employer recognizes the signatory union as the sole collective bargaining agent for all Employees of the Fredericton Community Services Inc., as set out in Labour Board Order Number IR-103-16 made April 4, 2016 save and except the Executive Director, volunteers, students and those excluded by the *Industrial Relations Act*, RSNB 1973, c.1-4.
- 3.02 No bargaining unit Employees shall be required or permitted to make any written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Agreement.

ARTICLE 4: MANAGEMENT RIGHTS

- 4.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by and vested solely in the Employer.
- 4.02 The Union agrees that it is the sole and exclusive right of the Employer to manage the business and direct the working forces and that all functions which have not been specifically restricted by the clauses of this Agreement are the right of Management. The Union recognizes the importance of providing service to the clients and therefore recognizes that the Employer may assign any duty or task to any Employee provided such employee can safely do such task.

ARTICLE 5: CHECK OFF AND UNION DUES

- 5.01 The Employer will deduct union dues, initiation fees and assessments as set by the union from each pay of all employees covered by this Agreement. Such deductions will be forwarded to the National Secretary-Treasurer of the Union no later than the 10th day of the month following the one in which they were deducted.
- 5.02 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with a minimum time period of thirty (30) days.
- 5.03 Inform New Employees - The Employer agrees to inform each new Employee, upon hiring, of the fact that this Agreement is in effect. The Union may also prepare a sheet containing the contact information of the Union Executive and Shop Steward and provide a copy to the Employer. If it has been provided to the Employer, the Employer agrees to provide a copy of such sheet to any new employees upon hiring.
- 5.04 Dues supporting documentation - Along with the deductions, the Employer will provide:
- a) A complete union dues remittance form supplied by the union; and
 - b) An electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees from whose wages the deductions have been made: name, contact information, employment status (such as permanent full-time, permanent part-time, casual), job title, regular earnings, hours worked and dues deducted.
- 5.05 T-4 Slip - The Employer will report the yearly amount of union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.
- 5.06 It is understood and agreed that the Union will save and hold the Employer harmless from any and all claims which may be made against the Employer by any employee or employees for amounts deducted from wages as herein provided.

ARTICLE 6: UNION MEMBERSHIP

- 6.01 All bargaining unit Employees of the Employer, shall continue to be members of the Union as a condition of employment. All future bargaining unit Employees of the Employer shall, as a condition of employment, become and remain members of the Union.

ARTICLE 7: UNION REPRESENTATIVES

- 7.01 In order to facilitate the application of this Agreement and the settling of grievances, the Union will name or have elected stewards.
- 7.02 The Union will provide the Employer with the list of those named as stewards; when necessary, the list will be amended and the Employer advised, in writing, of any change.

ARTICLE 8: BARGAINING COMMITTEE

- 8.01 The Union shall have the right during negotiations to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer and the Employer shall have the assistance of any person it deems necessary in negotiating with the Union.

ARTICLE 9: NO DISCRIMINATION

- 9.01 There shall be no, discrimination, interference, restriction, or coercion exercised or practised by the Employer. Both Parties recognize the New Brunswick *Human Rights Act* applies to this Agreement.
- 9.02 Both parties are committed to the Employer's Workplace Harassment Policy.

ARTICLE 10: GRIEVANCE AND ARBITRATION

- 10.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 10.02 When an Employee has a complaint or grievance, he / she will discuss the matter with the Executive Director, accompanied by his / her steward or a member of the local executive, within five (5) working days from the time the Employee should reasonably have known of the occurrence of the event upon which the grievance is based.

Step 1

Should the matter not be settled after discussing the matter with the Executive Director, within five (5) working days after the discussion the Employee may present his/her grievance with details of the complaint in writing to the Executive Director. If the Employee receives no reply, or does not receive satisfactory settlement within five (5) working days from the date on which he/she presented his/her grievance, the Employee may proceed to Step 2.

Step 2

Within five (5) working days of the conclusion of Step 1, the Employee may present his/her grievance with details of the complaint in writing to the Executive

Director for delivery to the Board President. Any settlement proposed by the Employer at Step 1 and any reply must accompany the grievance when it is presented at Step 2. The Board President shall reply to the grievance in writing to the Employee within fifteen (15) working days from the date the grievance is presented at Step 2. Should the Employee not receive a reply or satisfactory settlement of his/her grievance, the Employee may refer his/her grievance to arbitration.

10.03 If the grievance is not settled, the Employer or Union may refer the matter to a single Arbitrator to be selected in the following manner:

- a) such referral shall be made by either party giving notice to the other in writing within fifteen (15) working days of the conclusion at Step 2;
- b) within fifteen (15) working days of the referral to arbitration by either party, the parties shall endeavor to select a single Arbitrator. In the event the parties are unable to agree upon a single Arbitrator, the Minister of Post-Secondary Education, Training and Labour, for the Province of New Brunswick shall appoint one. The decision of the Arbitrator shall be final and binding on the parties involved;
- c) the expenses and compensation of the single arbitrator shall be shared equally between the parties.

10.04 The Employer will grant leave with pay to an Employee when he/she is required to leave his/her employment at the Fredericton Community Services Inc. temporarily to attend arbitration hearings as a witness for the Employer. The Employer will grant leave without pay to an Employee when he/she is required to leave his/her employment at the Fredericton Community Services Inc. temporarily to attend arbitration hearings as a witness for the Union.

10.05 The parties may agree to proceed with a mediation process or any other alternative dispute resolution process.

10.06 Time limits are mandatory unless the parties agree, in writing, to extending the time limits. Section 73(3.1) of the *Industrial Relations Act* does not apply. Saturdays, Sundays and statutory holidays are excluded in computing the time limits here.

ARTICLE 11: SENIORITY

11.01 Employees hired by the Employer shall serve a probation period of nine hundred and sixty (960) working hours. The Employer may at any time during the probationary period terminate a probationary employee and such employee shall not have recourse to the grievance or arbitration procedure. After an employee has continued in the employment of the Employer for nine hundred and sixty (960) working hours, he/she shall cease to be a probationary employee and shall

be entered on the seniority list and ranked for seniority from the date and time on which the employee began to work with the Employer as per Article 11.02.

11.02 Seniority is defined as the date of hire.

11.03 An Employee shall lose seniority, forfeit all rights hereunder, and be deemed to be terminated with no right or obligation to rehire if the Employee:

- (a) quits;
- (b) is dismissed and the dismissal is not reversed through the grievance procedure or arbitration procedure;
- (c) is laid off for a period in excess of eighteen (18) months;
- (d) fails to return to work within three (3) days following notification by registered mail unless the Employee can prove just cause. The Employee shall keep the Employer informed of his current address and telephone number;
- (e) is absent for a period of three (3) consecutive working days without notifying the Employer of such absence and without providing a reason for absence and a reason for not calling in satisfactory to the Employer;
- (f) if an Employee claims an illness or sick days which is false.

ARTICLE 12: LAY-OFFS AND RECALLS

12.01 A lay-off shall be defined as a reduction in the workforce arising from a shortage of work or a reduction in the hours of work.

12.02 In the event of a lay-off, the Employer agrees to lay-off Employees in reverse order of seniority, after considering client need.

12.03 Subject to client need, no Employees will be hired before those on lay-off are recalled, providing the Employee is willing and qualified to do the work available.

12.04 The Employer agrees to provide thirty (30) days' notice to the Employees in the event of a layoff.

ARTICLE 13: VACANCIES, PROMOTIONS, TRANSFERS

13.01 Vacancies on new or existing jobs will be posted by the Employer for five (5) working days. Applicants on the seniority list will be considered on the basis of skills and ability, aptitude and prior performance. All internal applicants shall be considered before any external applicants can be hired. Job qualifications shall not be established in an arbitrary or discriminatory manner and must be relevant to the position being posted. Such vacancies, may, however, be filled temporarily by the Employer, during the posting period only.

13.02 The Employer shall provide a copy of all postings to the Secretary of the Union, at the time of the initial posting.

13.03 If the Employer knows of an upcoming vacancy of a position they can post the vacancy in advance of the position being vacant. The successful applicant will start in that job when the prior incumbent has left the position. The Employer shall notify the successful applicant within fifteen (15) working days beyond the closing of the posting.

13.04 The successful applicant shall be subject to a thirty (30) working day trial period. If at the end of or during the trial period, the Employer determines that the Employee does not have the ability to perform the job, the Employer shall return the Employee to their former job and rate of pay.

ARTICLE 14: DISCIPLINE, SUSPENSION AND DISCHARGE

14.01 No Employee shall be disciplined in any manner, demoted, suspended without pay or discharged except for just cause.

14.02 Whenever the Employer deems it necessary to discipline an Employee, the Employer shall request a meeting with the Employee in the presence of a Steward or a member of the executive of the Union (whomever is available) where the reasons will be presented in writing, with a copy provided to all those in attendance. The date of such meeting, when it occurs, shall be deemed to be the date of the discipline for the purposes of the time limits under the grievance procedure.

14.03 Employee File - Upon request and during normal office hours, an Employee shall be given an opportunity to read his/her personal file and may make a copy of any document in such file. Such copies may be modified to protect sensitive personal and/or health related information of clients or other persons.

14.04 Unless otherwise stated on the document being signed, when the signature of an Employee on a document is requested by the Employer, the Employee's signature shall serve as evidence to indicate that its contents have been read and understood, and not as evidence that he/she agrees or disagrees with it.

14.05 Clean Record - A record of disciplinary action shall be removed from the file of an Employee after the expiry of a period of twenty-four (24) months from the date of the discipline.

ARTICLE 15: OVERTIME

15.01 Overtime - All work performed in excess of forty-four (44) hours in a week shall constitute overtime.

15.02 Overtime - Payment of overtime hours will be paid at the rate of time and one half of the employees regular rate of pay or time in lieu for the hours worked at the prevailing overtime rate.

ARTICLE 16: BREAKS

16.01 Employees who work a minimum of five (5) consecutive hours will be provided one half hour of paid lunch time.

ARTICLE 17: HOLIDAYS AND VACATION

17.01 Holidays - The following holidays will be provided to employees who have worked 90 days in the 12 calendar months immediately preceding the public holiday. To qualify, an employee must work his / her regular day of work immediately before and after the holiday:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Canada Day
- New Brunswick Day
- Christmas Day
- Victoria Day
- Labour Day
- Thanksgiving
- Remembrance Day
- Boxing Day

17.02 Vacation - Vacation pay is in accordance with the *Employment Standards Act*. Vacation leave is not to be taken during the period November 1st. to December 24th, unless agreed to by the Employer. Vacation requests are to be submitted to the Executive Director at least eight (8) weeks in advance. Responses to vacation requests will be provided no later than four (4) weeks after the request is submitted. Vacation cannot be carried over from year to year. In exceptional circumstances, the Executive Director may permit vacation to be carried over.

ARTICLE 18: LEAVES

18.01 Sick Leave - Paid sick leave will accumulate one day per month. Paid sick leave cannot be carried over from year to year. Unused sick leave has no cash value.

18.02 Bereavement Leave - In the case of the death of a person in a close family relationship with the employee, as defined in the *Employment Standards Act*, the employee will be granted one (1) paid day of bereavement leave and up to a maximum of four (4) unpaid days of bereavement leave.

ARTICLE 19: JOB SECURITY

19.01 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 contracting out of work.

ARTICLE 20: JOB DESCRIPTIONS

20.01 New Employees will be provided a copy of their job description at their orientation. Existing Employees will receive a copy of their job description upon request.

ARTICLE 21: CORRESPONDENCE

21.01 All correspondence between the Employer and Union out of the Agreement or incidental thereto, shall pass to and from the Board President for the Employer and the Secretary or the President of the Union unless provided otherwise.

ARTICLE 22: COPIES OF AGREEMENT

22.01 The printing of the Agreement shall be the joint responsibility of the Union and the Employer.

ARTICLE 23: SAFETY AND HEALTH

23.01 Both parties agree that the N.B. *Occupational Health and Safety Act* shall apply to this Agreement.

ARTICLE 24: GENERAL CONDITIONS

24.01 The Employer shall provide a bulletin board, which shall be placed so that all Employees will have access to it, and upon which the Union shall have the right to post notices of meetings and other appropriate material.

24.02 The Employer agrees to supply each Employee, quarterly, their total accumulated stat time, sick and vacation time from the previous quarter including an accumulated total.

ARTICLE 25: NO STRIKES OR LOCKOUTS

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

ARTICLE 26: TERM, DURATION AND WAGES

26.01 This Agreement shall be effective for a period from April 4, 2016 until April 3, 2021 and shall be automatically renewed from year to year unless notice is given by either party of their desire to terminate or amend this Agreement, provided that such notice is given during the period from ninety (90) to thirty (30) days prior to the expiration date of the Collective Agreement or the annual renewal date thereafter.

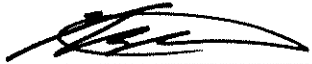
26.02 Wage increases - When the Employer's audited financial statements for the fiscal year ending December 31 have been completed, the information shall be shared

with the Local Union Executive employed by the Employer. If there is an excess of revenue over expenses, the increase in wages shall be 2%.

Any wage increase will be retroactive to January 1st of the year in which the Employer receives the statements.

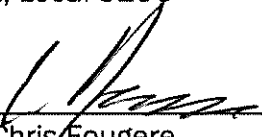
26.03 Agreement to Continue in Force - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining. It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the parties prior to the signing date unless specifically stated otherwise.

DATED this 9th day of May, 2018
Fredericton Community Services Inc.



Per: Ken Little, President of the Board of Directors

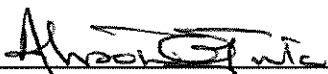
DATED this 19 day of April, 2018
CUPE, Local 5296



Per: Chris Fougere



Per: Wendi Mitchell



Per: Alison Juta