

# **COLLECTIVE AGREEMENT**

between

**SUSSEX VALE TRANSITION HOUSE**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 3584**

***CUPE***

**Expiry Date: May 31, 2023**



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BETWEEN: SUSSEX VALE HOUSE, Sussex, N. B., hereinafter referred to as the "Employer", party of the first part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION NO. 3584, hereinafter referred to as the "Union", party of the second part.

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## **PREAMBLE**

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

## **ARTICLE 1 – MANAGEMENT'S RIGHTS**

- 1.01 All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by and vested solely in the Employer.

## **ARTICLE 2 – RECOGNITION AND NEGOTIATIONS**

- 2.01 The Employer recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all its employees covered by this agreement save and except those excluded by the Certification Order issued by the New Brunswick Industrial Relations Board and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this agreement, looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 Work of the Bargaining Unit – Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, inquiry, experimenting, or relieving for accumulated time; and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work, pay, or scheduled shift of any employee.

- 2.03 No employee covered by this bargaining unit shall be required or permitted to make any verbal or written agreement that is contrary to the terms and conditions of this agreement without the Union present.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 "Employer" shall mean Sussex Vale Transition House Inc. and shall include its delegated representatives.
- 3.02 "Employee" shall mean all persons within the bargaining unit employed by the Employer.
- 3.03 Employees may be subdivided into the following categories:
- (a) Permanent full-time employees -shall mean an employee who regularly does work of the bargaining unit for 36 hours or more per week.
  - (b) Permanent part-time employee – shall mean ordinarily an employee who is required less than 36 hours per week.
- 3.04 "Probationary Period" for all employees is four months following the date of hire, provided that on the expiration of such period of four months, the Employer may extend the probationary period for a further two months. The total probationary period shall not exceed six months.
- 3.05 "Service" is defined as the actual hours paid directly by the Employer. One year's service is 1872 hours. Service includes periods of leave without pay to attend Union business and while receiving Workers' Compensation Benefits, EI or LTD benefits, and other periods of unpaid sick leave.
- 3.06 "Sick Leave" for the purpose of this agreement, means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act. See Article 20.04.
- 3.07 Plural or Masculine 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 require.



3.08 "Day" for the purpose of this Agreement, shall be for a twenty-four (24) hour period, i.e. 9 a.m. Tuesday to 9 a.m. Wednesday.

#### **ARTICLE 4 – NO DISCRIMINATION**

4.01 No discrimination – The parties hereto agree that the prohibitions to discrimination as contained in the Human Rights Act shall apply to both parties. The parties also agree that there shall be no discrimination by reason of Union membership status or activity in the Union.

4.02 Respectful Workplace

(a) Everyone shall be entitled to a respectful and safe workplace free from harassment and personal harassment. The parties agree to work together to recognize and resolve such problems as they arise. In the event of a complaint, the parties agree to follow the procedures outlined in the Sussex Vale Transition House Harassment Policies and Procedures.

(b) Harassment Defined: Harassment is any behaviour that demeans, humiliates or embarrasses a person and that a reasonable person should have known would be unwelcome. It includes actions, comments or displays. It may be a single incident or continue over time. Harassment can take place between co-workers, between a manager and employee, between people of the opposite sex or of the same sex, between an employee and a client or between an employee and a job applicant.

The New Brunswick *Human Rights Act* protects employees from harassment that is related to their race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex, social condition, political belief or activity.

Consensual banter or romantic relationships, where the people involved agree with what's happening, are not harassment. Appropriate performance reviews, counselling or discipline by a supervisor or manager are not harassment.

Work-related harassment can take place in the workplace itself or outside of the workplace in a situation that is in some way connected to work. For example, employees (and clients) must be protected from harassment during outings, off-site meetings, business trips and any other event or place related to employment or when the employee is present in the course of employment.

- (c) Personal Harassment Defined: Personal harassment is harassment that is not necessarily based on one of the protected grounds under human rights legislation. It is defined as repeated unconstructive and offensive comments or actions which offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

## **ARTICLE 5 – UNION MEMBERSHIP**

- 5.01 All employees of the Employer who are presently members of the Union shall continue to be members of the Union as a condition of employment.

## **ARTICLE 6 – CHECK-OFF OF UNION DUES**

- 6.01 Acquaint New Employees – The Employer agrees to acquaint new employees with the fact that an agreement is in effect, with union security and dues check-off.
- 6.02 The Employer shall deduct from the wages due every employee, union dues at the rate of 1.5 per cent of salary. It is understood that "salary" means the rate of pay received by an employee pursuant to Schedule "A" of the collective agreement. Such dues will be deducted from each payroll cheque and be remitted once a month along with a list of names, addresses, and classifications from whose wages the deductions have been made, to its designated official, prior to the fifteenth (15th) of the month following the month in which deductions were made.
- The rate of deductions shall continue until such time as proper written notice is received by the Employer to change such rate. The Union will keep the Employer advised of the name and address of its designated official.
- 6.03 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.
- 6.04 Dues Receipts – At the same time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of Union Dues paid by each Union Member in the previous year.
- 6.05 The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this article.

## **ARTICLE 7 – CORRESPONDENCE**

- 7.01 Except where otherwise provided, official communication in the form of correspondence and or the service of any court documents between the Employer and the Union may be given by mail as follows:

<u>To the Employer</u>	Administrator Sussex Vale House P.O. Box 4862 Sussex, N. B. E4E 5L9
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<u>To the Union</u>	The Secretary-Treasurer CUPE Local 3584
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## **ARTICLE 8 – COMPLAINT DISCUSSION**

- 8.01 It is mutually agreed that an effort shall be made to resolve complaints through informal discussion with the Executive Director before a written grievance is initiated. Staff may request the presence of a union representative. The Executive Director shall have the assistance of any person deemed necessary. The parties agree to keep complaint discussions confidential from other employees and residents, and to discuss with others on an “need-to-know” basis only, such as Board or Union meetings, with Board or Union representatives or the affected employee.

## **ARTICLE 9 – GRIEVANCE PROCEDURE**

- 9.01 Election of Steward – In order to provide for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect a steward, whose duties shall be to assist any employee which the steward represents in preparing and presenting her grievance in accordance with the grievance procedure.
- 9.02 Servicing Grievances – The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting grievances. It is understood that the steward and the members of the union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during work hours, employees will not leave their jobs without obtaining the Employer’s permission. Such permission shall not be unreasonably withheld.

- 9.03      Name of Steward – The Union shall notify the Employer in writing of the name of the Steward before the Employer shall be required to recognize her.
- 9.04      Settling of Grievances – Where an employee feels herself to be aggrieved by the interpretation or application in respect of her dealing with the terms and conditions of employment, or an alleged violation of any of the provisions of this Agreement by the Employer, and where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this agreement, the following procedure shall apply.

STEP ONE      Within fourteen (14) calendar days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present her grievance with details of the complaint in writing either by personal service or by mailing by registered mail, to the Executive Director. If the employee receives no reply or does not receive satisfactory settlement within fourteen (14) calendar days from the date she presented her grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO      Within seven (7) calendar days from the expiration of the fourteen (14) day period referred to in Step Two, the employee may present her grievance in writing at the final level of the grievance process either by personal service or by mailing it by registered mail to the Chair of Board or her/his designate. Any settlement proposed by the Employer at the levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within thirty-five (35) calendar days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of her grievance within thirty-five (35) calendar days from the date on which she presented her grievance at the final level, the employee may refer her grievance to Arbitration as provided in Article 10 (Arbitration) hereof, within twenty-one (21) calendar days of the date on which she should have received a reply from the person designated at the final level.

- 9.05 Representatives – In any case where the employee presents her grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Union.
- 9.06 Extension of Time Limits – Both parties may mutually agree in writing to extend the time limits specified herein.
- 9.07 Policy Grievance – Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Three of the grievance procedure within twenty-one (21) calendar days of the occurrence thereof. Should the matter not be settled, either party may refer its differences pursuant to the Industrial Relations Act, Section 55.

## **ARTICLE 10 – ARBITRATION**

- 10.01 Composition of Board of Arbitration – When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer by registered mail indicating the name and address of its appointee to the Arbitration Board. The two arbitrators shall then meet to select an impartial chairperson.
- If the parties agree, the Board of Arbitration may consist of a single arbitrator.
- 10.02 Failure to Appoint – If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven days of appointment, the appointment shall be made by the Minister of Labour, upon the request of either party.
- 10.03 Board Procedure – The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the Chairperson is appointed.
- 10.04 Decision of the Board – The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this Agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

- 10.05      Disagreement on Decision – Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.
- 10.06      Expenses of the Board – Each party shall pay:
- (a)      the fees and expenses of the arbitrator it appoints;
  - (d)      one-half the fees and expenses of the Chairperson or single arbitrator.
- 10.07      Amending of Time Limits – The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.
- 10.08      Witnesses – At any stage of the grievance or arbitration procedures, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

## **ARTICLE 11 – NO STRIKES OR LOCKOUTS**

- 11.01      No strikes or lockouts – There shall be no strikes, walkouts, lockouts, slowdowns or other interruptions of work, during the term of this Agreement.

## **ARTICLE 12 – DISCIPLINE, SUSPENSION AND DISCHARGE**

- 12.01      Warnings – Whenever the Employer sees it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done in confidence, in a specific office, in the presence of only the employee affected, a Union Steward or designate, and the Employer and the Employer's Representative. The employee has the right to have a Steward present, and the Employer will notify the employee in advance of any disciplinary meeting so that she may contact her Steward to be present. The Steward has the right to consult with a CUPE staff representative and to have her/him present at any disciplinary meeting.

- 12.02 No employee who has completed her probationary period shall be disciplined by suspension without pay, financial penalty, or discharge except for just cause.
- 12.03 Failure of the Employer to provide such written reasons for suspension or discharge shall result in the employee being paid at her regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.
- 12.04 Where an employee alleges that she has been suspended or discharged in violation of Article 12.02 she may invoke the grievance procedure as set out in this Agreement, and for the purpose of a grievance she shall lodge her grievance at the third level of the grievance procedure.
- 12.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 12.02 then the employee shall be immediately reinstated in her former position without loss of seniority or any other benefit which would have accrued to her if she had not been suspended or discharged. One of the benefits which she shall not lose is her regular pay during the period of suspension or discharge, which shall be paid to her at the end of the next complete pay period following her reinstatement.
- 12.06 For the purposes of this Article there shall be only one official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the Employer, an opportunity to read all documents relating to the assessment of her conduct or work performance that are held in the employee's official personnel file. If requested at such time, an employee will be provided with a photocopy of such documents.
- 12.07 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twelve (12) months.
- 12.08 A suspension with or without pay shall be for a specified period of time not exceeding twenty-eight (28) calendar days at the discretion of the employer.

### **ARTICLE 13 – SENIORITY**

- 13.01 Seniority, for the purpose of this Agreement, is defined as length of service, as defined in Article 3.05 (Definitions), from the date of last hire.

- 13.02 An employee shall not commence to accumulate seniority until she has completed her probationary period. On completion of her probationary period an employee shall have her seniority dated back to the date of last hire.
- 13.03 Loss of Seniority – An employee shall retain and continue to accumulate seniority rights if she is absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer to a maximum of two years. An employee shall only lose her seniority in the event:
- (a) She is discharged for just cause and is not reinstated.
  - (b) She resigns.
  - (c) She is absent from work in excess of three (3) days without notifying the Employer, unless such notice was not reasonably possible.
  - (d) She fails to return to work within seven (7) calendar days following a recall and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her current address.
- 13.04 The Employer shall prepare a list of employees and shall make this list available to the Union by February 1 of each year. The list shall include the classification, date of hire and amount of seniority accumulated for each employee.
- 13.05 Retention of Seniority Rights – Should the Employer merge, amalgamate or combine any of its operations or functions with another Employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

## **ARTICLE 14 – JOB POSTING**

- 14.01 Where the Employer decides to hold a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition in the house out of which the employees who may be eligible to enter the competition work. Such notice shall be posted until the competition closing date, or for fourteen (14) calendar days.



14.02 The notice referred to in clause 14.01 shall contain the following information:

- (a) description of the position;
- (b) required qualifications; and
- (c) the applicable wage rate.
- (d) shift and hours of work; and
- (e) closing date of the competition.

These qualifications may not be established in an arbitrary or discriminatory manner.

14.03 Method of Making Appointments

- (a) An appointment shall be made of the most senior and qualified applicant for the posted position. If two or more applicants are determined by the Employer to be equally qualified in accordance with the job requirements, the applicant with the greatest seniority will be chosen. All internal applications must be processed before advertising externally.
- (b) The entry level for making appointments is at the permanent part-time position. This means that should a full-time position become available, the permanent part-time employee will automatically move into the full-time position, if she so chooses.

14.04 Trial Period – The successful applicant shall be placed on trial for a period of 144 hours worked. Condition on satisfactory service, such trial promotion shall become permanent after the period of 144 hours worked. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds the duties of the new job classification unsatisfactory, she shall be returned to her former position without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her former position without loss of seniority and former wages or salary.

14.05 Union Notification – The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all employees covered by this Agreement when a change occurs.

## **ARTICLE 15 – LAYOFF AND RECALL**

15.01 Layoff and Rehiring Procedure – Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of this seniority. Employees shall be recalled in the order of their seniority.

The definition of lay-off includes a reduction of hours. Employees affected by a lay-off may opt to bump a junior employee in lieu of recall rights, provided she has the qualifications for the job.

- 15.02      No New Employees – No new employees will be hired within the bargaining unit until those laid off have been recalled.
- 15.03      Notice of Layoff – The employer shall notify employees who are to be laid off fourteen (14) calendar days before the layoff is to be effective. If the employee laid off has not had the opportunity to work her usual number of days after notice of layoff, she shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns her position, she shall give the Employer fourteen (14) calendar days notice of such resignation in writing.
- 15.04      Grievances on Layoffs – Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 3 of the Grievance Procedure.
- 15.05      Letter of Reference – Employees shall be given a letter of reference on termination of employment, if requested.

## **ARTICLE 16 – HOURS OF WORK**

- 16.01      No employee shall work in excess of eighteen (18) hours per shift. No employee shall work in excess of sixty (60) hours per week.
- 16.02      Working Schedule – The hours and days of work of each employee shall be posted in an appropriate place at least one month in advance and shall include the scheduled staff meetings. The Employer shall not alter a posted schedule without prior notification of affected employees.
- 16.03      Time Off Between Shifts – Except by mutual agreement between the Employer and the employee, time off between shifts shall not be less than twelve (12) hours, except for staff meetings.
- 16.04      An employee shall be notified at least forty-eight (48) hours in advance if a change is made in the schedule, where possible.
- 16.05      Exchange of shift assignments between employees of similar classification by mutual agreement may be permitted subject to prior approval by the Employer.
- 16.06      Additional hours available for work shall be assigned to part-time employees first up to a total of 36 hours per employee, in order of seniority. Subsequent hours will be assigned to full-time employees based on seniority.

- 16.07      Shift Coverage – Employees may seek relief coverage for partial shifts of no less than three hours, but only if replacement staff is available.
- 16.08      Rest and Meal Breaks – Employees shall be permitted two (2) fifteen (15) minute rest breaks per shift over five (5) hours, and one (1) fifteen (15) minute rest break per shift of five (5) hours or less. Employees shall be permitted a paid meal break of thirty (30) minutes per shift over five (5) hours if they are required by the Employer to remain on the premises or available to meet client needs. Employees who are not required to remain available to meet client needs shall be entitled to take a sixty (60) minute meal period of which thirty (30) minutes is paid. Since breaks are taken based on service needs of clients, the employee may combine or divide breaks as convenient.

## **ARTICLE 17 – OVERTIME**

- 17.01      Any work performed in excess of 44 hours per week or twelve (12) hours per day (excluding staff meetings) shall be considered overtime.
- 17.02      Overtime Rates – Overtime rates shall be compensated by payment at 1 1/2 times the employee's regular rate of pay or 1 1/2 times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the parties, otherwise the employee shall be paid for the overtime worked.
- 17.03      Where operational requirements permit, overtime must be authorized in advance by the Employer.
- 17.04      Sharing of Overtime – Where the Employer decides to assign overtime work, overtime shall be equitably distributed among employees qualified to assume the responsibility.
- 17.05      Minimum Call-Back Time – An employee who is called in and required to work outside her regular working hours shall be paid for a minimum of three (3) hours.
- 17.06      Staff Meetings – An employee required to attend staff meetings outside her regular hours of work shall be paid for a minimum of two (2) hours.

## **ARTICLE 18 – HOLIDAYS**

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

- (a)    New Year's Day
- (b)    Family Day
- (c)    Good Friday
- (d)    Easter Sunday
- (e)    Victoria Day
- (f)    Canada Day
- (g)    New Brunswick Day
- (h)    Labour Day
- (i)    Thanksgiving Day
- (j)    Remembrance Day
- (k)    Christmas Day
- (l)    Boxing Day

18.02        Working on Holidays

- (a)    Employees who are scheduled to work on a holiday shall be paid at the rate of time and one half (1 ½) their regular rate for all hours worked that day plus granted another regular shift (8) off in lieu of the holiday at a mutually agreed upon time.

Note: 18.02 a) Note: Employees regularly scheduled to work on a holiday have the first right of refusal. If an employee who is scheduled to work a holiday decides she does not want to work on that day, she must use the established call in procedures to find a replacement. Any changes to scheduling of holidays must adhere to the call in procedures. Changes to the call in procedures must be approved by the board of directors.

Employees shall be permitted to carry eighty-eight (88) accumulated hours.

- (b)    When a paid holiday falls on a permanent employee's scheduled day off, the employee shall have her paid holiday (8 hrs) rescheduled at a time mutually agreeable to the Employer and the employee.
- (c)    To be eligible for pay for one of the said paid holidays, employees must have worked on the scheduled work day prior to the paid holiday and the scheduled work day immediately after the paid holiday, unless such absence occurs during any paid leave.

- (d) The shifts that fall mainly within the holiday will be paid as the holiday.

18.03 For the purpose of temporary (relief) employees, if an employee is scheduled to work on a holiday, she shall be paid one and one-half (1 ½) the regular rate of pay for hours worked, provided she has been employed for at least 90 days.

## **ARTICLE 19 – VACATIONS**

19.01 Length of Vacation – Permanent full-time and permanent part-time employees shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

- |   |                                  |
|---|----------------------------------|
| Less than one year  | - 6 working hours for each month |
| One year or more  | - 2 regular work weeks           |
| In the calendar year of the 4 <sup>th</sup> anniversary and each year thereafter  | - 3 regular work weeks           |
| In the calendar year of the 10 <sup>th</sup> anniversary and each year thereafter | - 4 regular work weeks           |
| In the calendar year of the 15 <sup>th</sup> anniversary and each year thereafter | - 5 regular work weeks           |
| In the calendar year of the 20 <sup>th</sup> anniversary and each year thereafter | - 6 regular work weeks           |

19.02 (a) Every non-permanent casual employee shall be entitled to annual vacation pay paid with each pay cheque at the rate of 4% of gross earnings.

(b) Every non-permanent casual employee who has eight (8) or more continuous years of service with the Employer shall be paid six percent (6%) of the employee's wages for the vacation year.

(c) All non-permanent casual employees shall be allowed to bank their vacation accumulation.

19.03 The vacation year shall be from January 1 to December 31. For the transition year, vacation will be pro-rated. Vacation shall not be carried over unless approved by the Employer. An employee who wishes to carry vacation entitlement forward shall make her request in writing prior to the first day of November of the year in which the employee ordinarily would take the vacation sought to be carried forward. If carry over is denied, the employee shall be paid for the requested vacation.

- 19.04 Each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the sixteenth (16th) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the sixteenth (16th) of the month shall be eligible to begin accumulating vacation credits the following month.
- 19.05 When an employee is on leave of absence without pay for any reason, laid off or on suspension from duty for a period exceeding one-half (1/2) the number of working days in any month, no vacation leave credits shall accumulate for that month, but the employee shall retain any vacation leave credits accumulated prior to such leave or suspension from duty.
- 19.06 Vacation time shall be granted to each employee in order of seniority, at a time mutually agreed upon by the employee and the Employer.
- 19.07 Vacation Pay – An employee may receive a vacation advance provided the Employer is given fifteen (15) days notice and the Employee's vacation covers a pay day. The advance will be made on the last working day before the vacation begins.
- 19.08 An employee who becomes hospitalized while on annual vacation or becomes ill for a period in excess of three (3) days may use sick leave credits rather than lose a portion of her vacation. In such cases where sick leave is claimed, a Doctor's certificate must be submitted to the Employer and the Employer must be notified at the time of illness. The unused vacation credits shall be used at a later mutually agreed date.
- 19.09 Every person, upon ceasing to be an employee, shall have deducted from her final pay an amount of money equivalent to any vacation which was taken but to which she was not entitled and the amount of the deduction shall be accumulated at the employee's rate of remuneration at the time she ceased to be an employee.
- 19.10 An employee whose employment is terminated for any reason, shall be paid with her final pay, an amount of money equivalent to any vacation not taken which may have accrued to her benefit in accordance with this article.

## **ARTICLE 20 – SICK LEAVE PROVISIONS**

- 20.01 Permanent full-time employees will accumulate sick leave credits at the rate of 13.17 hours per month (1.65/8-hour day) to a maximum of one hundred and sixty (160) hours (an equivalent of 20 days).
- Permanent part-time employees will accumulate sick leave credits at the rate of 10.67 hours per month (1.33/8-hour day) to a maximum of one hundred and sixty (160) hours.
- For every 156 hours worked all non-permanent casual employees shall earn 10.67 hours sick time up to a maximum of one hundred and sixty (160) hours.
- 20.02 Each employee who commences employment on or before the sixteenth (16th) of the month shall be eligible to begin accumulating sick leave credits for that month.
- 20.03 Deduction from Sick Leave – A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour (exclusive of Holidays) that the employee is absent on sick leave as defined in Article 20.01. Sick leave credits shall also be granted for Family Responsibility Leave or Compassionate Care Leave as per Articles 21.09 and 21.10.
- 20.04 An employee may be required by the Employer to produce a Doctor's certificate for any period of absence in excess of three (3) consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages.
- Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, a standing directive may be issued that requires her to submit a medical certificate for any period of absence for which sick leave is claimed.
- 20.05 An employee who is absent from work on account of sickness or accident who wishes to use her sick leave credits for such absence, must notify the Employer as soon as possible.
- 20.06 When an employee is on leave of absence without pay for any reason, laid off or on suspension from duty for a period exceeding one-half (1/2) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

- 20.07 A record of all unused sick leave will be kept by the Employer. An employee shall be advised on application of the amount of sick leave accrued to her credit.
- 20.08 The absence of any employee who is receiving compensation benefits under the Worker's Compensation Act shall not be charged against the employee's sick leave accrued to her credit.
- 20.09 Sick leave shall be granted for medical or dental appointments which cannot be arranged outside of an employee's normal working hours. The employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed. Whenever possible, these appointments should be scheduled during off hours. When employees only need part of a shift off for such appointments, shifts shall be split in blocks of no less than three (3) hours to minimize the usage of sick leave credits.
- 20.10 Whenever the Employer requests a medical certificate, x-ray and test, except to support a claim for sick leave, such cost of the certificate, x-ray and/or test will be the responsibility of the Employer.

## **ARTICLE 21 – LEAVE OF ABSENCE**

- 21.01 Union Business – Leave of absence without pay shall be granted upon request by the Employer to employees elected or appointed to represent the Union business. However, not more than two (2) employees shall be entitled to leave of absence at the same time for this purpose, where operational requirements permit.
- 21.02 Grievances – An employee who has filed a grievance in accordance with the grievance procedure in Article 9, shall be granted time off work without pay when a grievance hearing is held, including arbitration.
- 21.03 Negotiations – Employees selected as appointees of the Union on the Bargaining Committee shall be given leave of absence without pay where operational requirements permit.
- 21.04 Bereavement Leave – All permanent employees shall be entitled to three (3) consecutive days without loss of wages in the event of the death of an employee's husband, wife, common law spouse, brother, sister, son, daughter, grandchild, father, mother, step parent, father-in-law, mother-in-law, or a relative living in the same household. One (1) day off without loss of wages will be granted in the event of the death of an employee's grandparent, brother-in-law, sister-in-law, aunt or uncle. Bereavement leave is granted provided that pay shall not be given for any such day(s) which falls on a holiday or which does not fall on the employee's regular working day. On request, an employee shall be



granted an additional days' leave for travel to attend a funeral over 300 km away from home. At the discretion of the employer, two additional bereavement days may be granted, consecutive to the initial leave. At the discretion of the employer, bereavement leave may be granted for other family members not mentioned above.

At the discretion of the employer, two additional bereavement days may be granted, consecutive to the initial leave. At the discretion of the employer, bereavement leave may be granted for other family members not mentioned above.

21.05 Jury Duty – The Employer shall grant leave of absence without loss of seniority to an employee who serves on a jury.

21.06 Maternity Leave

- (a) An employee who discovers she is pregnant shall notify the Employer in writing at least four (4) months prior to the expected date of delivery or as soon as her pregnancy is discovered, whichever is later. She shall then give two (2) weeks notice of commencement of leave in the absence of an emergency.
- (b) An employee is entitled to take the maximum allowable time for maternity leave as recognized in the Employment Insurance Act.
- (c) An employee can commence her seventeen (17) weeks maternity leave as early as eleven (11) weeks before delivery.
- (d) Parental and adoption leave entitles an employee to thirty-seven (37) weeks of unpaid parental leave. In the absence of an emergency, four (4) weeks notice is required for parental leave. An employee intending to take a leave of absence on being approved in accordance with the Family Services Act as prospective adopting parent, or in the case of a private adoption, four (4) months before, or in the event an emergency as soon as possible before the expected date of adoption placement, give written notice to the Employer of the employee's intention to take leave. Proof of adoption must be provided to the Employer as per the Employment Standards Act. This leave must be completed within fifty-two (52) weeks of the birth of a natural child or the date of placement of an adopted child.
- (e) An employee who is taking both maternity and parental leave must commence the parental leave immediately following the maternity leave unless the Employer and Employee agree otherwise.

- (f) An employee must return from maternity and child care leave at the expiry of the leave.

21.07

Examination Leave

- (a) If an employee is required by the Employer to write examinations to maintain qualifications or position, such employee shall not suffer any loss of pay or seniority in order to write such examination held during the employee's working hours. Leave shall be granted in a non-arbitrary or non-discriminatory fashion. Optional and/or employee-requested workshops and meetings are not included in this article.
- (b) If an employee is required by the employer to attend courses on a regularly scheduled workday, it will be considered paid time.
- (c) The Employer shall cover tuition fees for mandatory training/re-certification.
- (d) Requisite courses, at time of hire (i.e. Initial First Aid/CPR course, remain the responsibility of the employee) are exempt from this article.

21.08

General Leave

- (a) The Employer may grant leave of absence with or without pay to an employee requesting leave for good and sufficient cause. Such leave without pay will not be unreasonably withheld.
- (b) Storm Days – In the event of severe storms that prevent an employee from arriving at the workplace on time, the Employer shall grant the employee up to three (3) hours leave with pay to get to work.
- (c) Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, or accumulated vacation.

21.09

Compassionate Care Leave – The employer recognizes that due to unexpected circumstances, for a family member who is gravely ill and who is at risk of death within twenty-six (26) 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 benefits under compassionate leave benefits under the EI Act.

- 21.10 Family Responsibility Leave: The Employer shall grant up to five (5) days during a twelve (12) calendar month period of Family Responsibility Leave to meet responsibilities related to the health, care or education of a person in a close family relationship with the employee as set out in the *Employment Standards Act*.

Employees may use up to five (5) days of sick leave credits in a twelve (12) month period for Family Responsibility Leave, or alternatively for Compassionate Care Leave during the two week waiting period before benefits are paid under the *Employment Insurance Act*.

## **ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

- 22.01 Pay Day – The Employer shall pay wages bi-weekly, every Thursday at 9 am. On each pay day, each employee shall be provided with an itemized statement of her wages and deductions. When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.

Wages as per Schedule "A".

- 22.02 Supplementation of Compensation Award – An employee shall accumulate seniority under this Agreement during the period of total temporary disability. The employee shall be permitted to use sick leave credits while her Workers' Compensation claim is being processed after the 3 day initial waiting period or during the appeal. Any money realised shall be paid back to the employer and sick leave credits will be re-instated.

- 22.03 Bonds – The Employer shall deduct from the employee's pay and deposit same in requested financial institute.

- 22.04 Adjustments of Vacation, Sick Time & Statutory Holidays – Vacation, sick time benefits and statutory benefits will be accumulated and utilized based on the calendar year from January 1<sup>st</sup> to December 31<sup>st</sup>. During transition, hours will be calculated for each staff member to ensure no loss of benefits in any of these three (3) categories.

- 22.05 Should the employer receive an increase in Social Development funding during the term of the agreement, this funding will be used to increase wages and/pr benefits of the members of CUPE Local 3584. Should an increase in funding be received the parties will commence negotiations within thirty (30) days to determine how the funding will be distributed in wages and/or benefits. Failing this any party will be entitled to submit the matter to binding arbitration with a single arbitrator.

## **ARTICLE 23 – HEALTH AND PENSION PLANS**

- 23.01 The present Extended Health and Dental Plan shall continue in effect during the term of this agreement and the Employer shall pay 25% of the premium and the employee 75% of the premium.

The parties shall continue to pay premiums for the following benefits as follows:

Life Insurance and A.D.D.	Employer: 100%
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Long-term Disability	Employee: 100%
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Permanent part-time employees with regularly scheduled hours shall be scheduled for no less than 24 hours per week so as to maintain eligibility for Extended Health and Dental benefits.

- 23.02 The parties agree that all employees will join the Multi-Sector Pension Plan. The Employer agrees to pay 5% of employees' salaries towards this pension plan. Also, the employees will have deducted minimum 3% up to 5% of their salaries from their pay to go towards this pension plan.

See attached document(s) regarding Pension Plan. To be further attached to this agreement, will be the participation agreement to join the Multi-Sector Pension Plan.

## **ARTICLE 24 – HEALTH AND SAFETY**

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

### **24.02 Violence in the Workplace**

Definition of Violence – “Violence” means the attempted, threatened or actual conduct of a person that endangers the health and safety of an employee and includes a threatening statement or threatening behavior that gives an employee reasonable ground to believe that the employee is at risk of injury.

Violence Policies and Procedures – The Employer agrees to develop policies and procedures to deal with violence in the workplace. The policies will address the prevention of violence, the management of violent situations and the provision of resources. The policies and procedures will be part of the employees' health and safety policy, and written copies shall be provided to each employee.

The policies and procedures will include but not be limited to:

- 1) Provision of adequate information about previous violent behavior to employees;
- 2) Adequate arrangements to investigate cases where violence and assaults against employees have occurred; and
- 3) Provision for joint Union-Employer Health and Safety Committees to review the effectiveness of anti-violence policies.

Training – The Employer agrees to provide training and information on the prevention of violence to staff to all employees who come into contact with potentially aggressive persons. All employees working in areas where there is a risk of violence shall be trained with a course including but not limited to:

- causes of violence;
- factors that precipitate violence;
- recognition of warning signs;
- prevention of escalation;
- controlling and defusing aggressive situations; and
- details of the Employer's policy, measures and procedures to deal with violence and the availability of supportive counselling.

The Employer agrees to provide adequate time and resources for this training. The Employer shall pay each employee his/her wages as set out in the collective agreement while he/she undergoes such training or any subsequent training.

Support and Counselling – The Employer and the Union recognize that where preventative measures have failed to prevent violent incidents, counselling and support must be provided to help victims recover from such incidents.

#### 24.03 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) Workers experiencing domestic violence will be able to access five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval. A medical report or a confirmation report from police will be requested to verify

domestic abuse has occurred, this report will be submitted to the General Manager. Once an employee has been granted five (5) days of leave under this article, any future requests will be at the discretion of the Employer.

- c) Confidentiality – All personal information concerning domestic violence will be kept confidential in line with relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- d) Protection from Discipline – the Employer agrees that no adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing domestic violence.

## **ARTICLE 25 – JOB SECURITY**

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

## **ARTICLE 26 – GENERAL CONDITIONS**

- 26.01           Bulletin Boards – The Employer shall provide a bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of meetings and other notices which may be of interest to the employees.
- 26.02           The employer agrees to supply, at the beginning of each month, a list showing employees their accumulated stat time, sick time and vacation time from the prior month including an accumulated total of all months.

## **ARTICLE 27 – COPIES OF AGREEMENT**

- 27.01           The employer shall make available copies of this Collective Agreement so that each employee will be issued a copy and a copy will be given to each new employee hired.

## **ARTICLE 28 – LABOUR-MANAGEMENT COMMITTEE**

- 28.01           The parties to this Agreement recognize the mutual benefits to be derived from joint consultation and agree to the establishment of a labour-management committee. The committee shall consist of two (2) representatives from the union and two (2) representatives from the Board. The parties agree that the committee shall be utilized as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not governed by this Agreement and other matters of mutual interest. The committee shall meet upon the request of either party. Employees attending committee meetings shall

suffer no loss of pay for attending such meetings. The committee does not have the power to alter, amend, add to or modify this Collective Agreement.

## **ARTICLE 29 – DURATION AND TERMINATION**

- 29.01      Term of Agreement – This Agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning March 1, 2019 and ending on May 31, 2023, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this agreement or any renewal thereof.
- 29.02      All wage changes in the new agreement shall be adjusted retro-actively and shall be paid at straight time for all hours worked.

## **SCHEDULE "A"**

### **WAGES**

Wage increases of \$1.05 per hour for all staff.

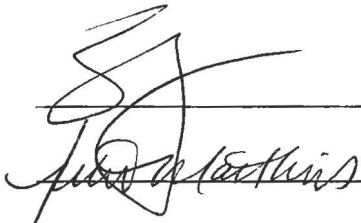
The wage adjustment of \$1.05 per hour and the first 2% wage increase will be paid retroactively as of March 1, 2019.

Crisis Intervenor	March 1, 2019 2 %	Mar 1, 2020 2 %	Mar 1, 2021 2 %	Mar 1, 2022 2 %
Probationary Period	\$15.15	\$15.46	\$15.77	\$16.08
Entry	\$15.83	\$16.15	\$16.47	\$16.80
1872 hours (1 year)	\$15.90	\$16.22	\$16.54	\$16.88
3744 hours (2 years)	\$17.71	\$18.06	\$18.42	\$18.79


Note: 1 year's service = 1872 hours

IN WITNESS WHEREOF, the parties have signed, this 07 day of January 2020.

**FOR THE EMPLOYER:**

  
\_\_\_\_\_

**FOR THE UNION:**

  
Carrie Randall-Christians  
\_\_\_\_\_