

COLLECTIVE AGREEMENT

between

**INDEPENDENCE PLUS INC.
SAINT JOHN, N.B.**

and

**CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 3497**



April 1, 2018 – March 31, 2021

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THIS AGREEMENT made and entered this 16 day of October, 2019

Between:

Independence Plus Incorporated, a non-profit organization, having its Head Office at 211 Main Street, Saint John, NB, the "Employer".

And:

Canadian Union of Public Employees and its Local 3497, the "Union"

PREAMBLE

This agreement is entered to by the parties to provide for orderly collective bargaining relations between the Employer and the Union. It is the desire of both parties that the philosophy and goals of Independence Plus Incorporated are recognized in this agreement. The philosophy and goals of Independence Plus Incorporated are based on our understanding of the right of mentally handicapped or physically disabled persons reflected in the following:

- (a) that they are entitled to lives of quality and respect for their rights as individual citizens;
- (b) such persons should have the maximum opportunity to interact with non-handicapped people in the community; and
- (c) to the greatest extent possible, such individuals should have the right of choice and be empowered to make decisions over their own life.

ARTICLE 1 – PURPOSE OF AGREEMENT

1.01 It is of both parties to this agreement:

- (a) To maintain and improve relations between the Employer and the Union and to provide settled and just conditions of employment;
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to conditions of employment;
- (c) To encourage efficiency in operations; and
- (d) To promote the morale, well being and security of all employees in the unit of the Union.

ARTICLE 2 – MANAGEMENT RIGHTS

- 2.01 The Union agrees that the management to the Employer's operations and direction of the working force and all functions, all privileges and practices, which have not been specifically restricted by the clauses of this agreement are fixed solely and exclusively with the Employer, will not be carried out in an arbitrary or discriminatory manner

ARTICLE 3 – RECOGNITION AND NEGOTIATIONS

- 3.01 **Bargaining Unit** – The Employer recognizes the Canadian Union of Public Employees, Local 3497 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 and supervisors issued by the Industrial Relations Board dated December 21, 1990, and hereby consents and agrees to negotiate with the Union on rates of pay, hours of work and other conditions of employment as set forth in this agreement.
- 3.02 Management, volunteers and persons working under special grant projects will not perform work which is normally performed by employees in the bargaining unit except:
- (a) In case of emergency;
When performing special grant project work and when training or instructing bargaining unit employees.
 - (b) Notwithstanding the above, the Union recognize that there is presently an overlapping of duties both inside and outside the bargaining unit, therefore, the union agrees that Supervisors may continue to carry out bargaining unit work so long as it does not result in the lay-off of regular employees or the loss casual hours;
 - (c) The Employer reserves the right to hire persons for special grant projects. The Union must approve the funding application(s) for the hiring of persons under specific government programs;
 - (d) No employee shall suffer loss of wages or be laid off as a result of the operation of subsections (a) and (b).
- 3.03 **No Other Agreements** - No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this collective agreement.

ARTICLE 4 – DEFINITIONS

- 4.01 (a) “Employee”, for the purpose of the agreement, shall mean Employee employed by the Employer as full-time or part-time bargaining unit member who performs work for wages. (All bargaining unit employees are entitled to all provisions covered in this agreement.)
- (b) “Full-time employee” for the purpose of greater certainty shall be defined as any person who agrees to work for 37.5 or more hours per week on a regular basis for an indeterminate period.
- (c) “Regular Part-time Employee” for the purpose of greater certainty shall be defined as an employee without an awarded position.
- (d) “Casual Part-time Employee” for the purpose of greater certainty shall be defined as an employee without an awarded position.
- (e) “Temporary Full-time Employee” for the purpose of greater certainty shall be defined as an employee who is covering a full-time position of 37.5 hours per week for a specified period of time.
- (f) “Temporary Part-time Employee” for the purpose of greater certainty shall be defined as an employee who is covering a part-time position of 22.5 hours per week or less for a specified period of time.
- (g) “Sick Leave” for the purpose of this agreement means the period of time an employee is absent or disabled;
- (h) “Grievance” is defined as an alleged violation of a specific article or section of this agreement; and
- (i) “Promotion” means a change from one classification to another for which a higher maximum is paid.
- 4.02 Plural or Feminine Terms may apply: Wherever the singular or feminine is used in this agreement, it shall be considered as if the plural or masculine has been used where the context of the party or parties hereto so requires.

ARTICLE 5 – RIGHT TO REPRESENTATION

- 5.01 An employee has a right to have present a Union representative who is a member of the Bargaining Unit OR a National CUPE representative when being advised of a formal written discipline.
- 5.02 Insofar as the Employer incurs no additional expense, Union representatives of Local 3497 will suffer no loss of regular wages while attending meetings with the Employer.

ARTICLE 6 – GUARANTEES – By the Employer and the Union

- 6.01 **Employer Shall Not Discriminate** – There shall be no discrimination, harassment, interference, restriction or coercion exercised or practiced with respect to any Employee for any reason.
- 6.02 The Union and the Employer agree to, at all time, discourage discrimination and harassment.
- (a) Both parties recognize that the Employer has enacted a Privacy Policy to protect the privacy of individuals with respect to information about their employees that restricts individuals the right of access to that information.
- (b) Under the Privacy Act of the company, no information on any employee shall be released to any outside party without the written consent of the employee to whom it relates.

ARTICLE 7 – MAINTENANCE OF MEMBERSHIP

- 7.01 All employees of the Employer, who are presently member 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. Nothing in the Article will obligate the Employer to terminate an employee unless it is for failure to pay union dues.
- 7.02 The Employer will provide to the Secretary-Treasurer of the Union a list of all the employees in the bargaining unit. The list will include each person's name, classification, home mailing address, home telephone number and other available telephone numbers such as cellular numbers. The employer will also provide work emails and if available, personal e-mail.

The list will also indicate the employee's work site and employment status (such as full-time, temporary and casuals and if the employee is on leave of absence and the nature of the leave.

This employee contact list will be provided electronically every 3 months.

ARTICLE 8 – CHECK-OFF OF UNION DUES

- 8.01 **Check-Off** – Effective upon the signing of this agreement, the Employer shall deduct union dues uniformly applied to all employees in the Bargaining Unit to which this agreement applies and in accordance with the Union Constitution and By-Laws. All new employees shall commence paying union dues beginning the month following the date of hire.
- 8.02 Deductions shall be made from the payroll each pay period and shall be forwarded to the National Secretary-Treasurer of the Union, not later than the 15th day of each month

following the end of the monthly accounting period, accompanied by a list of full-time and part-time employees and the total regular wages and deductions for that month.

- 8.03 The Employer agrees to provide new employees, during their first week of regular work, with a list of the Union steward. The Employer further agrees to provide the secretary of the Union with a list of all new employees at the end of each month.
- 8.04 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.
- 8.05 The Union agrees to indemnify and save the Employer harmless with respect to any claim made against the Employer by any employee or any group of employees for amounts deducted from pay as provided in this Article and for any action taken by the Employer at the request of the Union.

ARTICLE 9 – CORRESPONDENCE

- 9.01 All correspondence between the parties, arising out of the agreement or incidental thereto shall pass to and from the Employer and the Recording-Secretary of the Local and the CUPE National Representative unless expressly provided otherwise.

ARTICLE 10 – LABOUR MANAGEMENT COMMITTEE

- 10.01 **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 to a maximum of three (3) and shall prescribe its terms of reference subject to Article 10.01. Meetings are to be held within one week of either party serving notice to the other of their desire to meet.
- 10.02 **Jurisdiction of Committee** – The committee shall have jurisdiction to make recommendation relating to conditions of employment. And without limiting the foregoing, the Committee shall concern itself with:
 - (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employee;
 - (b) Improving and extending services to the public;
 - (c) Promoting safety and infection control;
 - (d) Reviewing suggestions from employees, questions of working conditions: and
 - (e) Correcting conditions causing grievances and misunderstandings.

- 10.03 **Philosophy of Committee** – The Employer and Union agree, in principle, that cooperation and consensus should play a significant role within the operation of the committee. Decisions shall be made in a fair and democratic fashion and in consultation with Union, residents, Employer, families, volunteers, and advocate. This process, along with the recognition that the best interests of the resident are paramount and that decisions are arrived at which are consistent with the principles and philosophy of Independence Plus Incorporated, shall be important factors in resolving issues.
- 10.04 An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- 10.05 Minutes of the meeting shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE representative and the Employer shall receive two (2) signed copies of the minutes within fourteen (14) days following the meeting.

ARTICLE 11 – BARGAINING COMMITTEE

- 11.01 **Representatives** – The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees; including negotiating with the Employer, and the Employer shall have the assistance of any person it deems necessary. The employee representative for the union shall be paid hourly for all scheduled meetings with the employer.
- 11.02 **Time Off for Negotiations** – Up to three (3) members of the Union Bargaining Committee shall have the right to attend meetings with the Employer without loss of remuneration. The Employer will pay for any negotiating committee member who negotiates and is not regularly posted and scheduled to work.

ARTICLE 12 - GRIEVANCE PROCEDURE

- 12.01 **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 stewards represents in preparing and presenting her grievance in accordance with the grievance procedure. 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.
- 12.02 **Permission to Leave Work** – The Employer recognizes the function of stewards is to improve both working conditions and services through meetings, investigations and presentation of grievances during working hours provided it does not interfere with the well-being of the residents or the efficient operation of the homes. An officer of the Union shall notify their supervisor or Executive Director prior to a meeting if necessary.
- 12.03 **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 them. Any changes in the steward personnel shall be given to the Employer promptly.

12.04 **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 immediate supervisor and afford such supervisor an opportunity to settle the potential grievance or complaint. Failing such settlement, the employee accompanied by her steward, shall be entitled to initiate the following steps:

STEP 1 Provided the dispute is of a grievable nature and has not been resolved through discussion as in Article 12.04 above, then within ten (10) working days from the time the alleged grievance has arisen or come to her attention or discussion under this article has failed, the employee, together with her steward, may present a grievance to the supervisor in writing. The supervisor shall render her decision, within then (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 or the date of the alleged grievance should have been received under Step 1, the grievance shall be submitted to the Executive Director by a member of the Grievance Committee with the employee concerned. The Director shall render her 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 (30) working days of receiving the Executive Director's decision as outlined in Step 2, refer the dispute to arbitration as provided for in Article 13. If the grievance has not been referred to arbitration within the specified time, it shall be deemed to have been withdrawn.

12.05 The Union or the Executive Director of Independence Plus Inc. may file a "Policy Grievance" Procedure against the other party within five (5) working days of the incident giving rise to the grievance.

A policy grievance is defined and limited to matters alleging an actual violation of a specific provision of this agreement and which could not otherwise be resolved at a lower step of the Grievance Procedure because of the nature and scope of the subject matter of the grievance. A grievance shall not be filed as a policy grievance where the grievance of an individual employee and resolved at a lower step of the grievance procedure.

12.06 **Technical Objections to Grievances** – Other than the limitation period for the commencement of the grievance procedure, 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 grievances and the power to waive formal procedural, determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

ARTICLE 13 – ARBITRATION

- 13.01 **Composition of Board of Arbitration** – When either party requests that a grievance 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 Chairperson.

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

- 13.02 **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 twenty (20) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 13.03 **Board Procedure** – The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. The Board is encouraged to render its decision within twenty-one (21) calendar days after the completion of the hearing.
- 13.04 **Decision of the Board** – The decision of the majority shall be the decision of the Board and shall be final and binding. 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.
- 13.05 **Clarification of 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 ten (10) days.
- 13.06 **Expenses of the Board** – Each party shall pay:
- (a) the fees and expenses of the Arbitrator it appoints;
 - (b) one-half the fees and expenses of the Chairman or single Arbitrator.
- 13.07 **Amending of Time Limits** – Other than the time limit for filing the initial grievance, the time limits fixed in both the grievance and arbitration procedure may be extended, in writing, by consent of the parties to this agreement.
- 13.08 **Witnesses** – At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witness(es) and all reasonable arrangement will be made to permit the arbitrator(s) to have access to Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14 – NO STRIKES OR LOCKOUTS

- 14.01 **No Strikes or Lockouts** – The parties agree there shall be no strikes, lockouts, slow downs, stoppage or any other interference with the operation of the homes during the term of this agreement.

ARTICLE 15 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 15.01 **Warnings** Before the Employer deems it necessary to censor an employee in a manner indicating that discipline or dismissal may follow, the Employer must conduct a fair investigation and hearing within 10 days and review and weigh all evidence and provide full disclosure to the union. The Employer shall, within five (5) days thereafter, give written particulars of such censor to the secretary of the Union with a copy to the employee involved. Whenever the Employer deems it necessary to censor an employee, it shall be done in the presence of a steward or a Union officer in private. The employee shall be entitled to file a written response to any written censor in which such response shall form part of the record.
- 15.02 **Discharge Procedure** – An employee may be suspended or discharged, but only for just cause. When an employee is suspended or discharged, 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.
- 15.03 **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 12.04 Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- 15.04 **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 her former position without loss of seniority and shall be compensated for all time lost in an amount equal to her 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.
- 15.05 **Employee File** – An employee, upon request and during normal office hours, shall be given an opportunity to review and copy her personal file in the office of and in the presence of the Executive Director or her designate.
- 15.06 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 related disciplinary action in respect to the employee has been recorded during that period.
- 15.07 A suspension, without pay, shall be for a specified period of time not exceeding twenty (20) working days.
- 15.08 Any directives or guidelines issued by the Board of Directors of the company shall be furnished to the union.

- 15.09 Personal information as it relates to any disciplinary action of an employee shall not, without the consent of the employee to whom it relates, be used by the company to discuss with any outside party and/or any other employee of the company.

ARTICLE 16 – SENIORITY

- 16.01 **Seniority** shall mean the total number of hours worked of employment, including any hours paid leave, and excluding overtime hours with the Employer and shall date from the day employment began and shall include service with the Employer prior to certification or recognition of the Union. Seniority shall prevail in promoting, demoting, laying off, recall and transferring employees provided the employee meets the essential requirements of the position and shall operate on a bargaining unit wide basis.

Employees on Workers' Compensation shall continue to accumulate his/her seniority at the rate as they would have they worked. Employees on maternity leave shall continue to accumulate seniority in accordance with the Employment Standards Act at the same rate as had they worked.

An employee shall accumulate his/her seniority while on long-term disability.

- 16.02 **Seniority List** – The Employer shall maintain a seniority list showing the classification, the date upon which each employee's service commenced and the total number of non-overtime hours worked by each employee. An updated list shall be sent to the Union and posted on all bulletin boards in January of each year.
- 16.03 **Loss of Seniority** – An employee shall not lose seniority rights if she is absent from work because of sickness, accident, lay-off or leave of absence approved by the Employer. An employee shall only lose her seniority and cease to be employed by the Employer when:
- (a) she is discharged for just cause and is not reinstated;
 - (b) she resigns and does not withdraw the resignation in writing within five (5) working days;
 - (c) she is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;
 - (d) she fails to return to work within ten (10) calendar days following a recall and after being sent by registered mail a letter to do so, unless the absence is because of sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address; and
 - (e) casuals who within three (3) months refuse to work a shift when offered or who didn't work at all within the three (3) months.
- 16.04 **Transfers and Seniority Outside Bargaining Unit** – No employee shall be transferred to a position outside the bargaining unit without her consent. She shall retain her seniority acquired at the date of leaving the unit but will not accumulate any further

seniority. The seniority will be forfeited upon the employee obtaining regular status outside the bargaining unit. If such employee later returns to the bargaining unit, prior to successfully completing her probationary period, she shall be placed in a job consistent with her seniority.

- 16.05 **Probationary Employee** – Employees hired by the Employer shall serve a probationary period of twelve (12) months or nine hundred (900) hours whichever comes first. During the probationary period, such employees shall be subject to termination without prior notice at the discretion of the Employer and such action shall not be subject to the grievance and arbitration procedures in the contract. After successful completion of the probationary period, seniority shall be effective from the original date of employment.

ARTICLE 17 – VACANCIES, PROMOTIONS AND STAFF CHANGES

- 17.01 (a) When any vacancy occurs for a full-time or regular part-time position or a new position is created within the bargaining unit, the Employer shall post notice of the vacancy for a minimum of seven (7) calendar days. Such notice shall be forwarded to the recording-secretary of the Union.
- (b) Employees who choose to work in a lower class or work in a class or position that offers fewer hours, to avoid a lay-off, shall have the first opportunity to fill an opening in the employee's former position, in order of seniority, without the necessity of posting in according with Article 17.01 (a).
- (c) All temporary assignments for full and part-time employment shall be posted for a minimum of seven (7) calendar days. Positions may be awarded based on seniority but the Employer reserves the right to award temporary assignments to the applicants who meet the essential job requirements.
- 17.02 **Information on Postings** – Such notice shall contain the following information: nature of position qualifications; required knowledge and education; experience; skills, wage or salary rate or range; shift; and hours of work.
- 17.03 (a) The Employer will review all applications on the basis of seniority, as defined in Article 16.01, and essential qualifications and select the applicant with the greatest seniority from among those who meet the essential job requirements as posted;
- (b) Nothing in this clause shall prevent the Employer from assigning an employee a temporary appointment to a position that has been posted. However, no final appointment to a regularly scheduled job shall be made until the job posting period of seven (7) calendar days has elapsed and all applications have been considered. The Employer will inform the Union and all applicants of the name of the successful applicant on the bulletin board in each of the homes. Unsuccessful applicants will be given reasons; and
- (c) It is fully understood that an application made under this article does not automatically give the applicant a right to the job nor obligate the Employer in any way other than give serious consideration to the applications received. No outside

applications will be considered until inside applications have been considered and rejected.

- 17.04 **Trial Period for Employees who have completed the Probationary Period** - The successful applicant shall be placed on trial for a period of three (3) months. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds herself unable to perform the duties of the new job classification, she shall be returned to her former position. Any other employee promoted or transferred because of the rearrangement of positions, shall also be returned to her former position without loss of seniority and former wages or salary and without recourse to the grievance or arbitration procedures of this contract.
- 17.05 Without the necessity of posting when an employee, who has become incapacitated by a handicap, an illness, advancing years or temporary disability, is unable to perform her regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with her ability, capacity or age. The Employer shall not displace any other employee other than a probationary employee from her position in order to effect his relocation and shall be determined by the Employer and the employee and the union as described in the Human Rights Act.

ARTICLE 18 – LAY-OFF AND RECALLS

- 18.01 A lay-off shall be defined as a reduction in the work force arising from a shortage of work or a reduction in the normal hours of work for employees.
- 18.02 The Employer agrees to lay-off employees in the reverse order of seniority within the job classification
- 18.03 When recalling employees after lay-off, those last laid off will be first to be recalled in the order of their seniority provided that the employee has the essential qualifications to do the work that is available.
- 18.04 In the event of a reduction in the work force, the least senior employees will be laid off and senior employees affected by the reduction will be assigned the work made available by such lay-off subject to paragraph 16.01.
- 18.05 Before new employees are hired, the Employer agrees to recall employees on lay-off provided they have the necessary qualifications to do the work that is available.
- 18.06 **Notice of Lay-Off** – Except in emergencies or the case of a lay-off due to the temporary absence of a resident, the Employer shall provide, in the case of employees with less than five (5) years seniority, two (2) weeks' notice of a lay-off and in the case of employees with five (5) years or more seniority, four (4) weeks' notice of a lay-off. In those cases where the lay-off is due to an emergency or due to the temporary absence of a resident, three (3) days notice shall be given to the affected employees.

- 18.07 **Grievance on Lay-Offs** – Grievances concerning lay-offs, due to a reduction in the working force, shall be initiated at Step 2 of the grievance procedure.
- 18.08 No employee on a temporary assignment shall be entitled to bumping rights on the termination of an assignment. All employees exiting a temporary assignment shall return to their original position.

ARTICLE 19 – HOURS OF WORK

- 19.01 (a) The regular hours of work shall be seven and one-half (7.5) hours in any one-day exclusive of the meal period. The meal period shall not be less than thirty (30) minutes and should be scheduled between the hours of 11:00 a.m. and 1:00 p.m., 5:30 p.m. and 7:30 p.m. and at a convenient time during the night shifts as the case may be in accordance with their duties and the immediate needs of their residents.
- (b) A regular workweek shall consist of thirty-seven and one half (37.5) hours of work.
- (c) Hours incurred in the course of a training event held outside of an employee's scheduled hours of work do not constitute hours of work for the purpose of 19.01 (b) and the employee will be paid at her regular hourly rate or provided equal time off.
- (d) No full-time employee shall work in excess of five (5) consecutive days unless by mutual agreement between the Employer and employee. However, no employee shall be permitted or required to work more than seven (7) consecutive days without two (2) scheduled days off
- (e) If the Employer intends to change the existing patterns of work, either in its own initiative or in response to an employee request, the matter shall be subject of joint consultation as provided in Article 10. If, following the joint consultation, the Employer decides to change the existing patterns of work, the Union and the employees concerned shall be given two (2) weeks' notice in writing.
- (f) No part-time employee shall be required to work more than thirty-seven and one half (37.5) hours per week. As far as possible each part-time employee shall be scheduled for two (2) consecutive days off each week.
- (g) Where rotation from one shift to another is required, the rotation shall be divided as equitably as practical among employees performing the work. Such rotation shall not apply to employees hired for permanent evening or night shift or to those who by mutual agreement between the employee and the Employer are assigned to work evening or night shift.
- (h) In residences where the day shift commences at different times during the day and/or where employees are required to rotate from one shift to another, such shifts shall be divided as equitably as practicable.

- (i) Employees working seven and one-half (7.5) hour shifts shall receive a thirty (30) minute paid meal period if required and approved by the Employer to remain in the house during their meal period.

19.02 **Hours of Work Schedule**

A work schedule for full-time employees and regular part-time employees stating the days and shifts of employee's normal hours of work and scheduled days off shall be posted two (2) weeks in advance on a designated bulletin board.

The Employer shall not alter a posted schedule without prior consultation with the affected employees.

- 19.03 **Compressed Work Week** – For the compressed work week, refer to the provisions set out under Schedule “B” shall apply to the affected employees. All other items and conditions of this agreement not specifically set out in Schedule “B” apply with the necessary modifications.

- 19.04 **Rest Periods** – All employees shall be permitted a fifteen (15) rest period in the first half and a fifteen (15) minute rest period in the second half of a shift to be in accordance with their duties and the immediate needs of the residents.

- 19.05 Unless otherwise mutually agreed, no employee shall have less than sixteen (16) hours off between shifts.

- 19.06 The Employer shall provide and pay to all new Employees time to review policies and procedures with a supervisor during orientation period.

ARTICLE 20 – OVERTIME

20.01 **Overtime Defined**

- (a) All work performed while on vacation, holidays or on scheduled days off shall constitute overtime, except in the case of a training event;
- (b) Except as provided S.20.01(a) All work performed in excess of forty-two (42) hours per week shall constitute overtime.

20.02 **Compensation for Overtime**

- (a) If an employee is authorized to work and does work overtime, he/she will be compensated by pay at time and one half the regular rate of pay or time off in lieu at straight time.
- (b) The employee shall advise the Employer of which option she chooses and the time off option must be exercised within thirty (30) days of the overtime, except by mutual agreement between the employee and the Employer.

- 20.03 **Overtime for Part-time Employees** - Part-time employees working more than forty-two (42) hours per week shall be entitled to compensation as in 20.02.
- 20.04 **Allocation of Overtime** – Unscheduled work hours will be allocated on the basis of seniority bargaining unit wide: firstly, to all part-time employees with awarded positions that were scheduled to work less than forty-two (42) hours in the work week; secondly, to all part-time casual employees without an awarded position who have worked less than forty-two (42) hours in the work week, and lastly, to all employees who were scheduled to work forty-two (42) hours in the work week on a rotating call in list. For instances of cancellation of accepted shifts by Part time or Casual employees, those employees would forfeit their seniority, re: allocation of overtime, for the following month.

ARTICLE 21 – HOLIDAYS

- 21.01 **List of Holidays** – The Employer recognizes the following as paid holidays:

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

All other days proclaimed as holidays by the Governor-General of Canada or the Lieutenant-Governor of the Province of New Brunswick.

21.02 **Holiday Pay**

- (a) Within each home the Employer recognizes the value of time off during holidays, therefore the union agrees part time employees will be scheduled during holidays and will offer full time staff in order of seniority to fill as close to their shift as possible. If the employer is required to fill these shifts, due to lack of interest, the Employer will schedule in reverse order of seniority. If a holiday falls on an employee's scheduled day off, she shall be given an alternate day off with pay. If a full-time employee is scheduled to work on a holiday, she shall be paid time and one half (1.5) the regular rate for all hours worked; and
- (b) An alternative day off shall be given immediately preceding or following her regular day off unless otherwise mutually agreed upon between the Employees and the Employer. If the alternative day off is not given within sixty (60) days, payment shall be made at 1.5 times the regular rate.
- (c) All part-time employees shall be entitled to statutory holiday pay to be paid bi-weekly in the amount of three (3) percent of their gross regular wages.
- (d) Notwithstanding anything else set out in this article, no employee shall receive holiday pay at a rate less than that set out in the Employment Standards Act.

- (e) Employees on a full-time temporary assignment (37.5 hours per week) shall have the option to have statutory holidays off with pay OR refer to Article 23 for other option.
- (f) The Employer recognizes that all part-time employees shall receive one and one half times their hourly rate for working on the following holidays:

New Year's Day, Canada Day, Labour Day, Christmas Day, Good Friday, New Brunswick Day, Thanksgiving Day, Remembrance Day and Victoria Day.

- 21.03 **Qualifying for Holiday Pay** – For all new employees to be eligible for holiday pay, an employee must have worked for ninety (90) days prior to the scheduled holiday and have worked the day immediately preceding and immediately following the scheduled holiday, unless such absence occurs during an approved paid leave of absence. For all other employees to be eligible for holiday pay an employee must have worked the employee's last scheduled day prior to the holiday and the employee's first scheduled day following the holiday, unless such absence occurs during an approved leave of absence. Covered by Article 24.

ARTICLE 22 – VACATIONS

22.01 Length of Vacation

- (a) Every full-time employee who has completed her probationary period shall be entitled to vacation on the basis of 5/6 days per month of continuous service at 4% of gross earnings for the year.
- (b) Every full-time employee having one year, but less than four (4) years, shall be entitled to two (2) weeks at 4% of gross earnings for the year vacation as earned;
- (c) Every full-time employee having four (4) years to ten (10) years of continuous service shall be entitled to vacation of three (3) weeks.
- (d) Every full-time employee having 10 – 18 years shall be entitled to vacation-of four (4) weeks.
- (e) Every full-time employee having more than 18 years shall be entitled to vacation of five (5) weeks.
- (f) Every full-time employee having more than 25 years of continuous service shall be entitled to six (6) weeks vacation.
- (g) All part-time/casual employees shall be entitled to vacation pay paid bi-weekly in the amount of 4% of their gross wages per pay period for less than (eight) 8 years service, 6% for (eight) 8 years or more of service.
- (h) All part-time employees with awarded positions may chose to accrue vacation pay as per (g).

- 22.02 **Holidays During Vacation** – If a paid holiday falls or is observed during the employee's vacation period, she shall be granted an additional day's vacation for each holiday in addition to her regular vacation time.
- 22.03 **Vacation Pay on Termination** – An employee, whose employment is terminated for any reason, shall be paid with her final pay an amount of money equivalent to any vacation that may have accrued to her benefit in accordance with Article 22.01.
- 22.04 (a) Part-time employees may elect to take a leave of absence without pay, not exceeding 37.5 hours annually, as their vacation leave entitlement under the provisions of this article.
- (b) The Employer shall post, no later than January 15th of each year, a list on which employees will indicate their choice of vacation.
- (c) The employees shall have until March 1 to indicate their choice of vacation.
- (d) The Employer will make every reasonable effort to grant chosen vacations. Approved vacations shall be granted based on seniority and a list of the same shall be posted no later than April 1st and shall not be changed unless mutually agreed.
- (e) Only one employee per residence may take vacation during the period of December 15 to December 31 in accordance with seniority.
- 22.05 **Calculation of Vacation Pay** – Vacation pay shall be calculated on the employee's gross earnings for the vacation year in which it was earned. Prior to exercising vacation leave employees will receive their vacation pay providing management is if given fourteen (14) days notice.
- 22.06 **Vacation Year** – The vacation year shall be from April 1st to March 31st of the next year. Vacation may not be carried over unless approved by the employer or if an employee is unable to take their vacation due to the operational requirements of the Employer, within the vacation year, they shall be paid at straight time in accordance with their pay rate. Employees unable to take vacation by reason of absence due to an approved leave shall be entitled to carry forward unused vacation time.
- 22.07 An employee hospitalized or sick at home for three (3) consecutive days or more during her vacation period will qualify for use of sick leave credits upon presentation of a doctor's certificate, providing the Employer is notified during the illness. The portion of her vacation while the employee was hospitalized or sick shall be rescheduled later in the vacation year.
- 22.08 **Assignment of Vacation Coverage** – The Employer shall assign vacation coverage for full-time employees in a fair and equitable manner. Assignment shall be based on seniority firstly among the part-time employees with awarded positions and lastly to casual part-time employees. The Employer shall ensure that vacation assignments are done in a fair and equitable manner.

- 22.09 **Vacation Carry Over** – Employees will be entitled to carry over a maximum of seventy-five (75) hours vacation credits to the subsequent year only with approval of the Employer. No request will be unreasonably denied.

ARTICLE 23 – SICK LEAVE PROVISIONS

- 23.01 **Amount of Sick Leave** – Each employee in the bargaining unit who has attained seniority shall accumulate sick leave credits at the rate of 7.5 hours the first day of the month to a maximum of 525 hours.
- 23.02 (a) Deduction from sick leave – A deduction shall be made from the accumulated sick leave credits for each working hour (exclusive of holidays) that the employee is absent on sick leave as defined in Article 23.01. Seven and one half (7.5) constitutes a working day.
- (b) All part-time employees who have regular scheduled hours can choose to be reimbursed for sick leave benefits at the rate of pay of 2% on each hour worked or as per Article 23.01.
- (c) Employees may take up to three (3) paid sick leave days per year to meet responsibilities of a person in a close family relationship.
- (d) Employees on full-time temporary assignments as per Article 23.01.
- (e) **Wellness Days** – Each full-time employee shall be entitled to a maximum of 3 (three) wellness days per year at seven and a half (7.5) per day or twenty two and a half (22.5) for three (3) days. These days cannot be taken together, cannot be taken in conjunction with vacation days, statutory holidays or during the dates of December 15 to January 1st. These days cannot be carried over in to the next calendar year. Part-time employees with positions shall be given 1 (one) day seven and a half (7.5) per year. Employees should give the Employer at least twenty-four (24) hours notice except in an emergency situation. Management will make every reasonable effort to cover an employee's request but staffing must be available to accommodate the day off.
- 23.03 **Investigation of Sick Leave**
- (a) 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, the employee shall be notified in advance on an individual basis that a doctor's certificate will be required for future absences. The Employer will review the affected employee's situation annually and advise the employee as to whether the requirement shall continue.
- (b) If an employee's illness is in excess of three (3) consecutive working days, the employee shall be required to submit proof of illness from a medical practitioner. The Employer will pay for all medical documentation requested.

- 23.04 Prior to an employee returning to work after a health related illness including but not limited to back injuries, surgery, physiotherapy and other related illnesses and procedures, the employee shall submit a physician's certificate stating the employee's ability to return to her full and active duties.
- 23.05 **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. In the case of a work related accident, the employee shall, where possible, report the accident to the supervisor immediately following the occurrence of the accident and in no case later than 24 hours following the accident. All documentation must be completed at the same time or as soon after the accident as is practically possible.
- 23.06 **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 the month, but the employee shall maintain any sick leave credits if any exist at the time of such leave or lay-off, upon her return to work.
- 23.07 **Sick Leave Credits** – The Employer will keep a record of all unused sick leave. An employee is to be advised on application of the amount of sick leave accrued to her credit.
- 23.08 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.
- 23.09 (a) Sick leave shall be granted for medical or dental appointments that cannot be arranged outside of an employee's normal working hours. Employees are required to make every reasonable effort to arrange for such appointments outside of their normal working hours. The employee shall notify the Employer of the time of the appointment at the time it is arranged; and
- (b) Whenever the Employer requests a medical certificate, the Employer will reimburse the employee for the reasonable cost of the service upon receipt of invoice.

ARTICLE 24 – LEAVE OF ABSENCE

24.01 Union Business

- (a) The Employer shall grant leave of absence, without pay, upon request to employees elected or appointed to conduct Union Business. The total number of day's leave of absence given to all employees making such a request shall not exceed 15 days cumulative annually. It is understood that such leave will only be granted when it can be arranged recognizing the safe and efficient operation of the establishment. The Union shall give seven (7) days prior notice for requests for staff coverage whenever possible. Two employees from the same residence shall be entitled to leave of absence at the same time for this purpose to a maximum of three (3) employees at any one time for the same purpose, and

- (b) The Employer shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 24.01 (a). The Union shall then reimburse the Employer within thirty (30) days invoicing of the account.

24.02 **Bereavement Leave**

An employee shall be entitled to bereavement leave with pay at his/her regular rate follows:

- (a) For a maximum of seven (7) consecutive days, starting the day following the death of an employee's mother, father, spouse, son, daughter, brother, sister, step child, step parent, persons acting in loco parentis or a relative living in the household of the employee, provided that pay shall not be given for any seven (7) days which falls on a holiday or which does not fall on a regular working day. If the burial does not occur immediately, the employee shall use one (1) of the seven (7) days to attend the interment.
- (b) For clarification purposes of this Article, a spouse shall mean a husband or a wife, it shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee's partner. The employer shall approve additional unpaid leave of absence when necessary;
- (c) For a maximum of three (3) consecutive days, starting the day following the death of the employee's grandparents, grandchildren, mother/father-in-law, daughter/son-in-law, brother/sister-in-law, provided that such employee attends the funeral and provided that pay shall not be given for any such three days which falls on a holiday or which does not fall on a regular working day;
- (d) One (1) day shall be granted to grieve in the event of the death of the employee's aunt, uncle, or spouse's grandparents provided provided that pay shall not be given for such day which falls on a holiday or which does not fall on a regular working day.
- (e) An employee who is on vacation or suffers a loss under this Article shall be entitled to use his/her bereavement leave and have his/her vacation rescheduled.

24.03 **Maternity Leave** – An employee, entitled to maternity or parental leave provisions of the Employment Insurance Act, intending to take a leave of absence under this section shall:

- (a) Advise her Employer four (4) months before the projected date of delivery or as soon as her pregnancy is confirmed, whichever is the latter, her intent to take leave and the anticipated commencement date in the absence of an emergency.
- (b) In the absence of an emergency, give two (2) weeks notice to the Employer of the commencement date of leave.
- (c) The Employee may wish to continue up to the expected date of delivery and may do so if, in the opinion of her physician and the Employer, she is able to fulfill her normal job responsibilities.

- (d) An early return to work following delivery will require a medical certificate indicating that the employee is medically fit for work.
- (e) Following the period of maternity leave, the employee will normally return to her former position. If this is not possible, she will be placed in an equivalent level of position.
- (f) A period of maternity leave may be extended by applying for an unpaid leave of absence under Article 24.06 or by taking vacation time, if approved by the Employer.
- (g) An employee shall be granted maternity leave without pay and loss of seniority consistent with the Employment Insurance Act.

24.04 **Parental Leave** shall be as per the Employment Insurance Act

- (a) The Employer shall, upon the request of an employee who is the natural parent of a newborn or unborn child who is or will be in the employee's care and custody, grant the employee a leave of absence without pay of seven (7) consecutive calendar days or such shorter period at the employee's request.
- (b) A leave of absence granted under this article shall commence not earlier than eleven (11) weeks before the specified date of delivery and end not later than eighteen (18) weeks following the day of actual delivery.
- (c) An employee intending to take a leave of absence under this section shall produce a medical certificate specifying the approximate date of delivery and, in the absence of emergency, give two (2) weeks notice to the Employer of the commencement date of the leave.

24.05 **Jury Duty** – The Employer shall grant leave of absence, without loss of seniority, to an employee who served as a juror. The employer shall pay such an employee the difference between her normal earnings and the payment for traveling, meals or other expenses or other expenses. The employee will present proof of service and the amount of pay received.

24.06 **General Leave**

- (a) The Employer may grant leave of absence, without pay and without loss of seniority, to an employee who has requested such leave of absence, in writing, one (1) month prior to the absence;
- (b) In the event of an emergency, the Employer shall grant temporary leave of absence to an employee for good and sufficient cause. An emergency shall constitute an unforeseen and unexpected occurrence that renders the employee unable to perform the duties of employment.
- (c) The Employer shall not unreasonably withhold approval.

- (d) An employee on general leave of absence may maintain the health benefits provided he/she pays 100% of the cost.
- 24.07 **Compassionate Care Leave** – The Employer recognizes that, due to unexpected circumstances, an employee may be required to support/care for a family member who is gravely ill and who is at risk of death within twenty-six weeks. Care or support to a family member means providing psychological or emotional support or arranging for a third party or directly providing or participating in the care. The Employer shall issue a Record of Employment to enable the employee to receive up to six (6) weeks of employment insurance benefit under Compassionate Leave Benefits under the EI Act.
- 24.08 **Inclement Weather** – Any employee, who having made every reasonable effort to report for duty during the course of a storm and had 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 her regular days off or rescheduled statutory holiday under section 21.02 statutory holidays, if staffing patterns permit.
- 24.09 **Educational Leave** – Leave of absence, with pay and without loss of seniority, shall be granted to allow employees time to write examination with respect to courses approved by the Employer to improve qualifications in the service.
- 24.10 **Workers' Compensation and Long Term Disability** – The Employer shall grant a leave of absence without pay and without loss of seniority to any employee receiving Workers' Compensation and Long Term Disability Benefits. Under this subsection, employees shall lose seniority and cease to remain an employee of the Employer upon being retrained for a position outside of the Employer's operation or in accordance with deeming concept.

ARTICLE 25 – PAYMENT OF WAGES AND ALLOWANCES

25.01 Pay Days

- (a) The Employer shall pay salaries bi-weekly, every other Thursday, in accordance with Article 25. On each pay day, each employee shall be provided with an itemized statement of her wages and deductions. Pay stubs may be picked up at the residence or head office, they will not be mailed.
- (b) When the regular pay day prior to such holiday, the pay day shall be the last banking day prior to such holiday.
- (c) Prior to pay day, cheques and statements shall be made available to the Employees at the residence or head office at 1:00 p.m.
- (d) If an error is made on a pay, cheque or a transfer of funds, in excess of thirty-five dollars (\$35.00), the same shall be rectified by the Employer within twenty-four (24) hours of the reporting of such shortage.

- 25.02 **Travel Expenses** – No employee shall use a personal vehicle for transporting residents without first obtaining the approval of a supervisor in which case the employee shall be reimbursed at the rate of \$0.40 per kilometer. As a condition of employment, the Employer shall not require the employee to own an automobile. Employees who choose to use their personal vehicle for transporting residents must carry a minimum of \$1,000,000.00 liability insurance and provide evidence of such to the Employer.
- 25.03 **On Call Pay** – When an employee is advised that she is “on call”, that is immediately available by direct telephone contact, she shall be paid their hourly rate per seven and one half (7.5) hours required to be “on call”.
- 25.04 **Educational Allowance** – The Employer shall cover the costs of all employment training for all employees. It is recognized that there are instances where it is reasonable for the Employer to bear part of the cost of non-mandatory courses. Employer contribution to courses taken by the employee will only be made to those that are successfully completed.
- 25.05 **Taxi Allowance** – when an employee, other than part-time employee is called into work, when not scheduled between 11pm and 7am the Employer shall arrange for transportation to and from the home of the employee by taxi.
- 25.06 When an employee is assigned the principal duties that characterize a higher classification, she shall be paid at the same pay step of salary scale of the higher classification as she was paid in her previous position. Pay at the new rate shall commence immediately upon assignment. Any employee temporarily assigned to a lower classification shall not have her pay reduced.
- 25.07 When a full-time employee who has left the workplace is called back to work or when a full-time employee is “on call” and is called back to work, she shall be paid a minimum of three (3) hours pay at her regular rate unless otherwise to overtime in accordance with Article 20.01.
- 25.08 The Employer shall reimburse any reasonable property loss or damage suffered by an employee, caused by a client, without cost to the employee, providing there has been no negligence on the part of the employee and provided such loss or damage is reported immediately to the supervisor in writing.
- 25.09 **Registered Retirement Savings Plan**
- (a) The Registered Retirement Savings Plan package shall be available to all full-time employees on a voluntary basis.
 - (b) The Employer shall contribute one and half (1.5) percent of regular wages toward the plan for each participating employee.
 - (c) The employee shall equally contribute one and half (1.5) percent of their regular wages. Nothing in this clause shall prevent an employee from exercising their option to increase their contribution to the plan.

- (d) Employer contributions towards the Registered Retirement Savings Plan benefit will cease during the term of general leave of an employee as all contributions are based on earned income.

ARTICLE 26 – BENEFITS

- 26.01 The present medical, dental, hospital, life insurance and long-term disability coverage with the Chambers of Commerce Group Insurance Plan shall remain in effect during the term of this agreement with the Employer/Employee sharing the cost of the premiums on a 50/50 basis unless otherwise mutually agreed between the Employer and the employee. All group benefits, with the exception of life and dependent life insurance, terminate on the last day worked. Insurance benefits shall continue for a period of thirty (30) days following the last day worked.
- 26.02 (a) If employees on maternity leave, Workers' Compensation or Employment Insurance Medical Benefits wish to maintain their benefit plan, the employee shall make arrangements with the Employer to pay the Employee's share of the benefits premium. Such arrangement shall be made within thirty (30) days following the commencement of leave to avoid cancellation.
- (b) Employees on LTD shall have their benefits covered by the Employer at 50% of the costs based on the period of employment:
- | | | |
|----------------------|---|-----------|
| 3 months to 5 years | - | 6 months |
| 5 years to 10 years | - | 12 months |
| 10 years to 20 years | - | 18 months |
| 20 years or more | - | 24 months |
- (c) An Employee who is absent from work for any two weeks without pay shall make arrangements with the Employer to pay the Employee's share of the Benefits Plan premiums as per Article 26.01.
- After those time periods, the employee shall have the option to full coverage at 100% of the cost.
- 26.03 The Benefit Plan including medical, dental, hospital, life insurance and long-term disability coverage are mandatory for all employees who regularly work 37.5 hours or more per week and shall commence ninety (90) days following the commencement of employment. An employee shall be required to carry only life insurance and long-term disability if proof of coverage on an existing plan is provided to the Employer.
- 26.04 (a) If any legislation results in greater rights or benefits than are in effect under this agreement, such rights or benefits shall be deemed to form part of and be applicable to the agreement.
- (b) In the event that any law passed by the Legislature of the Province, applying to individuals covered by this agreement, renders null and void any provisions of this agreement, the remaining provisions of the agreement shall remain in effect for the

term of this agreement and the parties to this agreement shall negotiate a mutually agreeable provision to be substituted for the provisions so rendered null and void. Should such negotiations fail to achieve agreement, the parties shall submit the matter to binding arbitration under the Industrial Relations Act.

ARTICLE 27 – JOB CLASSIFICATION

27.01 It is recognized that the responsibilities of each of the shifts are of equal value; therefore, every employee should be compensated at an equal rate of pay. Effective on the signing of this agreement, all employees shall be classified as Residential Care Worker.

27.02 Cost of Living Increases and/or New Funding

The Employer agrees that on June 1st (or there about) of each year of the collective agreement, the Parties will meet to discuss any new funding or increases within the funding base and a method of passing a portion of any increase on to the employees so as to provide a fair and reasonable wage increase.

27.03 The Employer agrees to draw up job descriptions for all positions and Classifications within one hundred and twenty (120) 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 represents written objections within sixty (60) days.

27.04 New Employees will be provided with a copy of their job description at their Orientation. Existing Employees will receive a copy of their description upon request.

ARTICLE 28 – HEALTH AND SAFETY

28.01 Both parties agree that the N.B. Occupational Health and Safety Act shall apply to this agreement.

28.02 The Employer recognizes its responsibility to take reasonable precautions to protect the safety, security and dignity of its residents and employees. Therefore, when making assignment, management will use discretion and consideration at all times.

28.03 Both parties agree to maintain the Workplace Health and Safety Committee. The Committee will consist of equal representation from both parties, with representation from each house. The Committee shall meet monthly and shall be recorded with minutes to be distributed to all houses within fifteen (15) days after each meeting. All incident reports shall be furnished to the Committee for investigation and resolution if deemed necessary by any member.

ARTICLE 29 – JOB SECURITY

- 29.01 The Employer agrees that no bargaining unit work shall be contracted-out, in whole or in part, to any person, company or non-bargaining employee including sale, transfer or lease.

ARTICLE 30 – GENERAL CONDITIONS

- 30.01 **Bulletin Boards** – The Employer agrees that the Union may post notices on bulletin boards supplied by the Employer for this purpose located in each residence. The Union recognizes that the place of employment is also the home of the residents and recognizing the sensitive needs of the residents and, in this context, only will exercise discretion in posting notices. These boards will be used solely for posting by the Union.
- 30.02 The printing of this agreement shall be the joint responsibility of the Union and the Employer. The printing of the agreement shall be done in a booklet format at the cost of the printing will be shared equally by both parties.

ARTICLE 31 – TERM OF AGREEMENT

- 31.01 The agreement shall commence April 1, 2018 and continue to March 31, 2021 and shall automatically be renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement.
- 31.02 **Notice of Change** – Either party desiring to propose changes or amendments to this agreement shall, between the period of thirty (30) to sixty (60) days prior to the termination days, 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 of 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.
- 31.03 **Agreement to Continue in Force** – Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in force and effect until such time as an agreement has been reached in respect to a renewal, amendment or substitution thereof or until such time as a dead lock is declared under the *Industrial Relations Act*.

ARTICLE 32 – ESSENTIAL POSITIONS

- 32.01 The parties agree to establish a committee to determine essential positions at each residence at the first reasonable opportunity prior to a lawful strike. Any position determined to be essential shall be filled on a rotation basis from a list of all employees provided by the union.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 In this article, technological change means any significant change that the Employer may introduce in methods or machines that require new or greater skills than possessed by employees under present methods of operation.
- 33.02 The Employer agrees to provide at least thirty (30) calendar days notice to the Bargaining Unit of a significant change in employment status of an employee resulting from the introduction of any major technological change.
- 33.03 **Retraining** – The Employer shall provide an affected employee, at the Employer's reasonable expense, a period not exceeding three (3) calendar months to acquire the skills necessary to function in the new method of operation.

ARTICLE 34 – FUNDAMENTAL CHANGE

- 34.01 The parties further agree to support in principle the greater utilization of community resources to ensure maintenance of optimum services.

The parties further recognize the continuing shift in policies towards the nature of care and provision of services with respect to enhancing the independence and opportunities of residents. Should the Employer begin to operate homes under a new model of care that is fundamentally different from a group home model, the parties shall forthwith create a new classification(s) of employees and begin to negotiate employment for the new classification. Thereafter the terms and conditions set out in this agreement that are inapplicable under the new model shall not apply to employees working under the new model.

- 34.02 **Closure of Facilities**

In the event of the closure of facilities of the Employer, which may cause the displacement of employees, the Employer agrees to give the Union at least 60 days notice of such change and further agrees to consult with the Union with a view to ensuring continuing employment for the employees so affected.

The Employer agrees to make every reasonable effort to find alternate employment displacement by the closure of facilities within other facilities, which are covered by this agreement, and/or other facilities that will be assuming the functions previously carried out by the displaced employees in the affected facility.

Those displaced employees who indicate to the Employer their desire to assume alternate employment in another facility shall be granted preference in hiring over all outside applicants for any vacancies which arise for which they are qualified in any facility covered by this agreement or any facility which will be assuming the function previously carried out by the displaced employees in the affected facility.

This agreement constitutes the completed understanding between the parties and supersedes all previous agreements both written and oral.

LETTER OF UNDERSTANDING

All part-time employees with scheduled positions have the responsibility of providing coverage for all holidays. Should a part-time employee not provide coverage for any two (2) of those holidays within a calendar year, they may lose their part-time awarded position.

Signed this day of Oct 16th, 2019

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC


ROSEMARY GALBRAITH


DENISE O'DONNELL


JENNIFER ROBERTS

ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


TINA MCGRAW

SCHEDULE "A" - WAGES

		Base Rate	April 1, 2018 0 %	Oct 16, 2019 3%	April 1, 2020 2%
Residential Care Worker	Present				
Full-Time	Base rate \$15.05	\$15.05	\$15.05	\$15.50	\$15.81
Part-Time with an awarded position (over 8 years continuous service)	*Inclusive rate \$	\$15.05	\$16.86	\$17.36	\$17.71
Part-Time with an awarded position (under 8 years continuous service)	*Inclusive rate \$	\$15.05	\$16.56	\$17.05	\$17.39
Part-Time Casual	*Inclusive rate \$	\$15.05	\$16.56	\$17.05	\$17.39

* As of date of signing, Part-Time and Part-Time Casuals will have base rate plus sick time of 2%, statutory of 4% and vacation of 4% or 6% if over 8 years.

Pay rate increases are based on pay equity payment from Department of Social Development.

SCHEDULE "B" - COMPRESSED WORKWEEK

ARTICLE A – HOURS OF WORK

- A.01 The regular daily hours of work shall be eleven and one-quarter (11.25)-per shift
Employees working eleven and one quarter (11.25) shifts shall receive seventy-eight and three quarters (78.75) scheduled hours averaged over a fourteen (14) day period
- A.02 Meal periods shall not be less than forty-five (45) minutes in each shift.
- A.03 No full-time employee shall be required to work more than four (4) consecutive calendar days unless otherwise mutually agreed. Each employee shall receive two (2) consecutive days off each week.
- A.04 Three (3) rest periods of fifteen (15) minutes in length shall be permitted during each full shift.
- A.05 Shall receive forty-five (45) minutes paid meal period if required and approved by Employer to remain in the house during meal period.
- A.06 Except by mutual agreement between the Employer and the employee, time off between rotating shift changes shall not be less than twelve (12) hours.

ARTICLE B – OVERTIME

- B.01 Any work performed while:
- (a) on vacation;
 - (b) on holiday;
 - (c) on a scheduled day off;
 - (d) in excess of four (4) consecutive work days, unless otherwise mutually agreed;
 - (e) in excess of eighty-four (84) hours bi-weekly
 - (f) within excess of the twelve (12) hours of a previously worked shift as provided in clause 20; shall constitute overtime.

ARTICLE C – HOLIDAYS

- C.01 Employees working the compressed workweek shall have their holidays based on eleven and one quarter (11.25) hours per holiday.

ARTICLE D – VACATIONS

- D.01 Every full-time employee who has worked less than four (4) years shall be entitled to her vacation with pay at her regular rate calculated on the basis of 6.25 hours per month (4% of gross earnings) to a maximum of 75 hours annually.
- D.02 Every full-time employee having four years or more shall be entitled to vacation with pay at her regular rate calculated on the basis of 9.38 hours per month (6% of gross earnings) to a maximum of 112.5 hours annually.
- D.03 The cut-off date for earned vacation shall be March 31st of each year.
- D.04 All part-time/relief employees shall be entitled to vacation pay paid bi-weekly in the amount of four (4%) percent of their gross wages per pay period.
- D.05 All part-time employees may elect to take a leave of absence without pay not exceeding thirty-seven and one-half (37.5) hours annually as their vacation leave entitlement.

SIGNING

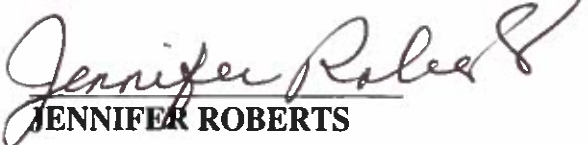
IN WITNESS WHEREOF, the parties have signed this 16 day of October 2019.

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC


ROSEMARY GALBRAITH


DENISE O'DONNELL


JENNIFER ROBERTS

ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


TINA MCGRAW

LETTER OF AGREEMENT

Annual General Meeting


The parties agree that all members of CUPE Local 3497 shall be invited and allowed access to the Annual General Meeting of the Board.

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC


ROSEMARY GALBRAITH


DENISE O'DONNELL


JENNIFER ROBERTS

ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


TINA MCGRAW

LETTER OF AGREEMENT

Between
CUPE Local 3497
and
Independence Plus Inc.

Re: Pay Equity Act, 2009 – Joint Job Evaluation Study

Whereas the Pay Equity Act, 2009 (the “Act”) was proclaimed on April 1, 2010; and

Whereas the employees of Independence Plus Inc., do currently have a non-discriminatory job evaluation system in place to evaluate positions, the parties undertake the following:

The parties agree to work jointly toward implementation of pay equity for the employees pursuant to the provisions of the Act and its Regulations.

The parties agree to meet and determine the process to be followed by the parties with respect to the implementation of the pay equity process pursuant to s. 12 of the Act,

The parties will make every reasonable effort to discuss and agree on the selection of a non-discriminatory job evaluation system and the manner in which the job evaluation is to be applied on or before March 31, 2013 pursuant to s.13 of the Act.

The parties will apply the job evaluation system and endeavour to reach an agreement identifying inequities on or before March 31, 2012 pursuant to s.13 of the Act.

The Employer will incorporate any applicable pay adjustments, as determined pursuant to s.13 of the Act and its Regulations, into wage scales of the Collective Agreement and will make every reasonable effort to start such adjustments when applicable.

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC

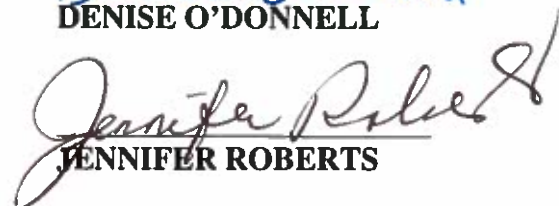
ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


ROSEMARY GALBRAITH


TINA MCGRAW


DENISE O'DONNELL


JENNIFER ROBERTS

LETTER OF UNDERSTANDING

Between
Independence Plus Inc.
&
CUPE Local 3497

Letter of understanding re: Domestic Violence

As it has been recognized by CUPE, employers and Governments nationwide, Domestic Violence is an endemic issue. The employer agrees to follow the legislation as it was introduced and adopted by the New Brunswick government as it appears under the Department of Justice and Public Safety.

In cases where employees are victims of domestic violence, they should access The Intimate Partner Violence Intervention Act.


Signed this day of October 16, 2019

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC


ROSEMARY GALBRAITH


DENISE O'DONNELL


JENNIFER ROBERTS

ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


TINA MCGRAW

LETTER OF UNDERSTANDING

Between

Independence Plus Inc.

CUPE Local 3497

Letter of Understanding Re: Violence in the Workplace Policy

As it has been recognized by CUPE and Employees nationwide in the workplace is an ongoing issue. The Union and the Employer will develop language to support the initiative of dealing with violence in the workplace. The Union and the Employer agree to develop training in these areas jointly at Labour Management meetings. This training will be developed within one (1) year of the signing of the collective agreement.

Signed this day of October 16, 2019

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC

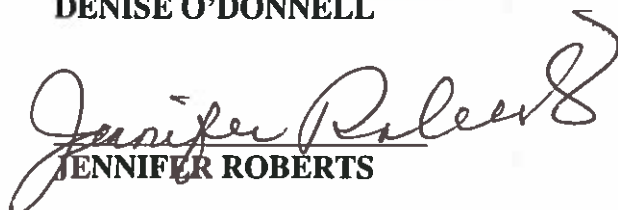
ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


ROSEMARY GALBRAITH


TINA MCGRAW


DENISE O'DONNELL


JENNIFER ROBERTS

LETTER OF AGREEMENT

Between: Canadian Union of Public Employees, Local 3497
(hereinafter called the Union)

And: Independence Plus Inc.
(hereinafter called the Employer)

Subject: Wage Increase for Direct Care Workers Adult Community Care Homes

Whereas, the Employer has received a memo from the Department of Social Development with respect to increasing the daily per diem rate for adult community care homes to provide a wage adjustment for direct care workers;

Whereas, twenty-five cents (.25¢) per hour is being provided as a wage adjustment for direct care workers;

Therefore, The Employer will adjust the hourly wage rate of any classifications in "Schedule A", included in the staffing ratio, from the Department of Social Development and providing direct care within adult community care for all hours worked by twenty-five cents (.25¢) per hour retroactive to April 1, 2018.

This letter of agreement shall form part of the Collective Agreement (expired March 31, 2018)

ON BEHALF OF THE UNION:
Canadian Union of Public Employees


KEITH LEBLANC

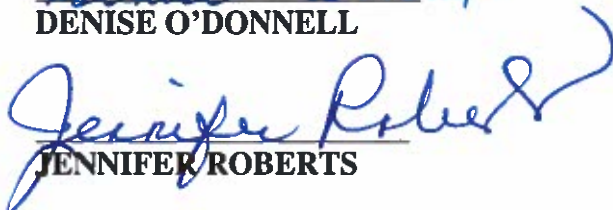
ON BEHALF OF THE EMPLOYER:
Independence Plus Inc.


DAVID BLACK


ROSEMARY GALBRAITH


TINA MCGRAW


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JENNIFER ROBERTS