



COLLECTIVE AGREEMENT

between

**GLENELG YOUTH ALLIANCE INC.
MILLERTON, NB**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4469**

January 1, 2017 to March 31, 2020

Handwritten initials in blue ink, possibly "KJ" or "KZ".

TABLE OF CONTENTS

	Page
PREAMBLE.....	1
ARTICLE 1 - MANAGEMENT RIGHTS.....	1
ARTICLE 2 - RECOGNITION AND NEGOTIATIONS	1
ARTICLE 3 - DEFINITIONS.....	2
ARTICLE 4 - NO DISCRIMINATION	2
ARTICLE 5 - MAINTENANCE OF MEMBERSHIP	3
ARTICLE 6 - CHECK-OFF OF UNION DUES.....	3
ARTICLE 7 - CORRESPONDENCE	4
ARTICLE 8 - LABOUR MANAGEMENT COOPERATIONS COMMITTEE.....	4
ARTICLE 9 - BARGAINING COMMITTEE	5
ARTICLE 10 - GRIEVANCE PROCEDURE.....	5
ARTICLE 11 - ARBITRATION.....	6
ARTICLE 12 - NO STRIKES OR LOCKOUTS	7
ARTICLE 13 - DISCIPLINE, SUSPENSION, AND DISCHARGE	7
ARTICLE 14 - SENIORITY	8
ARTICLE 15 - VACANCIES, PROMOTIONS, AND STAFF CHANGES.....	9
ARTICLE 16 - LAYOFFS AND RECALLS	10
ARTICLE 17 - HOURS OF WORK	10
ARTICLE 18 - OVERTIME	11
ARTICLE 19 - HOLIDAYS	12
ARTICLE 20 - VACATIONS	13

ARTICLE 21 - SICK LEAVE PROVISIONS.....	14
ARTICLE 22 - LEAVE OF ABSENCE	15
ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES	18
ARTICLE 24 - WELFARE AND PENSION PLANS.....	19
ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION	19
ARTICLE 26 - SAFETY AND HEALTH.....	19
ARTICLE 27 - JOB SECURITY	19
ARTICLE 28 - GENERAL CONDITIONS.....	20
ARTICLE 29 - COPIES OF AGREEMENT.....	20
ARTICLE 30 - TERM OF AGREEMENT.....	20
SCHEDULE "A"	22
LETTER OF AGREEMENT "A"	23

KO
#

THIS AGREEMENT made and entered this 23 day of June, 2020.

BETWEEN: GLENELG YOUTH ALLIANCE INC. MILLERTON, NB,
hereinafter referred to as the "Employer", Party of the First Part.

AND: LOCAL UNION No. 4469, CANADIAN UNION OF PUBLIC
EMPLOYEES, hereinafter referred to as the "Union", Party of the
Second Part.

PREAMBLE

It is the intention and purpose of the parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 1 – MANAGEMENT RIGHTS

- 1.01 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.

ARTICLE 2 – RECOGNITION AND NEGOTIATIONS

- 2.01 Bargaining Unit – The Employer recognizes the Canadian Union of Public Employees, Local 4469, 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 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.
- 2.02 Bargaining Unit – Employees 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, or in emergencies when bargaining unit 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.
- 2.03 No Other Agreements – No employees shall be required or permitted to make a written or verbal agreement with the Employer or his representative which may conflict with the terms of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 “Employee”, for the purpose of this Agreement, shall mean all persons within the bargaining unit employed by the Employer. Employees may be subdivided into the following categories:
- (a) Full-time employees mean all employees who hold a permanent full-time position and work a normal work week as defined in Article 17 (Hours of Work).
 - (b) Part-time employees shall mean all employees who work less than a normal work week as defined in Article 17 (Hours of Work).
 - (c) Casual employees shall mean employees who work irregular hours and on an as needed basis.
- 3.02 Sick leave, for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Worker's Compensation Act.
- 3.03 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.
- 3.04 Service shall mean the length of employment as a member of the bargaining unit. Service includes periods of leave without pay to attend Union business, maternity leave, child care leave, sick leave under this agreement and while receiving Workers' Compensation benefits.
- 3.05 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 4 – NO DISCRIMINATION

- 4.01 (a) Employer Shall Not Discriminate – There shall be no discrimination, interference, restriction or coercion exercised or practised.
- (b) Both Parties recognize the *Human Rights Act* applies to this Agreement.
- 4.02 The parties recognize the right of employees to work in a harassment free environment and that harassment at the workplace shall not be tolerated.

ARTICLE 5 – MAINTENANCE OF MEMBERSHIP

- 5.01 All employees of the Employer, who are presently members of the Union, shall continue to be members of the Union as condition of employment. All future employees of the Employer shall, as the condition of employment, become and remain members of the Union.
- 5.02 The Employer will provide to the Union a list of all the employees (comparable to the Union Dues List) including their home mailing address, home phone number or cellular phone number or email addresses, when available, by electronic format upon request, no more than twice a year. The National Servicing Representative may request a copy of the list. If the employee is on a leave of absence, the nature of the leave will be indicated on the list.
- 5.03 The Employer agrees that the Union can use the application CREW to forward general information, meeting notice and other information related to Union activities to the same email addresses used with the employees.

ARTICLE 6 – CHECK-OFF OF UNION DUES

- 6.01 Check-Off – The Employer shall deduct Union dues every two weeks from every employee in accordance with the Union Constitution and/or By-laws and owing by him/her to the Union commencing with the first pay period following the date of hiring.
- 6.02 i) Deductions shall be made from the payroll every two (2) weeks 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, the total wages and the amount of deductions from each employee from whose wages the deductions have been made.
- ii) Disclosure and Leave for Dues Collection and Authorizations:
In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:
- a) The same electronic spreadsheet Union Dues form presently forwarded to the Union. The parties agree to meet and establish a protocol to fulfil the legal obligation of the Union in regards to the legislation changes, if needed. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within 10 days of each pay period.
- b) The Union and the Employer shall reach a mutually agreeable option that shall provide for the Union to comply with the legislation.

- 6.03 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.
- 6.04 The Employer shall indicate, on each employee's T-4 slip, the amount of dues paid by the employee during the previous year.
- 6.05 Remittance of the Collective Agreement – **During the orientation**, the Director or Designate will direct the new employee to a union officer and provide him with a copy of the collective agreement. The union officer will provide to the new employee a list of the local union officers and will explain to the employee the role and responsibilities of the officers and the Union. The employee will be requested to fill an information form as member of the Union. A maximum period of thirty (30) minutes will be allowed during this orientation session for this purpose with the approval of the Employer.

ARTICLE 7 – CORRESPONDENCE

- 7.01 All correspondence between the parties arising out of this Agreement or incidental thereto, shall pass to and from the Employer and the Secretary and President of the Union, unless expressly provided otherwise.

ARTICLE 8 – LABOUR MANAGEMENT COOPERATIONS COMMITTEE

- 8.01 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. It is agreed that such committee shall be composed of an equal number of management and Union representatives (minimum of 2 persons per side) and shall prescribe its terms of reference subject to Article 8.02. Meetings to be scheduled at a time mutually agreed between the parties.
- 8.02 Jurisdiction of Committee – The committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Collective Agreement.
- 8.03 Powers of Committee – The committee shall not supersede the activities of any other committee of the Union and 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.

ARTICLE 9 – BARGAINING COMMITTEE

- 9.01 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 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards – In order to provide for the settling of grievances, the Employer acknowledges the rights of the union to appoint or elect stewards whose duties shall be to assist an employee which the steward represents in preparing and presenting his grievance in accordance with the grievance procedure.
- 10.02 Names of Stewards – The Union shall notify the Employer, in writing, of the names of each steward before the Employer shall be required to recognize him/her. Any changes in the steward personnel shall be given to the Employer promptly.
- 10.03 Servicing Grievances – No steward shall leave his/her work without first getting permission from his/her supervisor. He/she must also report to the said Supervisor when returning to work. Such permission shall not be unreasonably withheld.

An employee and his steward who wish to present a grievance shall not suffer any wage loss for the time it takes to present the grievance.

- 10.04 Settling of Grievances – It is understood that any employee who has a potential grievance or complaint shall first discuss the potential grievance or complaint with the Supervisor and afford such Supervisor an opportunity to settle the potential grievance or complaint. Failing such settlement, the employee accompanied by his/her steward, shall be entitled to initiate the following steps:

STEP 1: Where the matter has not been resolved through discussion as in Article 10.04 above, then within fifteen (15) working days from the time the incident occurred giving rise to the grievance, the employee, together with his/her steward, may present a grievance to the Supervisor in writing. The Supervisor shall render his/her decision, in writing, within ten (10) working days from the receipt of the grievance.

STEP 2: Failing satisfactory settlement within ten (10) working days after receipt of the Supervisor's decision under Step 1, the grievance shall be submitted to the Supervisor by the Grievance Committee with the employee concerned. The Board of Directors shall render their 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 Board of Directors' decision as outlined in Step 2, refer the dispute to arbitration as provided for in Article 11.

- 10.05 Union or Policy Grievance – Where a dispute involving a question of general application of interpretation occurs or where a group of employees or the Union has or initiates a grievance, Step 1 of Article 10.04 may be by-passed.
- 10.06 Technical Objections to Grievances – No grievance shall be defeated by any formal or technical objection. An arbitrator shall have the power to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 11 – ARBITRATION

- 11.01 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 this Agreement. The parties shall mutually agree to an arbitrator within thirty (30) days.
- 11.02 Failure to Appoint - If the parties fail to appoint an arbitrator within thirty (30) days, the appointment shall be made by the Minister of Post Secondary Education, Training and Labour upon the request of either party.
- 11.03 Arbitrator's Procedure – The arbitrator may determine his/her own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. He/she shall hear and determine the difference or allegation and render a decision within thirty (30) days from the time the arbitrator is appointed.
- 11.04 Decision of the Arbitrator – The decision of the arbitrator shall be final and binding and enforceable on all parties, but in no event shall the arbitrator have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the arbitrator shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in his or her opinion, he or she deems just and equitable.
- 11.05 Disagreement on Decision – Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to reconvene the hearing to clarify the decision, which he/she shall do within ten (10) days.
- 11.06 Expenses of the Board – Each party shall pay half of the expenses of the arbitrator.
- 11.07 Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedure may be extended, in writing, by consent of the parties to this Agreement.
- 11.08 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 parties or the arbitrator(s) to have access to Employer's premises at a time mutually agreed to view any working conditions which may be relevant to the settlement of the grievance.
- 11.09 Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.

ARTICLE 12 – NO STRIKES OR LOCKOUTS

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

ARTICLE 13 – DISCIPLINE, SUSPENSION, AND DISCHARGE

- 13.01 (a) Warnings – Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his/her 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 and the President of the Union with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee indicating that discipline may follow, it shall be done in the presence of a steward or a Union officer in private.
- (b) Progressive Discipline – The value of progressive discipline with the aim of being corrective in application is recognized by both the Employer and the Union. Discipline shall be applied uniformly, and disciplinary measures shall be appropriate to their cause and subject to the principles of progressive discipline for similar offences. Disciplinary measures shall be outlined as:
- #1 – Caution or counseling
 - #2 – Verbal Warning
 - #3 – Letter
 - #4 – Suspension with Pay
 - #5 – Suspension without Pay
- 13.02 Discharge Procedure – An employee may be suspended or discharged, but only for just cause. When an employee is suspended or discharged, he/she 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.
- 13.03 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 10, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- 13.04 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 arbitrator, if the matter is referred to arbitration.
- 13.05 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/her personal file.

- 13.06 A record of disciplinary action shall be removed and destroyed from the file of an employee after the expiry of a period of twenty-four (24) months, provided there are no further occurrences.
- 13.07 A suspension, without pay, shall be for a specified period of time not exceeding twenty (20) working days.

ARTICLE 14 – SENIORITY

- 14.01 Bargaining Unit Seniority shall be defined for full-time and part-time employees as the date an employee first enters the service of the employer in the bargaining unit unless determined in Letter of Agreement “A”. 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 date of hiring. Seniority shall be bargaining unit wide and shall be used as a factor in determining priorities in matters pertinent to the collective agreement.

Bargaining Unit Seniority shall be defined for casual employees as the number of hours worked as regular hours to the service of the employer in the bargaining unit unless determined in Letter of Agreement “A”. One year’s service is 2,080 hours paid at regular rate (excluding overtime hours). A separate 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 date of hiring and the years of service. Seniority shall be bargaining unit wide and shall be used as a factor in determining priorities among casuals in matters pertinent to the collective agreement.

- 14.02 Loss of Seniority – An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, leave of absence for Union business, or leave of absence approved by the Employer. An employee shall only lose his/her seniority in the event:
- a) He/she is discharged for just cause and is not reinstated.
 - b) He/she resigns.
 - c) He/she is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
 - d) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - e) He/she is laid off for a period of longer than two (2) consecutive years, without being recalled.

- 14.03 Transfers and Seniority Outside Bargaining Unit – No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. If after a period of 6 months the employee has not returned to the bargaining unit, he/she shall forfeit seniority rights. If such an employee later returns within 6 months to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in layoff or bumping of an employee holding greater seniority.
- 14.04 Probationary Employees – Newly hired employees shall be considered on probationary basis for a period of six months or (1,040) regular hours, **whichever comes later and cannot exceed 12 months** 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 4 as the basis of termination.
- 14.05 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.
- 14.06 **Any casual employee who cannot perform his duties because of work related injuries for which he/she is receiving benefits from 'WorksafeNB' shall continue to accumulate seniority during the period of total temporary disability based on the hours worked the previous year before the injury.**

ARTICLE 15 – VACANCIES, PROMOTIONS, AND STAFF CHANGES

- 15.01 Job Postings – In all vacancies occurring or new positions created in the bargaining unit, the Employer shall immediately send a copy to the Recording Secretary of the Union 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 twenty-one calendar days of the close of competition, the name of the successful applicant shall be posted. The Employer agrees to send a copy of the posting to the Recording Secretary of the Union.
- 15.02 Information on Postings – Such notice shall contain the following information:
- (1) Job description
 - (2) Qualifications required
 - (3) Hourly rate
- 15.03 Methods of Making Appointments – The Employer will first consider all internal applicants. Appointment shall be made of the applicant who possesses the required education, qualifications and seniority which are equal parts in determining which employee moves into the vacant position. Should there be no qualified applicant, the Employer may fill the job from outside the bargaining unit.

- 15.04 Employees who have Completed the Probationary Period – Within the first 3 months of promotion following the probationary period, if the employee finds himself/herself unable to perform the duties of the new position, he/she shall be returned to his/her former position at his/her former wage or salary without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, at his/her former wage or salary without loss of seniority.
- 15.05 Union Notification – On a monthly basis, the Employer shall send a letter to the Recording Secretary/ President of the Union advising of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment of all employees covered by this Agreement.

ARTICLE 16 – LAYOFFS AND RECALLS

- 16.01 A layoff shall be defined as a reduction in the work force arising from a shortage of work.
- 16.02 In the event that a reduction of the work force is required, the Employer agrees to lay off employees in the reverse order of seniority.
- 16.03 When recalling employees after layoff, those last laid off will be first to be recalled.
- 16.04 The Employer agrees to recall all employees on layoff before new employees are hired.
- 16.05 Notice of Layoff – The Employer shall notify employees who are to be laid off two (2) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work his/her usual number of days after notice of layoff, he/she shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns his/her position, he/she shall give the Employer a minimum of two (2) weeks' notice of such resignation in writing.
- 16.06 Grievance on Layoffs – Grievances concerning layoffs, due to a reduction in the working force, shall be initiated at Step 2 of the grievance procedure.
- 16.07 Letter of Reference – Employees shall be given a letter of reference on termination of employment, if requested.

ARTICLE 17 – HOURS OF WORK

- 17.01 (a) Regular hours of work for full-time employees shall be up to 264 hours averaged over a six-week period. The Employer shall distribute as evenly as possible the hours amongst the full-time employees.
- (b) i) Regular hours of work for part-time employees will be less than 264 hours averaged over a six-week period. Hours of work shall be offered to part-time employees on a rotational basis.

ii) When a full-time employee is on an approved leave of absence (excluding vacation) exceeding 30 working days, the senior part-time employee will be scheduled to fill the vacancy and will be paid an additional 5% of their current rate; that is, hours of work and scheduled days off. If there are no part-time employees available to fill the vacancy, the senior casual employee will be appointed and will be paid an additional 7% of their current rate.

iii) When rescheduling the hours of work for the part-time employees, these are not to exceed the 264 hours averaged over a six-week period.

(c) No employee shall be required to work split shifts.

17.02 Hours of Work Schedule

(a) A work schedule for full-time and part-time employees, stating the days and shifts of employee's hours of work and his/her scheduled days off, shall be posted at least one (1) week in advance on a designated bulletin board.

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

(c) Casual employees who fail to fulfil a scheduled commitment or fail to notify the employer of their availability or refuse 3 shifts within a calendar month without sufficient cause, will be subject to disciplinary action up to and including dismissal.

17.03 The Employer agrees to make every reasonable effort to accommodate employees taking courses.

17.04 Staffing will be in accordance with Group Home Service Standards Staff Ratio.

17.05 Employees shall be allowed to shift change with another employee with the director's approval. Such approval shall not be unreasonably withheld.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

(a) All work performed while on vacation or on days off shall constitute overtime, if requested to work by the Employer.

(b) All work performed in excess of the regular hours of work, as defined in Article 17.01, shall constitute overtime.

- 18.02 Compensation for Overtime – If an employee is authorized to work and does work overtime, he/she will be paid one and one-half (1 ½) times his/her regular rate of pay or time off, the choice being that of the employee.
- 18.03 No Layoffs to Compensate for Overtime – Employees shall not be required to be laid off during regular hours to equalize any overtime worked.
- 18.04 Overtime for Part-Time Employees – Part-time employees working more than 264 hours averaged over a six-week period shall be entitled to compensation as in 18.02.
- 18.05 Sharing of Overtime – Overtime and call back time shall be divided among the employees who are willing to perform the work that is available.
- 18.06 Minimum Call Back Time – An employee, who is called **back** and required to work outside his/her regular working hours, shall be paid for a minimum of four (4) hours at straight time. **Once the employee has accomplished the duty that he/she was called back for, the employee can leave the workplace and will be paid as mentioned above.**

ARTICLE 19 – HOLIDAYS

- 19.01 Statutory Holidays – The Employer recognizes the following as paid holidays:

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

Any other day proclaimed by the Federal or Provincial Government to be celebrated in lieu thereof.

- 19.02 Holiday Pay – If a holiday falls on a full-time or part-time employee's scheduled day off, he/she shall be given an additional 8 hours off with pay. If an employee is scheduled to work on a holiday, he/she shall be paid time and one half (1 ½) the regular rate for all hours worked. Full-time and part-time employees will receive an alternative 8 hours off with pay. The additional 8 hours off shall be taken no later than the employee's next vacation period, and such day off (8 hours) shall be deemed to be the holiday.

When a casual employee works during a holiday recognized in Article 19.01, he/she will be paid at time and one half (1 ½) the regular rate of pay for all hours worked and will receive, in lieu of an additional 8 hours pay, 4% of gross wages for the public holidays recognized under the Employment Standard Act after 90 days of employment.

- 19.03 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.

ARTICLE 20 – VACATIONS

20.01 Length of Vacation – **Full-time employees** who **have** completed **their** probationary period and who **have** seniority of:

- (a) less than two (2) years' service, an accumulation of 8 hours per month;
- (b) 2 to 5 years' service, 10 hours per month;
- (c) 5 to 10 years' service, 12 hours per month;
- (d) 10 to 15 years' service, 14 hours per month;

Part-time and Casual employees who have the seniority of:

- (a) **Less than 8 years of service, 4% of gross wages;**
- (b) **8 years +, 6% of gross wages.**

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

20.03 Vacation Pay on Termination – An employee, whose employment is terminated for any reason, shall be paid with his/her final pay an amount of money equivalent to any vacation which may have accrued to his/her benefit in accordance with Article 20.01.

20.04 Vacation Schedules – Vacation schedules shall be arranged and such vacation time shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected.

20.05 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 the Employer is given fifteen (15) days notice.

20.06 Vacation Year – The vacation year shall be from July 1st to June 30th. Vacation may not be accumulated from year to year unless approved in writing by the employer.

20.07 An employee hospitalized or sick at home during his/her vacation period will qualify for use of sick leave credits upon presentation of a doctor's certificate, providing the Employer is notified within a reasonable time. The portion of his/her vacation, while the employee was hospitalized or sick, shall be rescheduled later.

20.08 The employer shall post not later than March 1st each year, a list on which employees will indicate their choice of vacation. Approved vacation lists shall not be posted later than May 1st and shall not be changed unless mutually agreed between the employee and the employer. Vacations shall be granted on the basis of seniority and if an unacceptable number of employees request vacation for the same date, the senior employee shall have preference and the other employee shall be required to make another choice.

ARTICLE 21 – SICK LEAVE PROVISIONS

21.01 (a) Amount of Sick Leave – All full-time employees in the bargaining unit shall accumulate sick leave credits at the rate of ten (10) hours per month up to a maximum credit of **1600** hours.

(b) Amount of Sick Leave – All part-time employees in the bargaining unit shall accumulate sick leave credits at the rate of 5.77% on the hours worked, up to a maximum of 120 hours per year and a total maximum credit of **1600** hours.

Sick leave credits for part-time employees shall be accumulated retroactively.

21.02 (a) 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 21.01.

The employee making request for such leave will give as much advance notice as possible to the Supervisor.

21.03 Report of Illness – In any case of absence due to sickness or accident, the matter must be reported as soon as possible.

21.04 Sick Leave During Leave of Absence – When an employee is given a 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 the month, but the employee shall maintain any sick leave credit if any existing at the time of such leave or layoff, upon his/her return to work.

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

21.06 The absence of any **full-time** 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 and shall accumulate sick leave **and vacation** credits during the period of his total temporary incapacity, for a maximum of one year. The employee shall be allowed to use sick leave credits and/or vacation while waiting for his/her application for Workers' Compensation to be processed or appealed.

21.07 Proof of illness – The parties agree that the Employer has the right to investigate the use of sick leave.

(a) After more than three (3) consecutive working days lost time due to sickness a Medical Certificate may be required of the employee or time lost will be deducted from the employee's wages in accordance with the hourly rates listed in Schedule "A". Where the Employer has reason to believe that an employee is misusing the sick leave privilege such employee shall meet with the employer and may be required to produce a Doctor's / Nurse Practitioner Certificate for an absence of three (3) days or less for which sick leave is sought and if a Certificate is not produced after such request, the time absent from work will be deducted from the employee's wages.

- (b) Where a Certificate is required for absences of three (3) days or less under 21.07 (a) above, such proof of illness shall be requested during the illness unless the employee has been issued a standing directive that requires him/her to submit a Certificate for any period of absence for which sick leave is sought. An individual standing directive shall be valid for a period of not more than twelve (12) months following the date of issue of the same.

ARTICLE 22 – LEAVE OF ABSENCE

22.01 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. No more than three (3) Union members shall be granted a leave of absence at any one time.
- (b) The Employer shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 22.01 (a). The Union shall then reimburse the Employer. Application for such leave shall be made two weeks in advance whenever possible.
- (c) Three (3) Union members selected on the bargaining committee shall be given leave of absence with pay for each negotiating session with the Employer.

22.02 Maternity Leave – Adoption

- (a) An employee shall be granted maternity leave, without pay and loss of seniority, upon written application to the Employer. An employee intending to take a leave shall advise the Employer not later than four (4) months before her projected delivery date or as soon as her delivery is confirmed, whichever is later, of her intent to take a leave and its intended duration. In the absence of an emergency, the employee shall give two (2) weeks notice to the Employer of the commencement date of the leave.
- (b) The employee may wish to continue working up to the expected date of delivery and may do so if, in the opinion of her physician, she is able to fulfill her normal job responsibilities.
- (c) Following the period of maternity leave, the employee will return to her former position.
- (d) A period of maternity leave may be extended by applying for an unpaid leave of absence under Article 22.07.
- (e) **The parties agree that the conditions and benefits for Maternity Leave – Adoption will be subject to the provisions of the *New Brunswick Employment Standards Act* and the *Employment Insurance* maternity and parental benefits under the federal legislation.**

22.03 Child Care Leave

- (a) Child Care Leave – An employee, who is the natural parent of a newborn or the adopting parent of a child, shall be entitled to an unpaid child care leave of absence of up to **sixty-two (62)** weeks.
- (b) In the case of adoption, it is expected that the employee will provide the Employer with notice in accordance with the *Employment Standards Act*.
- (c) A leave of absence under this Article shall commence not earlier than the date on which the newborn or adopted child came into the employee's care and custody and end not later than **seventy-eight (78)** weeks after that date.
- (d) The aggregate amount of leave that may be taken by one or two employees for a maternity leave and a child care leave with respect to the same birth, shall not exceed **seventy-eight (78)** weeks.
- (e) **The parties agree that the conditions and benefits for Child Care Leave will be subject to the provisions of the *New Brunswick Employment Standards Act* and the Employment Insurance maternity and parental benefits under the federal legislation.**

22.04 Paternity Leave – Full-time employees shall be entitled to two (2) days leave of absence with pay and one (1) day without pay for the birth of his child. Such leave shall be taken within a reasonable time surrounding the birth.

22.05 The Company agrees to abide by the *Employment Standards Act* insofar as it applies to unpaid leaves of absence.

22.06 Jury or Court Witness Duty – The Employer shall grant a leave of absence without loss of seniority to a full-time or a part-time employee who is required:

- (a) To serve on a jury;
- (b) To attend as a witness in any proceedings held before a court of justice, a coroner or board of inquiry;
- (c) Submits a certificate of attendance and reports to work when not required to serve for an entire day;
- (d) Must be paid the difference between his regular salary and the jury or witness fees received, but does not include transportation costs, meals and other expenses.

22.07 General Leave

- (a) The Employer shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly. Such leave shall not exceed one year.
- (b) Leave for other employment, outside of Glenelg Youth Alliance, shall be granted to full-time and part-time employees up to a maximum of six (6) months.

22.08 Educational Leave – Leave of absence, without pay and without loss of seniority, shall be granted to allow employees time to write examinations to improve qualifications in the service.

22.09 Bereavement Leave

- (a) A full-time employee shall be entitled to bereavement leave of five (5) consecutive days with pay, excluding holidays or scheduled days off, in the event of the death of any employee's spouse, mother, father, guardian, children, brother, sister, grandparent or adopted children and grandchildren and to commence not later than the day of the funeral. An additional two (2) days may be taken without pay.

For clarification purposes of the present article, spouse means the employee's wife or husband. It can also mean a person that has been living with the employee for at least twelve (12) months and who is recognized publicly as the employee's partner.

- (b) A full-time employee shall be granted a leave of absence with pay of three (3) days on the death of the employee's brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle and to commence not later than the day of the funeral. An additional two (2) days may be taken without pay.

22.10 In extreme exceptional circumstances application can be made to the Board of Directors for leave of absence not exceeding five (5) days with pay. The decision of the Board of Directors will be final.

22.11 Compassionate Leave:

- (a) The Employer may grant up to five (5) days compassionate leave without pay when death or a serious illness strikes a close family member of an employee. This leave shall not be unreasonably withheld.
- (b) If a compassionate leave is needed after a maximum of five (5) days granted by the Employer, the employee will request a longer compassionate leave under the *New Brunswick Employment Standards Act* and/or the *Employment Insurance Compassionate Care Benefits*. The Employer will make every reasonable effort to facilitate the compassionate leave.
- (c) The employee shall accumulate all seniority during the leave.

- 22.12 **Domestic Violence Leave:** Employees in the bargaining unit shall have the right to apply for Domestic violence leave, Intimate partner violence leave or Sexual violence leave subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.

ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

- (a) The Employer shall pay salaries bi-weekly, every other Thursday, in accordance with Schedule “A” attached hereto and forming part of this Agreement. The Employer shall also include payment at the employee’s regular rate of pay for attending work related meetings. On each payday, each employee shall be provided with an itemized statement of his wages and deductions.
- (b) When the regular payday falls on a holiday, the payday shall be the last banking day prior to such holiday.

- 23.02 **Equal Pay for Equal Work** – The principle of equal pay for equal work shall apply, regardless of gender.

- 23.03 **Part-Time Employees** – All part-time employees shall receive the wage rates as per Schedule “A” of this Agreement.

- 23.04 **Travel Expenses** – All employees required to use their vehicle to transport residents to their scheduled activities and to medical appointments or to conduct business for the Employer shall be paid the Provincial Government rate as per kilometres.

- 23.05 **Educational Allowance** – The Employer will cover the cost of all mandatory courses, and the employee will be paid at his/her regular rate for attending mandatory courses.

- 23.06 **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.

- 23.07 An employee who is absent for more than two weeks for an unpaid leave of absence, layoff due to lack of work will not accumulate vacation, sick leave and holiday pay.

- 23.08 An employee who is absent for more than two (2) weeks on sick leave will continue to accumulate vacation benefits only.

ARTICLE 24 – WELFARE AND PENSION PLANS

- 24.01 All medical plan benefits available under the existing plan will be shared equally by the Employer and employee.
- 24.02 The employer and the full-time employee agree to contribute 2% each in a RRSP plan retroactive on April 1, 2014. The choice of the employee to contribute to this plan is optional for the full-time employee and at any time he/she can signify to the employer when he/she elects to begin or cease to contribute.

ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION

- 25.01 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 this 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 and these will form part of this Agreement.
- 25.02 **Abolishment of Bargaining Unit Classification – No classification shall be abolished without prior notice with the Union.**
- 25.03 **Changes in Classification – Where a new classification not covered in Schedule ‘A’, is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. In the event no agreement can be reached with respect to the reclassification or the wage rate, the dispute may be submitted to the grievance and arbitration procedures. The new rate shall become retroactive to the date the position was first filled.**

ARTICLE 26 – SAFETY AND HEALTH

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

ARTICLE 27 – JOB SECURITY

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

ARTICLE 28 – GENERAL CONDITIONS

- 28.01 Bulletin Boards – The Employer shall maintain a bulletin board at the office of the Employer.
- 28.02 Information related to Legislative Disclosure: The Employer and the Union agree to meet to establish a protocol for providing information to the Union that will assist in fulfilling any legislative disclosure requirements. The information will be provided in writing within 10 working days of the Union requesting any such information.
- 28.03 Leave without Pay for Compliance with Union Legal Disclosure Requirements: The Employer will grant leave without pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of union finances or other affairs.

ARTICLE 29 – COPIES OF AGREEMENT

- 29.01 The printing of the Agreement shall be the joint responsibility of the Union and the Employer. The cost will be shared on a 50/50 basis.

ARTICLE 30 – TERM OF AGREEMENT

- 30.01 Term of Agreement – This Agreement shall be effective from January 1, 2017 to March 31, 2020.
- 30.02 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.
- 30.03 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.
- 30.04 Successor's Rights – This Agreement shall be binding not only to 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.

Retroactivity and Effective Date of Provisions

Any retroactivity owing will be paid out to all present employees within **two** 2 months of Union ratification and Board of Directors ratification, whichever occurs later, of this settlement.

IN WITNESS WHEREOF, the parties have signed this 23 day of June, 2020.

FOR THE EMPLOYER:

Karen Arsenault

Stephenie Mulvey

FOR THE UNION

Faye Naulon
(President)

Mary Matchett
(Secretary-Treasurer)

Robert Brown
(CUPE Representative)

Kb
✓

SCHEDULE 'A'
GLENELG YOUTH ALLIANCE INC. & CUPE LOCAL 4469
WAGES

FULL-TIME EMPLOYEES

CLASSIFICATION	CURRENT WAGES	Sept. 1, 2017 (Per hour)	April 1, 2018 (Per hour)	April 1, 2019 (Per hour)	May 1, 2019 (Per hour)
Youth Care Worker (0 until completion of 2 years)	\$18.09	\$18.29	\$18.49	\$19.49	\$20.49
Youth Care Worker (3 until completion of 5 years)	\$18.54	\$18.74	\$18.94	\$19.94	\$20.94
Youth Care Worker (6 until completion of 9 years)	\$19.19	\$19.39	\$19.59	\$20.59	\$21.59
Youth Care Worker (10 + years)*	\$19.86	\$20.06	\$20.26	\$21.26	\$22.26

***This classification is paid retroactive from the date the parties reached a tentative agreement.**

PERMANENT PART-TIME EMPLOYEES

CLASSIFICATION	CURRENT WAGES	Sept. 1, 2017 (Per hour)	April 1, 2018 (Per hour)	April 1, 2019 (Per hour)	May 1, 2019 (Per hour)
Youth Care Worker (0 until completion of 2 years)	\$15.98	\$16.18	\$16.38	\$17.38	\$18.38
Youth Care Worker (3 + years)	\$16.30	\$16.50	\$16.70	\$17.70	\$18.70

CASUAL EMPLOYEES

CLASSIFICATION	CURRENT WAGES	Sept. 1, 2017 (Per hour)	April 1, 2018 (Per hour)	April 1, 2019 (Per hour)	May 1, 2019 (Per hour)
Youth Care Worker	\$15.67	\$15.87	\$16.07	\$17.07	\$18.07

All full-time employees' entry levels are based on years of service in full-time capacity.

All employees will move to the higher rate of pay on anniversary date.

The Employer agrees that all monies allowed by the Province of New Brunswick and received by the Employer to address Pay Equity will be in addition to the wages negotiated in Schedule A for the length of this Collective Agreement.

WITHOUT PREJUDICE



LETTER OF AGREEMENT "A"

CUPE Local 4469

The parties recognize that effective at the signing of this collective agreement and for the life of the bargaining unit, that the following employees will have their seniority grandfathered in the following order **until** such time **that** the employee is no longer a member of the bargaining unit.

Mary Matchett

Faye Nowlan

In witness whereof, the parties have signed this 23 day of June, 2020.

For the Employer

Karen Arsenault

Stephanie McKeen

For the Union

Faye Nowlan
(President)

Mary Matchett
(Secretary-Treasurer)

kb*cope 491

kb
F