

COLLECTIVE AGREEMENT

between

**UNITED WAY
SAINT JOHN, KINGS & CHARLOTTE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5048**

January 1, 2020 to December 31, 2022

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COLLECTIVE AGREEMENT

BETWEEN THE:

UNITED WAY SAINT JOHN, KINGS & CHARLOTTE

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND THE:

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 5048**

Chartered by the Canadian Union of Public Employees
and affiliated with the Canadian Labour Congress,

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: DEFINITIONS

1.01 Purpose

The purpose of this Agreement is to:

- (a) Maintain and improve the 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 and employment affected by any term or condition of this Collective Agreement.
- (c) To encourage efficiency in operation.
- (d) And to promote the morale, well-being and security of all of the employees in the Bargaining Unit of the Union.

1.02 Employee

For the terms of this Collective Agreement, all members shall constitute all employees of the United Way Saint John, Kings & Charlotte, save and except those excluded by the Industrial Relations Act as stated in Certification Order IR-001-11.

1.03 Probationary Employee

Shall mean an employee serving an initial period of six (6) months from the date of hire in order to determine suitability for employment as a "regular employee" and maybe extended as per Article 13.03.

1.04 Regular Full-Time Employee

Shall be an employee who is employed on a full-time basis and has successfully completed the probationary term.

1.05 Regular Part-Time Employee

A part-time employee works twenty-four (24) hours or less per week on a continuing basis and has successfully completed the probationary period.

1.06 Temporary Employee

"Temporary Employee" means an employee hired to fill a temporary vacancy of a specific term to augment the work of a regular employee, hired on a short-term basis or to replace a regular employee on leave of absence.

1.07 No Effect on Employees

The Employer agrees no employee will have their hours of work for pay reduced or be laid off as a result of the hiring of a temporary employee or from the use of a volunteer or a loan representative.

1.08 Rates of Pay

All employees shall be employed at the salary listed in Schedule "A".

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

- (a) The management and control of the Employer's operations and the direction of the working force shall remain the exclusive function of management, provided that such management and direction does not contravene the provisions of this Agreement.

- (b) From time to time the Employer may make or alter rules and regulations to be observed by its employees (such rules and regulations shall observe the provisions of this Agreement). New rules and amendments shall be discussed with the Union prior to implementation.

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The Employer's rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of their benefits, rights or employment.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 5048 as the sole and exclusive collective bargaining agency for all of the employees within the bargaining unit.

3.02 Written Notification

The Employer shall notify the President and the Union in writing at the same time that an employee, covered by this Agreement, receives notification that they are being promoted, demoted, transferred, suspended, laid off or terminated or the employee resigned.

3.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives which may conflict with the terms and conditions of employment.

3.04 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any functions which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

3.05 Contracting Out

- (a) The Employer shall not contract out, transfer, assign, lease or convey, in whole or in part, the work of the bargaining unit to any person or party which results in reduction of work or pay of the bargaining unit, without the written consent of the Union.

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- (b) Notwithstanding part (a), during the campaign the Employer is not bound by part (a) provided that there is no reduction in work or pay of the bargaining unit.

For the purpose of this clause the campaign shall normally be from September 1 to the last day of February each year subject to change by mutual agreement of the parties.

ARTICLE 4: HUMAN RIGHTS

4.01 Employer Shall Not Discriminate

The parties hereto subscribe to the principles of the *New Brunswick Human Rights Act*.

4.02 Sexual Harassment in the Workplace

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not be limited to:
 - 1. Sexual solicitation or advance or inappropriate touching and sexual assault.
 - 2. A reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

4.03 Personal Harassment

- (a) The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree to cooperate in attempting to resolve complaints of personal harassment which may arise in the workplace.
- (b) The Employer shall have a responsibility to investigate a complaint of personal harassment and where a complaint is not satisfactorily resolved, an employee may submit a grievance at Step 2 of the Grievance Procedure.

ARTICLE 5: UNION SECURITY

5.01 All Employees to be Members

All employees of the Employer covered by the Certificate of Bargaining Unit shall, as a condition of employment, become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. As a condition of employment all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 Deductions

In accordance with the Constitution and/or Bylaws of the Union, the Union agrees to advise the Employer of the amounts of such Union dues and/or assessments as may be determined from time to time by the said Union. The Employer, shall upon the first day of hire deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made, such deductions to be remitted to the Union Treasurer not later than the 10th day of the following month.

6.02 Deductions to be remitted

- (a) The sums deducted pursuant to this Article shall be remitted to address of the Union below, accompanied by a list of the names and work locations of those from whose wages the deductions were made prior to the fifteenth (15th) of the month following the month in which the deductions were made:

Canadian Union of Public Employees
21 Florence Street
Ottawa, Ontario
K2P 0W6

- (b) The Employer shall indicate on each employee's T-4 Slip the amount of union dues deducted from the employee during the previous year.

ARTICLE 7: NEW EMPLOYEES

7.01 Copies of Agreement / Interviewing Opportunity

On commencing employment, the Employer shall provide the new employees with a copy of the Collective Agreement and the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or representative for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

All correspondence and agreements between the parties arising out of this Agreement shall pass to and from Executive Director and/or designated representative and the Union President with a copy to the CUPE National Representative.

ARTICLE 9: UNION-MANAGEMENT RELATIONS

9.01 Representation

The Union shall advise the Employer of its authorized representatives and the Employer shall advise the Union of its authorized representatives.

9.02 CUPE Representative

The Employer agrees that access to its premises will be granted to representatives of the Union and the Canadian Union of Public Employees when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Representatives of the Union and the Canadian Union of Public Employees shall give reasonable advance notice to the Employer of their intention to enter, and shall not interfere with the department or section concerned.

9.03 Committees

Bargaining Committee

The Union agrees to appoint one (1) representative and the CUPE National Representative to their own bargaining committee. It is further agreed that the maximum number of persons representing the parties will be limited to two (2) for the Union and three (3) for management. This is not intended to preclude the use of technical staff for information purposes from time to time.

9.04 Meetings of Committees

In the event either party wishes to call a meeting of the committees, the meetings shall be held at a time and place fixed by mutual agreement in a timely manner.

9.05 Technical Information

The Employer shall make available to the Union on request, information required by the Union such as job descriptions, positions in the bargaining unit, job classifications, salary and wage scales, financial and actuarial information pertaining to pension and welfare plans. The information requested under this Article shall be only that information in the possession of the Employer relating to the bargaining unit.

9.06 Labour-Management Committee

(a) Purpose

1. The committee shall enjoy the full support of both parties in the interests of good employee/management relations and as a result of discussions, shall make recommendations to the Employer or the Union as appropriate.
2. A Labour-Management Committee shall be established consisting of two (2) bargaining unit representatives of the Union and in addition a CUPE representative, if requested by the Union, and two (2) representatives of the Employer from the Human Resources committee who shall report all outstanding and planned bargaining unit business with the committee.

(b) Meetings

The committee shall meet in March and September or on as needed basis at a time and place mutually agreed by the two (2) parties when required.

(c) Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, President, the United Way Union Shop Steward and the Employer shall each receive one (1) signed copy of the minutes within seven (7) days following the meeting.

(d) Chairpersons of the Meetings

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(e) Jurisdiction

The committee shall be an advisory committee and shall not have jurisdiction over wages nor any management functions, nor any matter of collective bargaining including the administration of this Collective Agreement.

(f) Power of Committee

The committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer, to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 Permission to Leave Work

The Employer agrees that the Union Steward or representative shall not be hindered, coerced, restrained or interfered with in any way in the performance of his/her duties while investigating disputes and presenting adjustments as provided in this article. The Union recognizes that the Union Steward or representative is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this Agreement. Therefore, no Union Steward or representative shall leave his/her work without obtaining the permission of his/her supervisor, such permission shall not be unreasonably withheld.

10.02 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement or any other dispute.

10.03 Settling of Grievances

Step 1 Within twenty (20) working days of the known occurrence of the matters giving rise to a dispute, the aggrieved employee shall request a discussion with his/her immediate Employer representative and this meeting shall constitute Step 1 of the grievance procedure. The employee has the right to have a Union representative present at such meetings. The Employer's representative shall have five (5) working days from the date of the meeting to investigate the dispute and respond in writing.

Step 2 Failing a settlement being reached at Step 1, the Union may present a grievance at Step 2 by:

1. Submitting the grievance, in writing, to the Executive Director or designated representative, setting out the nature of the grievance and the remedy sought, within ten (10) working days of the Employer's Step 1 response or the date such response was due.

2. The Executive Director or designated representative shall meet with the Union representatives and shall reply in writing to the Union within ten (10) working days of receipt of the grievance at Step 2.

Step 3 Failing satisfactory settlement at Step 2, or when an employee is suspended or discharged, the Union and the grievor shall have the opportunity to present the grievance to the Executive Committee before the next monthly board meeting. The Executive Committee shall have the authority to make recommendations on the resolution of the grievance by way of a democratic vote that shall be held within thirty (30) days from the application for the Union to consider before proceeding to Step 4.

Step 4 Failing a satisfactory settlement being reached at Step 3 the Union, following the date of the Employer's Step 2 response or the day such response was due, may refer the dispute to arbitration as outlined in Article 11 of this Agreement.

10.04 Time Limit Extensions

Any time limits prescribed in this Article will be extended by mutual agreement in writing as long as it is a reasonable request.

10.05 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, Step 1 of Article 10.03 may be bypassed.

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10.06 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

10.07 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedures.

ARTICLE 11: ARBITRATION

11.01 Composition of Arbitration

When either party requires that a grievance be submitted to arbitration, that requirement shall be made by hand delivery or by registered mail addressed to the other party of the Agreement. Within five (5) days of receipt of the grievance, or at such other time as may be mutually agreed to, the parties will communicate in order to discuss the appointment of a single arbitrator. If the parties are unable to agree to a single arbitrator, either party may apply to the Ministry responsible for Labour for the Province of New Brunswick to have an arbitrator appointed under section 55.01 of the *Industrial Relations Act*.

11.02 Disagreement on Decision

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to reconvene to clarify the decision. This application must be made by registered mail no more than five (5) days from the time both parties are aware of the disagreement.

11.03 Amending of Time Limits

The time limits fixed in both the grievance and arbitration procedures may be extended by written consent of the parties.

ARTICLE 12: DISCHARGE, SUSPENSION AND DISCIPLINE

12.01 Warnings

Whenever the Employer or designated representative deem it necessary to censure an employee in a manner indicating that dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within ten (10) days thereafter, give written particulars of such censure to the President of the Union with a copy to the employee involved.

12.02 Crossing of Picket Lines During Strikes

An employee covered by this Agreement shall have the right to refuse to cross a picket line or to handle goods from an Employer where a strike or lockout is in effect. If in the event a member refuses to cross a picket line, the member will be expected to conduct other duties of work while respecting the picket line.

12.03 Adverse Reports

Any letter of reprimand, adverse report, or complaint of an employee shall be removed from any and all files after eighteen (18) months and shall not be used or referred to again thereafter, provided that the employee has not received any further similar discipline during this period.

12.04 Right to Have Union Representative Present

- (a) When the Employer intends to discipline an employee, such employee must have a Union Steward or representative present. The Employer shall advise the employee of this right.
- (b) A Union Steward or representative shall have the right to consult with a CUPE Staff Representative and to have him or her present at any meeting with supervisory personnel where the intent of the meeting is disciplinary in nature.

12.05 Access to Personnel File

An employee shall have the right at any time to have access to and review his/her personnel record. An employee shall have the right to make copies of any material contained in his/her personnel record.

Any disagreement as to the accuracy of information contained in the file may be subject to the Grievance Procedure.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing.

12.06 Just Cause

The Employer cannot censure, discipline or dismiss an employee without proof of just cause, and the practice of a progressive disciplinary approach. The Employer must notify the employee prior to any formal meeting, the nature of the meeting that may lead to censure, discipline or dismissal or any investigation.

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ARTICLE 13: SENIORITY

13.01 Seniority Defined

Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

13.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which employee's service commenced. Where two (2) or more employees commenced work on the same day, a lottery will determine the order of seniority. An up-to-date seniority list shall be sent to the Union and circulated to all staff in January of each year or upon request.

13.03 Probation for New Employees

This provision applies to new employees only:

- (a) A person who is a successful applicant to a position shall be subject to a six (6) month probation period, as per Article 1.03 and can be subject to dismissal at any time for just cause without recourse to the grievance procedure.
- (b) Newly hired employees shall be entitled to and have access to all benefits as they become available through the terms of the Collective Agreement.
- (c) If the position filled by a temporary employee is subsequently posted and the temporary employee is the successful candidate, their probationary period shall be reduced by the length of their tenure in the temporary position.

13.04 Loss of Seniority

An employee shall not lose seniority rights if he/she is absent from work because of sickness, disability, accident, layoff of less than twelve (12) consecutive months or leave of absence approved by the Employer.

13.05 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. Such employee shall have the right to return to a position in the bargaining unit during his/her trial period, which shall be a maximum of six (6) months. If an employee returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in the layoff or bumping of an employee following the six (6) month trial period.

ARTICLE 14: PROMOTIONS AND STAFF CHANGES

14.01 Job Posting

- (a) When a new position is created, or when a vacancy of a temporary or permanent nature occurs inside the bargaining unit, the Employer shall immediately notify the Union in writing and post notice of the position on the Employer's bulletin boards for a minimum of one (1) week, so that all members will know about the vacancy or new position. Positions shall be advertised within one (1) month of vacancy and shall be filled from within the Bargaining Unit one week from the closing of the posting notice if possible. Failing a Bargaining Unit application, the Employer shall post the position publicly.
- (b) The Employer and the Union agree that there is no requirement to post temporary vacancies of up to three (3) months duration. Where a temporary vacancy will exceed or does exceed three (3) months, then the vacancy shall be posted unless the Union waives, in writing, the requirement to post the vacancy.

14.02 Information in Postings

Such notice shall contain the following information:

- Nature of position.
- Qualifications, required knowledge, education and skills, shift and hours of work.

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14.03 Role of Seniority in Promotions and Transfers

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers, or promotions, appointment shall be made of the applicant with the greatest seniority and provided they have the required qualifications in accordance with Article 14.02.

14.04 Notification

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant from the bargaining unit and a copy posted on the bulletin board.

14.05 Trial Period

This provision applies to internal promotions or transfers of existing bargaining unit member employees only:

- (a) There shall be a six (6) month trial period for successful applicants who are regular employees or regular part time employees. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or is dissatisfied with the position, he/she shall be returned to his/her former position, wage and salary rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- (b) During the trial period a promoted employee shall be entitled to continue with all rights and benefits as specified in this Collective Agreement and shall be paid the greater of the wage or salary rate of their former position or the probation rate of the new position as set out in Schedule "A" of the Collective Agreement.

14.06 Notification to the Union

The Union shall be notified of all promotions, demotions, hirings, layoffs, transfers, recalls, resignations, retirements or terminations of employment.

ARTICLE 15: LAYOFFS AND RECALLS

15.01 Definition of Layoff

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work of any of the employees in the bargaining unit.

15.02 Role of Seniority in Layoffs

A Bargaining Unit employee subject to layoff shall be given the option of bumping an employee in the same location who has less service seniority provided that the person bumping has the necessary qualifications, abilities and experience to fill the position.

15.03 Recall Procedures

Should regular vacancies occur, for a period up to one (1) year following the layoff, the Employer shall attempt to recall an employee on the recall list, provided he/she has the necessary qualifications, ability and experience to fill the position, before posting the position.

15.04 Recall Procedures for Temporary Employees

Temporary employees will be entitled to be placed on a recall list for employees and shall be entitled to be recalled on the basis of hours accrued and their place on the recall list provided he/she has the skills and ability to do the work available.

15.05 Grievances on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 2 of the grievance procedure.

15.06 Advance Notice of Layoff

The Employer shall notify regular employees of less than one (1) year seniority who are to be laid off ten (10) days prior to the effective date of layoff.

The Employer shall notify regular employees of more than one (1) year seniority who are to be laid off ninety (90) days prior to the effective date of layoff.

If the employee is not given the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

ARTICLE 16: HOURS OF WORK

16.01 Regular Daily Hours

The regular work day shall be 8:30 a.m. to 4:30 p.m., Monday to Friday, with a one (1) hour lunch for a thirty-five (35) hour week.

16.02 Shift Schedule

- (a) It is agreed and understood by the parties that the nature of the United Way requires that the employees be prepared to work varied shifts and additional hours for campaigns and special events outside their regular hours of work. To compensate for this, employees shall be entitled to seven (7) days a year with pay.
- (b) Within the first month of the fiscal year the Executive Director would meet with each member to determine anticipated workload and busy times for the year. The employee and Executive Director may revise the plan as required. It is agreed that employees will be expected to work additional hours during busy times and will redeem these hours at a time agreed by the Executive Director, when their workload is less demanding, which could be adjusted due to operational requirements.
- (c) The office will be closed from December 24 to January 1st in which all members shall be paid.
- (d) Should either the Union or the Employer at any time believe that the recognized lieu time in 16.02(a) is either more or less than additional hours worked, a review will take place and all options will be considered.
- (e) Employees are to track additional hours earned and redeemed and provide to Executive Director monthly.
- (f) Save and except Article 16.02 (a), the Employer will pay employees for all work performed with a funded partner and/or agency upon the approval of the Executive Director.

16.03 Coffee Breaks

It is understood by the parties that the employees are entitled to up to two (2) fifteen (15) minute coffee breaks to be taken during the regular shift at a time of mutual convenience.

Part time employees shall be entitled to at least one fifteen (15) minute coffee break when working less than five hours.

ARTICLE 17: HOLIDAYS

17.01 Paid Holidays

The Employer recognizes the following as paid holidays:

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

AND any other day declared or proclaimed as a holiday by the federal or provincial governments.

17.02 Compensation for Holidays on Saturday or Sunday

When any of the holidays are specified in Article 18.01 fall on a Saturday or Sunday and is not declared or proclaimed as being observed on some other day, then the following Monday (or Tuesday where the preceding Monday is declared or proclaimed a holiday) or the previous Friday, shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 18: VACATIONS

18.01 Length of Vacation

- (a) Employees annual leave credits are entitled to the following as of their anniversary date of employment:
 - i. Less than one year of service, one day for each month worked to a maximum of ten
 - ii. After one year to seventh year of service, 15 days per year
 - iii. After seven years to eighteenth year of service, 20 days per year
 - iv. After eighteen years of service, 25 days per year.
- (b) Seniority applies to vacation requests received prior to April 30th. When employees have requested vacation for a given period, the vacation schedule is based on seniority. Approvals for vacation requests are required from the Executive Director.
- (c) After April 30th, seniority does not apply to vacation requests. Employees requesting vacation must provide a minimum two weeks' notice. Approval for vacation requests are required from the Executive Director, subject to operational requirements.

18.02 Vacation Pay

Vacation pay for each week of vacation shall be at normal rate of pay.

18.03 Compensation for Holidays Falling Within Vacation Schedule

If a paid holiday falls or is observed during an employee's vacation period he/she shall be allowed an additional vacation day with pay at a time mutually agreed to by the employee and the Employer.

18.04 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year prior to using his/her vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation prior to termination.

18.05 Approved Leave of Absence During Vacation

Where an employee qualifies for sick leave, bereavement or any other approved leave during his/her period of vacation there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or may be taken at some other time during the calendar year. Such options are by mutual agreement, but such agreement shall not be unreasonably withheld provided that suitable proof is supplied by the employee when requesting the additional vacation.

18.06 Vacation leave is to be used in full before the end of the calendar year. In some unique circumstances, a carry over of vacation days into the next calendar year may be arranged, if approved by the Executive Director in advance.

18.07 Barring extenuating circumstances, any carry over of vacation days must be used by March 30 of the following year.

ARTICLE 19: SICK LEAVE PROVISIONS

19.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick, disabled, incurring medical complications as a result of pregnancy, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

19.02 Amount of Paid Sick Leave

Employees shall earn two (2) days per month to a maximum of 60 days. Out of the twenty-four (24) days accumulated in the calendar year, an employee can deduct up to six (6) days of any time within the calendar year from their accumulative sick leave bank for personal reasons.

19.03 Proof of Illness/Notification

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of three (3) working days certifying that he/she was unable to carry out his/her duties due to illness.

Employees who are absent for reason of illness, accident or compelling personal reasons will report each absence and expected time of return to the Executive Director as soon as possible. The Executive Director may request a doctor's certificate or other verification of the reason(s) for absence after three (3) consecutive working days. All costs incurred in obtaining a doctor's certificate will be reimbursed by the United Way.

19.04 Sick Leave for Part-Time Employees

Part-time employees shall accumulate sick leave based upon hours worked proportionate to the maximum allowable under the Collective Agreement.

19.05 Sick Leave Accrual

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

19.06 Retirement Allowance

Any employee who retires with at least 15 years of service, shall receive one (1) week's pay per year at his/her current wage rate retroactive to their employment date in a regular full-time or part time position as retirement allowance to a maximum of 26 weeks.

ARTICLE 20: LEAVE OF ABSENCE

20.01 Negotiation Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for time involved in negotiations with the Employer.

20.02 Grievance and Arbitration Pay Provisions

Representatives of the Union shall not suffer any loss of pay or benefits for the time involved in grievance and arbitration procedures.

20.03 Leave of Absence for Full-Time Union

An employee who is elected or selected for a full-time position with the Union, or anybody with whom the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of one (1) year. It is understood that such leave of absence shall not commence until such time as a temporary employee is in place and reasonably trained in the performance of the duties of the person seeking the leave of absence. Such leave shall be renewed each year, on request, during his/her term of office.

20.04 Pay During Leave of Absence for Union Work

An employee shall receive the pay and benefits provided for in this collective agreement when booked off on a paid leave of absence to perform only union work if the member is not being paid directly by the union. The union shall reimburse the Employer for all pay and benefits during the period of absence.

20.05 Bereavement Leave

- (a) All employees shall be granted time off with pay up to a maximum of five (5) working days for the purpose of grieving the death and attending the funeral of his or her immediate family (parent, child, brother, sister, spouse/partner, step-parent, step-child, step brother or sister) or from someone who resides in their household.
- (b) Three (3) working days shall be granted time off with pay for the purpose of grieving and attending the funeral for extended family members (e.g. grandparents, grandchildren or parent-in-law). Bereavement leave for other family members must be discussed with the Executive Director who may grant additional time off without pay for good and sufficient requests.
- (c) An employee shall be entitled to leave of one (1) day off with pay for the purpose of attending a funeral as a pallbearer.

20.06 Maternity/Child Care/Adoption Leave

(a) Length of Leave

1. Maternity Leave

A pregnant employee on her written request shall be entitled to up to seventeen (17) consecutive weeks of maternity leave and up to **sixty-two (62)** consecutive weeks of **child care** leave, all without pay. The **child care** leave must immediately follow the maternity leave.

In the event the birth mother dies or is totally disabled, an employee who is the **natural parent** of the child shall be entitled to both maternity and **child care** leave without pay.

2. Child Care / Adoption Leave

An employee who is the birth **parent or adoptive parent of a child** shall be entitled to up to **sixty-two (62)** consecutive weeks of **child care** leave without pay. The employee shall take the leave within fifty-two (52) weeks of the child's birth or date the child comes within the care and custody of the employee.

**Or any benefit that may be provided by the applicable legislation, i.e.:
Employment Standards Act.**

3. Extensions – Special Circumstances

An employee shall be entitled to extend maternity leave without pay where a physician certifies the employee as unable to return to work for medical reasons related to the birth or because the child suffers medical complications.

An employee shall be entitled to extend the adoption leave by up to an additional five (5) consecutive weeks' leave without pay where the child, before coming into the employee's care and custody, is certified as suffering from a physical, psychological or emotional condition.

(b) Notice Requirements and Commencement of Leave

1. An employee who requests adoption or **child care** leave for the adoption or caring of a child shall be required to provide proof of adoption or birth of the child.

2. An employee shall provide written notice, at least four (4) weeks in advance of the intended commencement date of the maternity and/or **child care** leave. In the case of adoption of a child, the employee shall provide as much notice as possible.
3. The Employer may require a pregnant employee to commence maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy. In such cases the employee's previously scheduled leave period will not be affected.
4. An employee on maternity leave, adoption leave or **child care** leave shall provide two (2) weeks' notice prior to the date the employee intends to return to work.
5. An employee who wishes to return to work within six (6) weeks following the actual date of the birth may be required to provide a certificate from a medical practitioner stating the employee is able to return to work.

Where a pregnant employee gives birth before requesting maternity leave or before commencing maternity leave, the maternity leave will be deemed to have started on the date of birth.

(c) **Return to Work**

On resuming employment an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated **with no decrease in pay and with no loss of benefits accrued up to the commencement of the leave**, and for the purposes of pay increments and benefits, referenced in (e) herein, and vacation entitlement (but not for public holidays or sick leave) maternity, adoption and **child care** leave shall be counted as service. Vacation pay shall be prorated in accordance with the duration of the leave and an employee may elect not to take that portion of vacation which is unpaid.

(d) **Sick Leave**

1. An employee who suffers any illness or disability prior to commencing maternity leave shall be entitled to sick leave benefits.
2. An employee while on maternity leave, adoption leave or **child care** leave shall not be entitled to sick leave benefits during the period of leave.

3. Notwithstanding paragraph (d) 2., an employee on maternity leave, adoption leave or child care leave who has notified the Employer of their intention to return to work pursuant to Sections (b) 4. and (5. and who subsequently suffers any illness or disability which prevents them from returning to work as scheduled, whether or not such illness or disability is related to pregnancy, shall be entitled to sick leave benefits commencing on the first day on which the employee would otherwise have returned to work.

(e) Benefits

All benefit contributions shall continue uninterrupted during the period of time the employee is on maternity, adoption and/or child care leave and the employee shall make arrangements prior to commencing the leave to pay their share of the RRSP contributions and their share of the benefit premiums for that period where the premiums are cost-shared.

(f) Seniority

Seniority shall continue to accrue to the credit of the employee taking leave under this Article.

20.07 Special Leave

- (a) Employees shall be allowed leave of absence without pay and without loss of seniority and benefits for any reasonable request at the discretion of the executive director.
- (b) Two (2) weeks notice to the Employer, unless otherwise agreed, is required in order to validate the request for leave.
- (c) When an employee has requested an unpaid leave of absence and it has been approved by the Executive Director, the employee will be responsible for payment of any benefit premiums while he or she is on leave.

20.08 Education Leave for Examinations

An employee shall be entitled to leave of absence with pay and with no loss of seniority and benefits to write examinations to upgrade his/her employment qualifications, provided that the Employer has agreed to this benefit prior to the employee's actual starting of the course leading to the examination.

20.09 Professional Development

Within budget limitations the United Way may provide financial assistance to a maximum of \$500 per year to any employee who takes educational courses outside regular working hours on a voluntary basis, provided the course will complement his/her knowledge and be of benefit to the United Way. Approval must be received from the Executive Director prior to the commencement of the course. Full reimbursement of tuition will be paid upon proof of successful completion for the year to a maximum of \$500 of the course. The course will be taken on an employee's own time unless the employee is required by the United Way to take the course.

20.10 Paid Jury or Court Witness Duty Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as juror or subpoenaed witness in any court and the Employer shall pay such an employee the difference between normal earnings and the payment received for the jury service or court witness excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a court witness in any matter arising out of his/her employment shall be considered as time worked at the appropriate rate of pay.

20.11 Time Off For Elections

Employees shall receive the appropriate time off with pay so as to equal three (3) clear hours before the closing of the polls in any federal, provincial or municipal election or referendum.

20.12 Negotiation Preparations

In the period six (6) months prior to the termination of this Collective Agreement each member of the Union Bargaining Committee shall be entitled to one (1) day off with pay to prepare for negotiations.

20.13 Domestic Violence

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.

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. Once an employee has been granted 5 days of leave under this article, any future requests will be at the discretion of the employer. If the employee is struggling with attendance or performance as a result of domestic violence, the employer may explore accommodations, provided the work of the organization does not suffer.

Confidentiality – All personal information concerning domestic violence will be kept confidential. Information in the file can be reviewed by the employee at any time and the employee may request removal of the information, which would not be reasonably refused.

ARTICLE 21: PAYMENT OF WAGES AND ALLOWANCES

21.01 Pay Days

The Employer shall pay salaries and wages monthly with an advance on the 14th of the current month in accordance with Schedule "A" attached hereto and forming part of this Agreement. Itemized statements on wages, benefits, and all deductions and contributions along with sick time accumulation will be attached to the salary or wage issued on each pay day.

21.02 Deductions

The Employer may not make deductions from wages or salaries unless authorized by the employee by statute, court order, arbitration order or by this Agreement. Overpayment shall be recoverable by the Employer over a time span to be mutually agreed to by the parties, but not to exceed six (6) months.

21.03 Pay on Temporary Transfer – Higher Rated Job

When an employee temporarily substitutes in or performs the principal duties of an employee in a higher paying position for a period of time in excess of one (1) day he/she shall receive the rate of pay for that job for all hours worked.

21.04 Pay on Transfer – Lower Rated Job

When an employee is temporarily assigned to a position having a lower rate his/her rate shall not be reduced.

21.05 Automobile Allowance

The Employer shall not require an employee to own an automobile as a condition of employment. When transportation is required by the Employer the employee may, with the approval of the Employer, elect to use his/her own automobile at the average travel rate of both the Province of New Brunswick and Federal Government. The Employer shall, when necessary, provide alternate transportation appropriate to the occasion. In addition, if the United Way is to provide parking on a daily basis for any of its employees or a board member, the same benefit shall also be provided to any bargaining unit member.

21.06 Expense Policy

1. Employees of the United Way are entitled to full reimbursement for all business expenses incurred on behalf of the organization within the established guidelines below including working outside normal working hours. All expense accounts should be submitted on the expense account form and, with the exception of mileage, must be supported by the original receipts. Visa slips are not sufficient. United Way will not reimburse for alcoholic beverages.
2. Conference, Meetings and Events
 - a) Authorized expenses include travel, parking, accommodations and meals supported by receipts.
 - b) Employees are encouraged and expected to use the least expensive mode of travel and accommodations.
 - c) United Way does not pay for alcoholic beverages or hotel services other than meals, parking and accommodations.
3. Participation in conferences and workshops may be required and is considered time worked for professional development to both the United Way and the employee. Decisions regarding who will attend will be made by the Executive Director subject to the approval by the Board of Directors based on rationale for the decision and budget limitations.

ARTICLE 22: JOB CLASSIFICATION AND RECLASSIFICATION

22.01 Job Descriptions

- (a) Job descriptions shall be available at the worksite and on the Website.
- (b) The Employer is responsible for developing new job descriptions in the mutually agreed format as per Policy 1.03 HR Policy, September 27, 2013.
- (d) Where the employee or supervisor believes that the duties of the position have changed, a written request shall be made to the Executive Director or designate. The Executive Director, with input from the employee will update job description accordingly.
- (c) Where the employee or supervisor believes that the duties of the position have changed, a written request shall be made to the Executive Director or designate. Using the current mutually agreed upon Job Description process format, the Executive Director or designate will review the changes and update the job description accordingly.

22.02 Job Rating

Any new position created by the Employer or changes to an existing position will result in a review of the rate of pay. In the event of failure to agree on the rates of pay, the matter shall be resolved pursuant to the arbitration procedure.

22.03 Gender Equity

The Employer and Union agree to maintain a gender neutral job evaluation plan and to apply general wage increases in such a way that the pay difference for an equally rated female job is not increased, but eliminated over time.

This agreement in no way commits the parties to assign future pay increases to pay equity adjustments, but is meant to ensure identified inequities in pay between male and female dominated jobs will not be increased.

22.04 Supervisory Jurisdiction

The Union will be advised of the executive personnel having supervisory jurisdiction over the various classifications of employees.

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ARTICLE 23: EMPLOYMENT BENEFIT PLANS

23.01 Contributions

- (a) All benefit and/or contributions shall not be altered or changed during the term of the Collective Agreement for any reason without the authorization of the Union.
- (b) The Employer shall provide the Union with plan texts of all benefit plans along with the plan design at least six (6) months prior to the renewal of any benefit plan.
- (c) It shall be mandatory for all employees to belong to the benefit plans.

23.02 Benefits While on Compensation

An employee receiving payment for a compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all jointly funded benefits as specified in the Collective Agreement. The Employer agrees to continue to pay their share of the premiums for required benefits provided that the employee submits his/her share to the Employer at a time to be mutually agreed by the parties.

23.03 Pension Plan

- (a) Contributions to the retirement plan are not compulsory. When an employee elects to participate in a retirement plan arrangement, he or she is responsible for selecting the plan and making the necessary arrangements with the financial institution.
- (b) All regular full-time employees may contribute up to 6 % of gross salary each pay period to a retirement plan, after the employee has successfully completed the probationary period. Any amount up to 6 % will be matched by the United Way. Employees may elect to contribute more than 6 %, although, the additional contribution will not be matched by the United Way beyond the 6 % level.
- (c) The employee's contribution is deducted from each pay period, matched by the United Way and remitted monthly by the United Way to the institution selected by the employee.

ARTICLE 24: HEALTH AND SAFETY

24.01 Occupational Health and Safety

- (a) The United Way is interested in the health and safety of its staff. Protection of employees from injury and occupational disease is a continuing objective of reducing risk of injury.
- (b) It is the duty of each employee to report to the Executive Director as soon as possible, any hazardous condition related to the workplace. Also, employees must protect their health and safety by complying with applicable acts and regulations.
- (c) It is the duty of the Executive Director to act as soon as is reasonably possible to ensure that any threat to the health and safety of the employee is remedied. The United Way will promptly report and/or correct any unsafe condition and conscientiously comply with safety standards as outlined in Workplace Health, Safety and Compensation Commission of New Brunswick.
- (d) The United Way is a smoke-free environment and is requested to be a scent-free environment as well.

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.

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.

ARTICLE 25: TECHNOLOGICAL CHANGE

25.01 Training Benefits

In the event that the Employer should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, subject to the employee's ability and qualifications to perform the remaining work, at the expense of the Employer, be given a period of time, not to exceed six (6) months, during which they may perfect or acquire the skills necessitated by the new method of operation. Appropriate training may be provided by current staff, if applicable.

Any necessary training to upgrade employees on new methods or machines shall be paid by the Employer and shall take place during office hours whenever possible.

ARTICLE 26: GENERAL CONDITIONS

26.01 Communication to Members

Union representatives are entitled to distribute Union literature and to convene Union meetings on the Employer's premises during non-working hours provided it does not interfere with the function of the United Way.

26.02 Plural or Feminine Terms

Whenever the singular, masculine or feminine is used in this Agreement it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto is required.

26.03 Copies of Agreement

The Employer shall print, at its own cost, sufficient copies of the agreement to provide every employee with a copy within thirty (30) days of signing and also provide a copy of the Agreement on line in a pdf format.

ARTICLE 27: GENERAL

27.01 Nature of the Organization

- (a) The Union recognizes that the Employer is a non-profit volunteer organization which must rely on the participation of volunteers in its activities in order to properly and successfully accomplish its objectives.
- (b) The Union agrees that this Agreement shall in no way interfere with or impede the continued use of volunteers or loan representatives.

- (c) The Employer agrees that the use of a volunteer or loan representative shall not result in the layoff or reduction of hours of a member of the bargaining unit.

ARTICLE 28: TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in full force and effect from January 1, 2020 to December 31, 2022 and shall continue to be legal and binding until the renewal of the next collective agreement. Either party may submit notice to bargain for the renewal of a collective agreement no more than 90 days in advance of the expiry of this Collective Agreement.

ARTICLE 29: SIGNATORIES

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on this ____ day of _____ in the year 2019, in the City of Saint John, Province of New Brunswick.

**SIGNED ON BEHALF OF THE
UNITED WAY SAINT JOHN,
KINGS & CHARLOTTE**

**SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 5048**


Chair


President, CUPE Local 5048



Executive Director

CUPE National Representative

ARTICLE 30:**SCHEDULE "A"**

UNITED WAY SAINT JOHN, KINGS & CHARLOTTE
and
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5048

Annual Rates

	Jan. 1, 2019	Jan. 1, 2020 2%	Jan. 1, 2021 2%	Jan. 1, 2022 2%
Communications and Partnership Coordinator	\$35,532.16	\$36,242.80	\$36,967.66	\$37,707.01
Reception – Administrative Assistant	\$43,498.05	\$44,368.01	\$45,255.37	\$46,160.48
Accounting Associate	\$48,235.05	\$49,199.75	\$50,183.75	\$51,187.42
Resource Development Manager	\$57,512.32	\$58,662.57	\$59,835.82	\$61,032.53

Probationary Rates

	Weekly Rates			
	Jan. 1, 2019	Jan. 1, 2020 2%	Jan. 1, 2021 2%	Jan. 1, 2022 2%
Communications and Partnership Coordinator	\$614.98	\$627.28	\$639.83	\$652.62
Reception – Administrative Assistant	\$752.85	\$767.91	\$783.27	\$798.93
Accounting Associate	\$834.84	\$851.54	\$868.57	\$885.94
Resource Development Manager	\$995.41	\$1,015.32	\$1,035.62	\$1,056.34

Summer Students: It is agreed that all employed summer students shall be compensated at the rate of minimum wage plus two dollars (\$2.00).

All wage rates shall be paid retroactive from the date listed in schedule A upon signing of the collective agreement.

