

R-114-01  
exp. 2025

## **Collective Agreement**

between

**MGHS PEI Limited O/A Riverside Court Retirement Residence**

(Hereinafter known as the "Employer")

and

**CUPE, Local 5064**

(Hereinafter known as the "Union")

Effective: February 1, 2021 to January 31, 2025

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**BETWEEN: MGHS PEI Limited O/A Riverside Court Retirement Residence, Inc.**  
hereinafter called “the Employer”, Party of the First Part;

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5064,** hereinafter called “the Union”, Party of the Second Part.

**PREAMBLE**

It is the purpose of both Parties to this Agreement:

- a) To maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union.
- b) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.
- c) To encourage efficiency in operations.
- d) To promote the morale, wellbeing, and security of all employees in the bargaining unit of the Union.
- e) To record all terms and conditions of employment that have resulted from collective bargaining.
- f) To provide a method of settling grievances or differences which may arise with respect to matters covered by this Agreement; and
- g) Consider the provision of proper care to the residents as the paramount concern of both Parties.

**ARTICLE 1 – MANAGEMENT RIGHTS**

1.01 The Union recognizes and agrees that it is the sole and exclusive right of the Employer to manage the business and direct its working forces, and recognizes that all of the functions, rights, powers, authority, etc. which are not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

**ARTICLE 2 – RECOGNITION**

2.01 The Employer recognizes the Canadian Union of Public Employees and its their Local 5064 as the sole and exclusive Bargaining Agent for all members of the bargaining unit as per New Brunswick Labour and Employment Board Order Number IR-014-11, made on May 3, 2011. The Parties also agree that the following are excluded from the bargaining unit:

- (a) Students on work placement.

2.02 Bulletin Board – The Employer shall provide a bulletin board, which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings. The notices placed on the bulletin board shall contain no derogatory connotation about the Employer or its employees.

- 2.03 The Employer shall not institute policies, rules or regulations that conflict with the terms of this Agreement. Such policies, rules or regulations shall be initiated upon 72 hours notice, in writing, being given to the Union in advance. No employee shall be required or permitted to enter into a verbal or written agreement with the Employer which conflicts with the terms of this Agreement.
- 2.04 Employees outside the bargaining unit shall not perform bargaining unit work except for the purposes of:
- (a) Instruction;
  - (b) Emergency; and
  - (c) When such work has historically been performed by non-bargaining unit employees and will not cause a reduction in the bargaining unit.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 “Employee” shall mean, an employee employed by the Employer as defined in the *Industrial Relations Act* for the Province of New Brunswick and is covered by this Agreement.
- 3.02 “Employees”, irrespective of classification, may be subdivided into the following categories:
- (a) “Full Time” employees shall mean, an employee who is regularly employed to work a normal work week of twenty-five or more hours per week on average over a 12-week period.
  - (b) “Part Time” employees shall mean, an employee who works less than twenty-five hours per normal work week on average over a 12-week period, a portion of which is regularly scheduled.
  - (c) “Casual” employees shall mean, an employee who was hired by the Employer as a Casual employee and works irregular hours and on an as-needed basis.
  - (d) “Temporary” employees shall mean, an employee who fills a Full Time or Part Time position for a defined period in excess of ninety (90) calendar days but is not a regular employee. A Temporary employee may fill a new position for a designated period or a temporary vacancy of a regular position. A Temporary Full Time or Part Time employee shall receive all rights afforded to regular Full Time or Part Time employees as described in this agreement.
- 3.03 “Employer” shall mean, MGHS PEI Limited O/A Riverside Court Retirement Residence.
- 3.04 “Union” shall mean, the Canadian Union of Public Employees.
- 3.05 “Local” shall mean, a Riverside Court Retirement Resident employee’s organization chartered by the Canadian Union of Public Employees, Local 5064.

- 3.06 “Day”, in all cases in this Agreement, where the term “Calendar Day” is not used “work day” will apply.
- 3.07 “Hours of Work” shall mean, actual hours of work employees are required to be on duty.
- 3.08 “Grievance” shall mean, any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement and/or Legislation including any discipline.

#### **ARTICLE 4 – DISCRIMINATION**

- 4.01 The Parties agree that there be no discrimination as defined in the *Human Rights Act*, R.S.N.B., and Chapter H-11.
- 4.02 The Employer and the Union are committed to providing a positive environment for staff. All individuals have the right to be treated with respect and dignity. Each individual has the right to work in an atmosphere which promotes respectful interactions and is free from discrimination, harassment, and aggression on the basis of grounds protected by Human Rights legislation.

The Employer and the Union agree to cooperate with each other in preventing and eliminating harassment. All Parties to this Agreement agree to treat each other with dignity and respect.

The Employer shall post its policy on Respectful Workplace and Anti-Harassment. Employees have the right to work in a respectful workplace free from disrespectful behaviour, discrimination, and harassment. All employees are expected to uphold and abide by this policy.

- 4.03 Union Participation – The Employer shall not discriminate or intimidate any employee as a result of being a member of the Union, being a member of the Union Executive or as a result of exercising their right as a Union member.

#### **ARTICLE 5 – APPLICATION OF AGREEMENT**

- 5.01 This Agreement applies to and is binding on the Canadian Union of Public Employees, Local 5064, the employees, the Employer and supersedes any other verbal or written agreement.
- 5.02 There shall be no written or verbal agreements which conflict with the terms of this Agreement. All modifications to this Agreement must be in writing and executed by the Parties of this Agreement.

## **ARTICLE 6 – NO STRIKE NO LOCKOUTS**

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

## **ARTICLE 7 – MAINTENANCE OF MEMBERSHIP**

7.01 All employees of the Employer who are presently members of the Union shall continue being members of the Union as a condition of employment. All future employees of the Employer shall, as a condition of employment, become members of the Union.

## **ARTICLE 8 – CHECK OFF OF UNION DUES**

8.01 Check Off – The Employer shall deduct from every employee’s pay, regular monthly Union dues in accordance with the Union Constitution and/or bylaws, and owing by such employee to the Union, commencing on the date of hiring. The Local shall notify the Employer in writing the exact amount of dues to be deducted.

8.02 Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.

8.03 Deductions – Shall be made for the payroll period at the end of each month and shall be forwarded to the Secretary Treasurer of the Union no later than the 15<sup>th</sup> day of the following month, accompanied by a list of names, addresses, phone numbers, classifications, and the amount of deductions taken from each employee from whose wages the deductions have been made and the total amount of regular wages earned.

8.04 Acquaint New Employees – The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to explain Dues Check Off. The President of the Local or designate shall be permitted to meet with all new employees for 30 minutes during orientation. Such meeting will be for introductions and explanation of the Local.

8.05 T4 Slip – The Employer shall indicate on each employee’s T4 slip the amount of dues paid by the employee during the previous year.

8.06 The Union shall indemnify and save harmless the Employer from any and all claims, which may be made against it, by any employee or employees for amounts deducted from wages as herein provided.

## **ARTICLE 9 – COPIES OF THE AGREEMENT**

- 9.01 Each employee shall be provided with a copy of the Agreement on the first pay day following delivery, provided that the delivery is made at least twenty-four (24) hours prior to the pay day. Each new employee will be given a copy of the current collective agreement and advised of the name of the Local Union representatives. The Local will be given the names of all newly hired employees on a monthly basis.
- 9.02 Both the Union and the Employer symbol will be contained on the front cover.
- 9.03 The Union and Employer agree to pay for the costs of printing collective agreements on a 25/75 basis.

## **ARTICLE 10 – HEALTH AND SAFETY**

- 10.01 (a) It is mutually agreed that the Employer and the Local shall cooperate to the fullest extent possible towards the prevention of accidents and the promotion of health and safety in the workplace. A Safety Committee shall be established in accordance with the *Occupational Health and Safety Act* which Act shall apply to this Agreement. Committee members shall not suffer any loss of pay while performing Committee business. The Safety Committee shall have equal representation of Union and Employer representatives. Such Union representatives shall be elected by the majority of the membership and the Local's Recording Secretary shall notify the Employer of the representative's name.
- (b) The Employer acknowledges that members of the Health and Safety committee are required to take the three-day training provided by the province.
- 10.02 The Employer shall continue to make reasonable provisions for the health and safety of its employees during their hours of employment. Protective devices and other equipment deemed necessary to protect employees properly from injury shall be supplied by the Employer.
- 10.03 An employee who suffers an occupational injury shall submit, as soon as possible, a written report stating particulars to the Employer.
- 10.04 The Employer shall provide any specific training required on the equipment deemed necessary to provide client care.

## **ARTICLE 11 – LABOUR MANAGEMENT COMMITTEE**

- 11.01 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 a mutually agreeable number of Employer and Union employee representatives of up to four (4) from each Party. Meetings shall be held on a monthly basis on a date to be agreed to by the Parties. Each Party shall provide to the other Party a list of

items to be included on the agenda, which list shall be provided in writing at least five (5) days prior to the meeting date. The Union may have the assistance of a representative of the Canadian Union of Public Employees at Labour Management Meetings provided five (5) days advance notice is given, if possible. The Employer may also have the assistance of an outside representative at Labour Management meetings provided five (5) days advance notice is given, if possible.

- 11.02 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.
- 11.03 Power of Committee – The Committee shall function in an advisory capacity and shall not have power to alter, amend, add or to modify the terms of this Agreement. The Committee shall have the power to make recommendations to the Local, Union and the Employer with respect to the Committee's discussions. The Committee does not have the power to bind either the Local or its members or the Employer.
- 11.04 Minutes of a Committee Meeting shall be prepared and signed by the Committee as promptly as possible after the close of the meeting. The Local and the Employer shall receive two (2) signed copies of the minutes within fourteen (14) days following the meeting. The responsibility of taking minutes shall alternate equally between the Parties and all meeting minutes shall be posted on the Union Bulletin Board.

## **ARTICLE 12 – BARGAINING COMMITTEE**

- 12.01 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 13 – UNION STEWARDS**

- 13.01 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 their grievance in accordance with the grievance procedure.
- 13.02 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 them. Any changes in the Steward personnel shall be provided in writing to the Employer promptly.
- 13.03 Servicing Grievances – No Steward shall leave their work without first getting permission from one of the Employer's designated representatives. They must also report to an Employer representative when returning to work. Such permission shall not be unreasonably withheld.



## **ARTICLE 14 – GRIEVANCE PROCEDURE**

14.01 Settling of Grievances – It is understood that any employee who has a potential grievance shall first discuss the potential grievance with their immediate supervisor, accompanied by their Steward or a member of the Union Executive if the employee so desires and afford such supervisor an opportunity to settle the potential grievance. Failing such settlement, the employee (accompanied by their Steward or a member of the local executive if the employee wishes) shall be entitled to initiate the following additional steps. At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the alleged Article violated, and the remedy sought.

STEP 1: Where the matter has not been resolved through discussion as in the first paragraph of Article 14.01 above, then the grievance shall be presented in writing by the employee or the Steward to the Manager of the department the employee works in within ten (10) days from the time the incident occurred giving rise to the grievance. The Manager shall render their decision, in writing, within ten (10) days from the receipt of the grievance.

STEP 2: Should there be no settlement of the grievance in Step 1, the grievance shall be presented by the Union in writing to the Administrator of the Employer within five (5) days after receipt of the decision under Step 1. The Administrator shall render their decision, in writing, within five (5) days from the receipt of the grievance.

STEP 3: Should there be no settlement of the grievance in Step 2, the grievance shall be presented by the Union in writing or in person, whichever the Grievance Committee decides, to the General Manager of Operations and Human Resources within five (5) days after receipt of the decision under Step 2. The General Manager of Operations and Human Resources shall render their decision, in writing, within five (5) days from the receipt of the grievance.

STEP 4: Should there be no settlement of the grievance under Step 3, the Union shall, within thirty (30) days after receipt of the decision under Step 3, refer the grievance to arbitration, in writing, as provided for in Article 14.

14.02 Union or Policy Grievance – Where a dispute involving a question of general application or interpretation occurs, or where a group of employees files a grievance, the grievance procedure may commence at Step 2 of Article 14.01.

14.03 Employer Grievance – The Employer may institute a grievance by presenting the grievance in writing to the Union President or their designate. The Union President shall render their decision, in writing, within twenty-one (21) days after the receipt of the grievance. Failing satisfactory settlement, the Employer shall, within thirty (30) days after receipt of the Union President's decision, refer the grievance to arbitration, in writing, as provided for in Article 14.

14.04 Grievance on Layoffs – Grievances concerning layoffs shall be initiated at Step 2 of the grievance procedure and the Parties may agree to any mutual acceptable expedited process to deal with grievances resulting from layoffs.

- 14.05 Time Limits – The time limits in this Article and Article 14 are mandatory and may only be changed by mutual consent confirmed in writing. If a decision is not rendered by the person to whom the grievance is presented within the required time limits in Article 14.01 or Article 14.03 or Article 14.04 (as the case may be), it shall be deemed to be a denial of the grievance as of the expiry date of the applicable time limit, and the grieving party may proceed forward to the next step. If a grievance is not presented within the time limits of each step or is not referred to arbitration within the time limits, the grievance shall be deemed to be abandoned and will be null and void and cannot be reopened.
- 14.06 Technical Objections to Grievances – No grievance shall be defeated by a technical objection (not including an objection as per Article 14.05 as to timeliness or as to the jurisdiction of the arbitrator) and an arbitrator shall have power to allow all necessary amendments to the grievance and the power to waive procedural irregularities in processing grievances, in order to determine the real matter in dispute and to render a decision.

## **ARTICLE 15 – ARBITRATION**

- 15.01 No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth in Article 14.
- 15.02 If the applicable Party wishes to refer a matter to arbitration, it shall notify the other Party of their intent within the time limits provided in Article 14 in writing by registered mail or email addressed to the other Party of this Agreement.
- 15.03 The Parties agree to the use of a sole Arbitrator. If the Parties to this Agreement cannot agree on the Arbitrator within fifteen (15) days of the receipt of the notice of intention provided in Article 15.02, either Party may request the Minister designated under the *Industrial Relations Act* of New Brunswick to appoint an impartial Arbitrator.
- 15.04 Procedure - The Arbitrator may determine their own procedure but shall give full opportunity to all Parties to present evidence and make representation to it.
- 15.05 Decision of the Arbitrator – The Arbitrator shall hear and determine the difference or allegation and render their decision within thirty (30) working days from the date of the final hearing. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and upon any employee affected by it. In no event, shall the Arbitrator have the power to change this Agreement or to alter, modify, or amend any of its provisions, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.
- 15.06 Disagreement on Decision - Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may, within fifteen (15) days after the decision is received, apply to the Arbitrator to clarify the decision, which the Arbitrator shall do within thirty (30) days.
- 15.07 Expenses of the Board - Each Party shall share equally the fees and expenses of the Arbitrator.

## **ARTICLE 16 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 16.01 Pre-Discipline Representation – An employee who is facing any disciplinary action with respect to an incident or incidents, shall be afforded an opportunity to respond before any disciplinary measures are administered. The employee has the right to Union representation at any meeting involving an investigation that may lead to disciplinary action.
- 16.02 Warnings – Whenever the Employer or a person representing the Employer sees it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall within ten (10) calendar days thereafter give written particulars of such censure to the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done in a private area. They shall be given the reasons in the presence of a Steward, or if no Steward is available, a Union representative of their choice.
- 16.03 Discharge Procedure – An employee may be suspended or discharged but only for just cause. When an employee is suspended or discharged, they shall be given the reason in the presence of a Steward, or if no Steward is available, a local Union member of their choice provided this is possible. Such employee and Union shall be advised promptly, in writing, by the Employer of the reason for such suspension or discharge.
- 16.04 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 14, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- 16.05 Employee File – Upon request, during normal office hours, an employee shall be given, in the presence of a representative of the Employer, an opportunity to read and make a copy of any document in their personnel file. The employee shall have the right to Union representation at this time.
- 16.06 Record of Disciplinary Action – A record of disciplinary action cannot be used against an employee after the expiry of eighteen (18) months, providing no other instance of disciplinary action, for a similar incident, in respect to the employee has been recorded during that period. After the 18-month period has expired all disciplinary documentation shall be removed from the employee's personnel file.
- 16.07 When the signature of an employee on a disciplinary or censure document is requested by the Employer, the employee's signature shall serve as evidence to indicate that its contents have been read and understood and not as evidence that they agree or disagree with it.

## **ARTICLE 17 – SENIORITY**

- 17.01 Seniority is defined as the date of hire of the employee and includes probationary time, Union leave, maternity leave, paternity leave, sick leave, and Workers Compensation leave. An up-to-date seniority list shall be sent to the Union and posted on the Union bulletin board no later than

the 31<sup>st</sup> day of May, each year. Once posted all employees shall have 30 calendar days to inform the Employer that there is an error in their seniority. On completion of the 30-calendar day period the seniority list shall be deemed accurate.

- 17.02 Loss of Seniority – No employee shall lose their seniority in the case of sickness, accident or leave of absence approved by the Employer. An employee shall lose their seniority, forfeit all rights contained in this Agreement and deemed to be terminated with no right to rehire in the event:
- (a) They are discharged and the discharge is not reversed through the grievance procedure or arbitration procedure;
  - (b) They resign;
  - (c) They are absent from work in excess of five (5) consecutive working days without giving the Employer a valid and acceptable explanation;
  - (d) They fail to return to work from layoff within seven (7) working days following notification by registered mail or any other means the Employer may choose, except in case of sickness. It shall be the responsibility of the employee to keep the Employer informed of their current address and telephone number; or
  - (e) They are laid off for a period of longer than eighteen (18) months.

## **ARTICLE 18 – PROBATION PERIOD**

- 18.01 Probationary employees – Newly hired employees shall be considered on a probation basis for the first fifty (50) workdays from the date of hiring. By mutual agreement of the Parties, the probationary period may be extended an additional fifty (50) working days. 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 or arbitration procedure. When an employee completes their probationary period, the employee's seniority shall start from the date of hiring.

## **ARTICLE 19 – VACANCIES, PROMOTIONS, AND STAFF CHANGES**

- 19.01 Job Postings – Where a permanent job vacancy occurs in the bargaining unit, the Employer shall notify the Union in writing and post a notice for seven (7) consecutive days. Within fourteen (14) calendar days of close of competition, the name of any successful applicant shall be posted.
- 19.02 Information on Postings – Such notice shall contain the following information: duties of the position, qualifications required, knowledge and/or work experience required, education, required skills and/or abilities, hours of work, wage rate and anticipated starting date.
- 19.03 (a) Method of Making Appointments – The Employer will first consider all internal applicants. In making their selection, the Employer will consider qualifications, education, work experience, knowledge, and ability. Where the foregoing factors are equal, the senior

applicant will be chosen. Should there be no qualified applicant the Employer may fill the job from outside the Bargaining Unit.

(b) All internal applications shall be considered before any external applications.

- 19.04 Trial Period – If the successful applicant is an existing employee, they shall be placed on trial for a period of twenty (20) working shifts. In the event the Employer finds that the successful applicant is unsatisfactory in the job, or if the employee finds they are unable to perform the duties of the new job classification during the aforementioned trial period, they shall be returned to their former job and rate of pay without loss of seniority. Any other employee promoted or transferred because of the rearrangement of jobs, shall also be returned to their former job and rate of pay without loss of seniority.
- 19.05 Temporary Vacancy – Where a temporary vacancy occurs and it is known in advance to be more than a period of three (3) months, it shall be filled as per 19.01.
- 19.06 Union Notification – The Union shall be notified monthly of all appointments, hirings, layoffs, transfers, recalls, terminations of employment and of those who have completed their probationary period.
- 19.07 Resignation – If an employee wishes to resign, they shall notify the Employer in writing at least fourteen (14) calendar days before their termination date.

## **ARTICLE 20 – LAYOFFS AND RECALLS**

- 20.01 A layoff shall be defined as a reduction in the workforce arising from a shortage of work.
- 20.02 In the event of a layoff in a department, the Employer agrees to lay off employees in the reverse order of seniority in the department requiring layoffs, providing the employees remaining in a department possess the necessary skill and ability to do the work available.
- 20.03 When recalling employees after layoff, those laid off in the department, will be first to be recalled to the department provided the employee is willing and has the necessary skill and ability to perform the job.
- 20.04 For Notice of Layoff the Employer shall notify employees who are to be laid off ten (10) days before the effective date of the layoff. If an employee is not given the option of working their scheduled days within the 10-day notice period, the Employer shall pay any lost days up to the 10. A copy of all layoff notices shall be sent to the President of the Local at the same time the notice is given to the effected employees.
- 20.05 An employee who is affected by a work shortage in their department will be entitled to claim the job of another employee in any department subject to the following conditions:
- (a) That such other job is held by an employee with less seniority.
- (b) That such employee claiming the job has the skills, abilities and qualifications to perform the job.

(c) Such employees meeting the requirements under (b) above shall be given a reasonable period of time to demonstrate sufficient skills and ability to perform the job.

20.06 Employees shall have seventy-two (72) hours, exclusive of weekends and holidays, after written notification of layoff, to exercise their rights under this Article. This time limit may be extended by mutual agreement between the Employer and employee.

20.07 Part-time or full-time employees who are laid off shall be offered casual and/or temporary employment during their period of recall by order of seniority, provided they are available and have the necessary skills, abilities, and qualifications.

## **ARTICLE 21 – HOURS OF WORK AND OVERTIME**

21.01 All work performed in excess of eighty-two (82) hours over a two (2) week period shall constitute overtime. The regular daily hours of work in each shift shall not exceed twelve (12) hours. No employee shall be required to work more than two (2) consecutive shifts without an eight (8) hour break between the first and second shifts.

21.02 Rotation and Days Off - The present method of scheduling hours of work as well as days off shall not change during the term of the Agreement without consultation with the Union.

21.03 (a) All employees working a twelve (12) hour shift shall receive two thirty (30) minute unpaid breaks and two fifteen (15) minute paid breaks.

(b) All employees working a regularly scheduled eight (8) hour shift shall receive one thirty (30) minute unpaid break and two fifteen (15) minute paid breaks.

(c) All employees working a six (6) hour shift shall receive one thirty (30) minute unpaid break and one fifteen (15) minute paid break.

21.04 (a) All extra shifts/hours, in all Departments, shall be offered to part time employees, qualified and having the ability to do the work, before being offered to casuals.

(b) These hours will be offered based on seniority and distributed equally between the part time employees on a monthly basis.

(c) After exhausting all available, qualified/able, part time employees, shifts/hours may be offered to casual employees.

(d) If no part time or casual employee is available to pick up the extra shifts/hours of work, it shall be offered to full time staff within that Department on an equitable basis in accordance with Article 21.07.

For clarification, over the course of a month, each part time employee should be offered the opportunity to pick up shifts, a process for tracking these offers being accepted or refused and the number worked, shall be created by the Employer with consultation from the Union. At the beginning

of the next month, if all qualified part time people have had the chance to work extra shifts/hours, the Employer will start at the top of the seniority list again and offer work.

- 21.05 There shall be no pyramiding of overtime.
- 21.06 In the event an employee is preauthorized to work and does work overtime, they will be compensated by pay at time and one half their regular hourly rate (the "Overtime Rate").
- 21.07 Distribution of overtime and call back time shall be distributed equitably among the employees who have the skills, abilities and qualifications to do the required work within the department. All overtime must be preapproved by the employee's Manager.
- 21.08 (a) Callouts – employees who are called out to work after their workday and prior to the commencement of their next shift, shall be paid a minimum of three (3) hours at the applicable overtime rate.
- (b) No employee shall be required to work more than four (4) consecutive hours without receiving a paid or unpaid break.
- 21.09 Calls In – All part-time or casual employees who are called in to work shall receive a minimum of three (3) hours pay at their regular rate.
- 21.10 Mandatory Staff Meetings and Training – The Employer may schedule staff meetings and training from time to time. Employees required to attend such meeting(s) and training will be paid on a straight time basis.

This will not be counted as part of hours worked for overtime purposes only.

## **ARTICLE 22 – LEAVE OF ABSENCE**

### 22.01 Bereavement Leave

- (a) In the event of the death of an employee's wife, husband, common law spouse, same sex partner, child, adopted child, stepchild, father, mother, brother, sister, stepparents or sibling(s), guardian or ward, grandfather, grandmother, brother-in-law, sister-in-law, father-in-law, mother-in-law, the Employer shall grant the employee a leave of absence of up to five (5) consecutive calendar days. Any of the five (5) days that were a scheduled workday shall be paid at the employee's regular hourly rate of pay.
- (b) If an employee is notified at work of a death in their immediate family, that employee shall be permitted to leave for the rest of their shift but will be paid for the entire scheduled number of hours.
- (c) In the event of the death of an employee's aunt or uncle, the Employer shall grant the employee a leave of absence of up to one (1) day off on the day of the funeral.

- (d) If any of those consecutive days of absences are scheduled workdays for the employee, the employee shall receive pay (the employee's regular straight time rate times the number of hours the employee was scheduled to work on the day) for such scheduled workdays missed.
- (e) Additional special leave with pay may be granted upon request to the Employer.
- (f) An employee who on vacation suffers a loss covered by bereavement leave shall be entitled to use their bereavement leave on the basis as if they had been scheduled to work during their vacation which rescheduled vacation shall be at a time to be mutually agreed.
- (g) It is understood that bereavement leave begins on the day following the death of the family member. The employee shall be permitted to save one of the five (5) days referred to in (a) above, if the funeral is to be held at a later date.

#### 22.02 Union Business

- (a) Leave of absence, upon request, shall be granted by the Employer to the employee elected or appointed to represent the Union business. Such request shall be made a minimum of fourteen (14) days in advance and shall be subject to the approval of the Employer which approval shall not be unreasonably withheld.
- (b) Employees shall not suffer any loss of pay when required to leave their employment temporarily in conjunction with a grievance meeting held pursuant to Article 14, provided such employee obtains the permission of their immediate supervisor, which permission shall not be unreasonably withheld.
- (c) Union members on approved leaves of absence for Union business shall be given leaves of absence with pay. The Union shall then reimburse the Employer once the Employer has provided a lost wages bill to the Union.
- (d) Employees elected to be on the negotiation committee shall be entitled to a leave with pay to attend all negotiation meeting(s) with the Employer. The Employer shall pay the wages of the Negotiating Committee and then submit a bill to the Union for reimbursement.
- (e) One employee who is elected for a full-time position with the Union or the Local shall be granted leave of absence without pay and without loss of seniority for a maximum period of one (1) year. If it is permissible under the group insurance plan, the employee shall have the right to pay the full costs, including the Employer's share, during the period of such leave of absence.

#### 22.03 General Leave

Leave of absence without pay, for reasons other than those specified above, may also be granted at the discretion of the Employer.



#### 22.04 Compassionate Care Leave

- (a) Leave of absence without pay, for reasons other than those specified above, may also be granted at the discretion of the Employer.
- (b) Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.

22.05 Leave of absence without pay, for reasons other than those specified above, may also be granted at the discretion of the Employer.

#### 22.06 Family Responsibility Leave

Where operational requirements permit, and upon request, an employee may be granted leave for family commitments. Such leave shall not be unreasonably withheld and shall be for a maximum of five (5) days per year. An employee shall, at his/her discretion, use vacation or holidays or take the day(s) without pay.

#### 22.07 Domestic Violence

- (a) The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Confidentiality – All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept in an employee's personnel file without their expressed written permission
- (c) The Employer recognizes their duty to accommodate employees in domestic violence situations to the point of undue hardship.
- (d) Employees will be entitled to leave in accordance with provisions of the *New Brunswick Employment Standards Act*.

22.08 Sick Leave – employees, when unable to attend at work because of illness or disability, shall be entitled to four (4) days of sick leave per calendar year. For the purpose of sick leave an employee shall be entitled to receive pay for the number of hours the employee is regularly scheduled to work on that date (i.e. if scheduled to work 11 hours, would be paid 11 hours and if scheduled to work 8 hours would be paid 8 hours). Sick days shall accumulate to a maximum of thirty (30) days. This sick day benefit shall be for employees who have completed their probationary period. During an employee's first year of employment after such employee completes their probationary period, such employee's sick pay entitlement would be prorated (i.e. if such employee was employed 6 months during the calendar year, after completion of the probationary period such employee would be entitled to two (2) paid sick days).

#### 22.09 Maternity, Parental, and Adoption Leave

Employees will be entitled to unpaid leave in accordance with the Pregnancy Parental Leave provisions in the New Brunswick *Employment Standards Act* and the Canada *Employment Insurance Act*.

#### 22.10 Court Leave

The Employer shall pay the employee who is required to serve as a juror, the difference between normal earnings and the payment received for jury service up to a maximum of two (2) weeks. The employee shall produce proof of service and the amount of pay received.

#### 22.11 Inclement Weather

- (a) Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets and highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated vacation or by working one (1) or more of their regular days off for a statutory holiday if staffing patterns permit provided no overtime is incurred.
- (b) All part time or casual employees called out to work after the work day shall be paid for hours worked with a minimum of two (2) hours paid except the driver who shall be paid a minimum of one (1) hour when called in.

#### 22.12 Education Leave

Where operational requirements permit, employees shall be granted leaves without pay for education purposes. Such employee(s) shall retain their seniority during such leaves but shall not accrue additional seniority while on leave.

#### 22.13 Termination of Leave

Failure to report to work upon termination of leave of absence may result in severance of employment.

### **ARTICLE 23 – GENERAL CONDITIONS**

23.01 The Employer shall provide a staff room on the ground floor to provide staff a place for meal breaks and coffee breaks. The Employer will provide a microwave, toaster oven and refrigerator.

### **ARTICLE 24 – ACTING PAY**

24.01 (a) Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of three (3) consecutive working days. Such pay is to be retroactive to the first day of assignment.

- (b) Where a position is temporarily vacant for a period of three (3) consecutive working days, the Employer shall not assign more than one employee for the sole purpose of avoiding payment of temporary assignment pay.
- (c) Eligible employees shall be paid that step on the pay scale of the higher classification. Should that step in the higher scale exceed ten per cent (10%), then a maximum of ten per cent (10%) shall be paid. In no case, shall the eligible employee be paid an amount greater than the maximum for that higher classification to which they are assigned.
- (d) An employee required to temporarily fill a classification for which is paid a lower rate than that paid for such employee's regular work shall not receive any reduction in pay.

24.02 In the event that an employee feels that they are working enough hours to justify changing their position to a higher "status", they shall apply in writing to the Employer for a change in their status.

If the written request is denied by the Employer, the request for change in status shall be subject to the Grievance and Arbitration process outlined in Articles 14 and 15 of this Collective Agreement.

For further clarification "Status" shall mean full time, part time or casual. The Recording-Secretary of the Local will be provided a copy of any requests and the Employer's response(s).

**ARTICLE 25 – HOLIDAYS**

25.01 (a) The Employer recognizes the following holidays for which employees are eligible to receive a day off with Holiday Pay as defined:

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

25.02 Holiday Pay

- (a) Full-time employees – Holiday Pay, per holiday, for Full-time employees shall be the employee's regular hours of work on a work day at the employee's regular rate of pay. If a Full-time employee works different hours of work in their regular shifts, (for example, some days at eight hours, some at twelve hours), the regular hours of work for Holiday Pay purposes shall be the average straight time hours of work per day in the twenty-eight (28) days before the holiday.
- (b) Part-time/Casual employees – Holiday Pay shall be equal to three per cent (3%) of the employee's gross wages and included in their pay cheques.

- 25.03 To be eligible for a holiday and/or Holiday Pay under any provisions of this Agreement, an employee must work their scheduled day of work immediately prior to and after the holiday (unless an absence was approved) and be an employee for at least ninety (90) days in the twelve (12) months before the Holiday.
- 25.04 (a) When any of the above noted holidays fall on an employee's scheduled day off, the employee shall be given the option to request an alternate day off and will be paid Holiday Pay. The requested day will be approved based on operational requirements.
- (b) The employee may request to have the Holiday Pay banked, for future use.
- 25.05 All employees who work on a holiday shall receive the Overtime Rate for each hour worked on the holiday and Holiday Pay for the holiday.

## **ARTICLE 26 – VACATION**

- 26.01 On the last day of a Vacation Year, an employee may be entitled to vacation and/or Vacation Pay to be used during the next Vacation Year as follows, based on the years of continuous employment on that date:
- (a) An employee who has been an employee for less than one year of continuous employment shall be entitled to:
- (i) Full-time employees – Six and two thirds (6 2/3) hours of vacation time off for each full calendar month of service to a maximum of eighty (80) hours of vacation time off with Vacation Pay in a Vacation Year;
- (ii) Part-time employees – shall earn vacation time off in proportion to hours worked.
- (b) An employee who has been an employee for at least one (1) full Vacation Year and has less than six (6) years of continuous employment shall be entitled to:
- (i) Full-time employees – Eighty (80) hours of vacation time off with Vacation Pay;
- (ii) Part-time employees – shall earn vacation time off in proportion to hours worked.
- (c) An employee who has completed six (6) or more years of continuous employment shall be entitled to:
- (i) Full-time employees – One-hundred and twenty (120) hours of vacation time off with Vacation Pay;
- (ii) Part-time employees – shall earn vacation time off in proportion to hours worked.
- (d) An employee who has completed ten (10) or more years of continuous employment shall be entitled to:

- (i) Full-time employees – One-hundred and sixty (160) hours of vacation time off with Vacation Pay;
  - (ii) Part-time employees – shall earn vacation time off in proportion to hours worked.
- (e) It is understood that employees may opt to have their vacation pay added to their bi-weekly pay or bank it to be used for paid vacation time off. This decision can only be changed on a yearly basis at the end of the yearly vacation period, June 30<sup>th</sup>.
- (f) Casual employees shall receive the applicable percentage of vacation pay on their bi-weekly pay.
- 26.02 For each paid holiday that falls or is observed during an employee's vacation, they shall be granted an alternative holiday on a date granted at the Employer's discretion taking into account the requirements of the business.
- 26.03 An employee whose employment is terminated for any reason shall be paid with their final pay an amount of money equivalent to any Vacation Pay which may have accrued to their benefit in accordance with Article 26 and not yet been paid.
- 26.04 Vacations shall be granted based on operational requirements. Vacation requests shall be granted in accordance with the seniority of those employees requesting leave, with the most senior being approved first. Vacation requests must be submitted two (2) weeks prior to the requested dates. For exceptional circumstances, the Employer may approve requests without the two (2) weeks' notice.
- 26.05 Vacation must be used within the vacation year in which it is entitled to be taken and for full time employees Vacation Pay shall be paid when vacation is taken. The Employer may in exceptional circumstances, at its discretion, choose to pay out any unpaid Vacation Pay at the end of a Vacation Year, or to schedule any unused vacation at a time of the Employer's choosing.
- 26.06 Vacation Pay will be calculated on an employee's earnings, not including any other amounts such as allowances, premiums, or Vacation Pay, as follows:
- (a) 4% for employees entitled under 26.01(a) or 26.01(b); or
  - (b) 6% for employees entitled under 26.01(c).
  - (c) 8% for employees entitled under 26.01(d).
- 26.07 Vacation Year is defined as the twelve (12) month period from July 1<sup>st</sup> to June 30<sup>th</sup>.

## **ARTICLE 27 – INSURANCE PLANS**

- 27.01 Any employee eligible, in accordance with the text of the plan, may apply for coverage under any group plan which the Employer may have in place. The Employer will pay one half of the monthly premiums and the employee will pay the other half by payroll deduction. An employee is not entitled to any benefits, premiums or coverage until after the completion of their probationary period and the

employee is accepted by the insurer. The Employer agrees to have consultation with the Union concerning any changes to the Medical Plan.

27.02 The Employer's only obligation to employees with respect to insurance is the payment of its portion of the monthly premiums for enrolled employees. Eligibility for coverage and all other matters regarding the insurance shall be determined by the insurance company and any dispute in regard to eligibility or any other matter shall be resolved between the employee and the insurance company and shall not be subject to the grievance or arbitration procedure herein.

## **ARTICLE 28 - DURATION AND TERMINATION**

28.01 This Agreement shall be for a term commencing on the 1<sup>st</sup> day of February, 2021 and ending on the 31<sup>st</sup> day of January, 2025.

28.02 Any changes to the existing terms and conditions of employment provided for in this Agreement shall be effective on the date of signing of this Agreement or such other date as may be agreed upon by the Union and the Employer.

28.03 This Agreement shall remain in effect from year to year after unless one of the Parties hereto notifies the other within a period of the ninetieth (90<sup>th</sup>) and the thirtieth (30<sup>th</sup>) day before the expiry date of the Agreement of its intention to revise or amend this Agreement or to conclude a new Agreement. Such notices, in order to be effective, must be in writing and given in accordance with the provisions of the *Industrial Relations Act* (New Brunswick).

28.04 This Agreement and everything contained herein shall ensure to the benefit of and be binding upon the Parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Parties of this Agreement have hereunto signed on this \_\_\_\_\_ day  
of \_\_\_\_\_, 2022.

**FOR THE EMPLOYER:**

MGHS PEI Limited O/A Riverside Court  
Retirement Residence, Inc.

\_\_\_\_\_  
Brad MacMillan, Administrator  
MacLeod Group

\_\_\_\_\_  
Doug Stephen  
General Manager of Operations and Human Resources  
MacLeod Group

**FOR THE UNION:**

CUPE, Local 5064

\_\_\_\_\_  
Angela Demerchant  
President, Local 5064

\_\_\_\_\_  
Sarah Beattie  
Recording-Secretary, Local 5064

## SCHEDULE 1

		Rates	Rates	Rates	Rates	% Increase			
Department	Job Classification	Feb 1/21	Feb 1/22	Feb 1/23	Feb 1/24	2021	2022	2023	2024
<b>General Workers, Prv Care</b>		\$0.75	\$1.20	\$0.50	\$0.55				
<b>Special Care Increase</b>		2.00%	2.00%	2.00%	2.00%				
<b>Dietary</b>	Senior Cooks	\$14.63	\$15.83	\$16.33	\$16.88	5.40%	8.20%	3.16%	3.37%
	Cooks	\$14.11	\$15.31	\$15.81	\$16.36	5.61%	8.50%	3.27%	3.48%
	Wait Staff Supervisors	\$13.60	\$14.80	\$15.30	\$15.85	5.84%	8.82%	3.38%	3.59%
	Assistant Cook	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Wait Staff	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Dishwasher	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Dishwasher PT	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
<b>Healthcare - SC</b>									
<b>DAYS</b>	Charge	\$14.68	\$14.97	\$15.27	\$15.58	2.00%	2.00%	2.00%	2.00%
	PSW	\$12.84	\$13.10	\$13.36	\$13.63	2.00%	2.00%	2.00%	2.00%
	Aides	\$12.58	\$12.83	\$13.08	\$13.35	2.00%	2.00%	2.00%	2.00%
	Part Time/Casual	\$12.58	\$12.83	\$13.08	\$13.35	2.00%	2.00%	2.00%	2.00%
<b>NIGHTS</b>	Charge	\$15.73	\$16.04	\$16.36	\$16.69	2.00%	2.00%	2.00%	2.00%
	Aides	\$13.63	\$13.90	\$14.18	\$14.46	2.00%	2.00%	2.00%	2.00%
	Sitters	\$12.15	\$12.39	\$12.64	\$12.89	2.00%	2.00%	2.00%	2.00%
<b>Healthcare - PRV</b>	Aides (Day)	\$13.34	\$14.54	\$15.04	\$15.59	5.96%	9.00%	3.44%	3.66%
	Aides (Night)	\$14.11	\$15.31	\$15.81	\$16.36	5.61%	8.50%	3.27%	3.48%
<b>Housekeeping</b>	Supervisor	\$13.34	\$14.54	\$15.04	\$15.59	5.96%	9.00%	3.44%	3.66%
	Housekeepers	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Housekeepers PT	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
<b>Reception</b>	Front Desk FT	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Front Desk PT	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
<b>Activities</b>	Coordinators	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Gift Shop PT	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Driver (Casual)	\$12.75	\$13.95	\$14.45	\$15.00	6.25%	9.41%	3.58%	3.81%
	Activities (Casual)	\$12.54	\$13.75	\$14.25	\$14.80	6.36%	9.65%	3.64%	3.86%