

# **COLLECTIVE AGREEMENT**

between

**COMMUNITY RESIDENTIAL LIVING BOARD  
WOODSTOCK, INC.**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3210**



**Expires July 31, 2018**

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**THIS AGREEMENT** made and entered this \_\_\_\_ day of September, 2016.

**BETWEEN:** COMMUNITY RESIDENTIAL LIVING BOARD WOODSTOCK, INC.  
hereinafter referred to as the "Employer", Party of the First Part.

**AND:** LOCAL UNION NO. 3210, CANADIAN UNION OF PUBLIC  
EMPLOYEES, hereinafter referred to as the "Union", Party of the Second  
Part.

### **PREAMBLE**

This Agreement is entered into by the parties in order to provide for orderly collective bargaining relations between the Employer and employees covered by this Agreement. It is the desire of both parties that the philosophy and goals of the Community Residential Living Board Woodstock, Inc. are reflected in this Agreement. The philosophy and goals of the Community Residential Living Board Woodstock, Inc., are based on our understanding of the rights of mentally handicapped persons reflected in the following:

- (a) That they are entitled to lives of quality and respect for their rights as individual citizens.
- (b) Such persons should have the maximum opportunity to interact with non-handicapped people in the community.
- (c) That they have the right to the use of generic services in the community.
- (d) The services which are developed must enable such individuals to be challenged to help them learn and grow.
- (e) To the greatest extent possible, such individuals should have the right of choice and be empowered to make decisions over their own life.
- (f) Families and/or their advocates must be involved in the decision making process.
- (g) The right to receive support in all aspects of their lives, if and when needed.

The parties, while recognizing the priority of the above principles, further recognize the corollary desire of the Employer and the employees to this Agreement to:

- (a) Maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) Recognize the mutual value of joint negotiations and discussions in all matters pertaining to working conditions, employment, and services;
- (c) Encourage efficiency in operation;



- (d) Promote the morale, well-being, and security of all the employees in the bargaining unit of the Union;
- (e) Consider the provisions of proper care and support to the clients as the paramount concern of both parties; and
- (f) Encourage communications between the local Union and the Employer in matters of mutual interest.

The parties, therefore, execute the within Agreement and agree to the following:

#### ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union acknowledges and recognizes that the management of the employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an expressed provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:
- (a) Maintain order, discipline, and efficiency;
  - (b) Hire, assign, promote, demote, discharge, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided that a claim of discharge or discipline of an employee, who has completed his/her probationary period, may be the subject of a grievance and dealt with as hereinafter provided;
  - (c) Determine in the interest of efficient operation and highest standards of service, classification, hours of work, work assignments, methods of doing work and the working establishment of any service and the standards of performance for all employees;
  - (d) Make, enforce, and alter, from time to time, reasonable rules and regulations to be observed by all employees. Such rules and regulations shall be communicated to the employees and the Union at the time of their introduction or amendment; and
  - (e) Determine the number of personnel required, services to be performed, and the methods, procedures, and equipment to be used in connection therewith.
- (a) to (e) above shall be applied in a reasonable manner.

#### ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees, Local 3210 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, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employees.
- 2.03 No Other Agreements - No employees shall be required or permitted to make a written or verbal agreement with the Employer or its representative which may conflict with the terms of this Collective Agreement.

### ARTICLE 3 - DEFINITIONS

- 3.01 (a) "Employee", for the purpose of this Agreement, shall mean an employee employed by the Employer as defined in the *Industrial Relations Act* for the Province of New Brunswick and is covered by this Agreement.
- (b) Part-time employees shall be defined as all employees presently working for the Employer, and all future employees hired in compliance with the terms of the Collective Agreement and who agree to work for less than 40 hours per week averaged over an 8-week period.
- 3.02 Sick leave, for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with 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*.
- 3.03 Promotions, for the purpose of this Agreement, is a change from one classification to another classification for which a higher maximum is paid.
- 3.04 Grievance, for the purpose of this Agreement, shall be defined as any difference or dispute between the Employer and any employee or between the Employer and the Union.
- 3.05 Plural or Feminine Terms May Apply: Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

#### ARTICLE 4 - NO DISCRIMINATION

4.01 Employer Shall Not Discriminate - There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, political or religious affiliation, sex, or marital status, nor by reason of his/her membership or activity in the Union.

#### 4.02 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in sexual harassment of another employee.
- (b) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to: 1) unnecessary touching or petting; 2) suggestive remarks or other verbal abuse; 3) leering at a person's body; 4) compromising invitations; 5) demands for sexual favours; 6) physical assault.
- (c) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where the sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is being harassed will not be transferred against his/her will.
- (d) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.

#### ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

5.01 All employees of the Employer, who are presently members of the Union, shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as a condition of employment, become and remain members of the Union.

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

6.01 Check-Off - The Employer shall deduct union dues every two weeks from every employee in accordance with the Union constitution and/or by-laws and owing by him/her to the Union commencing with the month following the date of hiring.

- 6.02 Deductions shall be made from the payroll every two (2) weeks and shall be forwarded to the Secretary-Treasurer of the Union, not later than the 15th day of the month following, accompanied by a list of names, addresses, and classifications, and the amount of deductions from each employee from whose wages the deductions have been made.
- 6.03 Acquaint New Employees - The Employer agrees to acquaint new employees with the fact that an agreement is in effect and with the dealing with the Union security and dues check-off.
- 6.04 The Employer shall indicate, on each employee's T-4 slip, the amount of dues paid by the employee during the previous year.

#### ARTICLE 7 - CORRESPONDENCE

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

#### ARTICLE 8 - LABOUR MANAGEMENT COOPERATIONS COMMITTEE

- 8.01 Establishment of Committee - The parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of an equal number of management and Union representatives and shall prescribe its terms of reference subject to Article 8.02. Regular meetings to be held monthly.
- 8.02 Jurisdiction of Committee - The committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Collective Agreement.
- 8.03 Powers of Committee - The committee shall not supersede the activities of any other committee of the Union and the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 8.04 Philosophy of Committee - The Employer and employees agree, in principle, that cooperation and consensus should play a significant role in the operation of the within committee. Decisions shall be made in a fair and democratic fashion and in a manner which allows input from employees, clients, the Employer, families, volunteers, and advocates. This process, along with the recognition that the best interests of the clients are paramount and that decisions are arrived at which are consistent with the principles and philosophy of the Community Residential Living Board Woodstock Inc., shall be important factors in resolving issues.

## ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 Representatives - The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, and the Employer shall have the assistance of any person it deems necessary in dealing or negotiating with the Union.

## ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Election of Stewards - In order to provide for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards whose duties shall be to assist an employee which the steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- 10.02 Names of Stewards - The Union shall notify the Employer, in writing, of the names of each steward before the Employer shall be required to recognize them. Any changes in the steward personnel shall be given to the Employer promptly.
- 10.03 Servicing Grievances - No steward shall leave his/her work without first getting permission from his/her immediate Key Support Worker or Director. He/she must also report to the said Key Support Worker or Director when returning to work. Such permission shall not be unreasonably withheld.
- 10.04 Settling of Grievances - It is understood that any employee who has a potential grievance or complaint shall first discuss the potential grievance or complaint with the immediate Key Support Worker and afford such Key Support Worker an opportunity to settle the potential grievance or complaint. Failing such settlement, the employee, accompanied by his/her steward, shall be entitled to initiate the following steps:

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

STEP 2: Failing satisfactory settlement within ten (10) working days after receipt of the Executive Director's decision under Step 1, the grievance shall be submitted to the Board of Directors by the Grievance Committee with the employee concerned. The Board of Directors shall render its decision, in writing, within ten (10) working days from the receipt of the grievance. The time limits may be extended by mutual agreement.

STEP 3: Failing satisfactory settlement under Step 2, the Union may, within thirty (30) working days of receiving the Board of Directors' decision as outlined in Step 2, refer the dispute to arbitration as provided for in Article 11.

- 10.05 Union or Policy Grievance - Where a dispute involving a question of general application of interpretation occurs or where a group of employees of the Union has or initiates a grievance, Step 1 of Article 10.04 may be by-passed.
- 10.06 Technical Objections to Grievances - No grievance shall be defeated by any formal or technical objection, and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

## ARTICLE 11 - ARBITRATION

- 11.01 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of this Agreement, 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.
- (a) If the parties agree, the Board of Arbitration may consist of a single arbitrator.
- 11.02 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 twenty (20) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 11.03 Board Procedure - The board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.
- 11.04 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.
- 11.05 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 ten (10) days.



11.06 Expenses of the Board - Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half the fees and expenses of the chairperson or single arbitrator.

11.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended, in writing, by consent of the parties to this Agreement.

11.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.09 Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 There will be no lockout caused or directed by the organization, nor will the Union or any employee cause, direct or participate in any strike against the organization during the term of this Agreement. Violation of this article shall be subject to disciplinary action up to and including dismissal.

ARTICLE 13 - DISCIPLINE, SUSPENSION, AND DISCHARGE

13.01 Warnings - Whenever the Employer or Key Support Worker deems it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his/her work up to a required standard by a given date, the Employer shall, within five (5) days thereafter, give written particulars of such censure to the Secretary of the Union with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, it shall be done in the presence of a steward or a Union officer in private.

13.02 Discharge Procedure - An employee may be suspended or discharged, but only for just cause. When an employee is suspended or discharged, he/she shall be given the reason in the presence of a steward. Such employee and the Union shall be advised promptly, in writing by the Employer, of the reason for such suspension or discharge.

13.03 May Omit Grievance Steps - An employee considered by the local to be wrongfully or unjustly suspended or discharged shall be entitled to a hearing under Article 10, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.

- 13.04 Unjust Suspension and Discharge - Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the board of arbitration, if the matter is referred to such a board.
- 13.05 Employee File - Upon written request and during normal office hours, an employee shall be given an opportunity to examine his/her personal file. Upon written request, the employee shall also receive a copy of such document.
- 13.06 No record of disciplinary action shall be maintained in an employee's file for more than fifteen (15) consecutive months, if no similar incident has taken place during this period.
- 13.07 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.

#### ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined by the numbers of hours worked and paid for by the Employer, since the date of employment. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards two (2) times per year, seven (7) days after the first pay period in April and October, showing the number of hours paid for from the date of hiring, the number of accumulated sick day credits and the vacation entitlement of each employee. The first part of the list will show the hours for the full-time employees and the second part will be the hours for the part-time employees. Full-time and part-time/relief employees shall accumulate seniority of hours up to a maximum of 2080 hours per year.
- 14.02 Loss of Seniority - An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, leave of absence for union business, or leave of absence approved by Employer. An employee shall only lose his/her seniority in the event:
- (a) He/she is discharged for just cause and is not reinstated.
  - (b) He/she resigns.
  - (c) He/she is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
  - (d) He/she fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
  - (e) He/she is laid off for a period of longer than one (1) year.



- 14.03 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, for a period not to exceed one (1) year from the date of appointment but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in layoff of an employee holding greater seniority, or in the bumping of an employee holding greater seniority. The Employer shall provide written notice to the local with the effective start and end date of the assignment outside the bargaining unit.
- 14.04 Probationary Employees - Newly hired employees shall be considered on probationary basis for a period of 720 regular hours from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge, to be accumulated and used upon completion of the probationary period. If the employee is terminated or quits before the probationary period is completed, the employee shall not be entitled to the accumulated benefits. The employment of such employee may be terminated at any time during the probationary period without recourse to the grievance procedure, unless the Union claims discrimination as noted in Article 4 as the basis of termination.
- 14.05 Retention of Seniority Rights - Should the Employer merge, amalgamate, or combine any of its operations of functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

## ARTICLE 15 - VACANCIES, PROMOTIONS, AND STAFF CHANGES

- 15.01 Job Postings: In all vacancies occurring or new positions created in the bargaining unit, the Employer shall immediately send a copy to the Recording Secretary of the Union and post notice on all bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Within twenty-one (21) calendar days of the close of competition, the name of the successful applicant shall be posted. This article also includes all temporary vacancies of three (3) months or greater.
- 15.02 Information on Postings - Such notice shall contain the following information: nature of position; qualifications; required knowledge and education; experience; skills; wage or salary rate or range shift. These qualifications may not be established in an arbitrary or discriminatory manner.
- 15.03 Methods of Making Appointments - The Employer will first consider all internal applicants. Appointment shall be made of the applicant who possesses the required experience and skills taking into account client and situational factors for the position. Seniority shall be the determining factor in deciding between two or more qualified applicants, based on the above qualifications. Should there be no qualified applicant, the Employer may fill the job from outside the bargaining unit.

- 15.04 Trial Period for Employees Who Have Completed the Probationary Period - The successful applicant shall be placed on trial for a period of three (3) months or 480 regular working hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months or 480 hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself/herself unable to perform the duties of the new job classification, he/she shall be returned to his/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 his/her former position without loss of seniority and former wages or salary.
- 15.05 Union Notification - The Employer shall send a letter to the Recording Secretary of the Union advising of all appointments, hirings, layoffs, transfers, recalls, and terminations of employment of all employees covered by this Agreement, monthly.
- 15.06 When an employee who has become incapacitated by a handicap, an illness, advancing years, or temporary disability, is unable to perform his/her regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his/her disability, incapacity, or age. The Employer shall not displace any other employee, except a probationary employee, from his/her position in order to effect this relocation.

## ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 A layoff shall be defined as a reduction in the work force arising from a shortage of work.
- 16.02 Recognizing the special and very sensitive nature of the work involved and the need to match worker skills to client needs, the Employer may, for the purpose of complying with this article, transfer or reassign, but not demote, employees who remain on the job after a layoff as circumstances require.
- 16.03 In the event that a reduction of the work force is required, the Employer agrees to layoff employees in the reverse order of seniority provided that the employee is willing and qualified to do the work available.
- 16.04 When recalling employees after layoff, those last laid off will be first to be recalled provided that the employee is willing and qualified to do the work which is available.
- 16.05 The Employer agrees to recall employees on layoff provided they are willing and qualified to do the work which is available before new employees are hired.
- 16.06 Notice of Layoff - The Employer shall notify employees who are to be laid off two (2) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work his/her usual number of days after notice of layoff, he/she shall be compensated for wages lost for that period during which work was not made available.

Where the employee resigns his/her position, he/she shall give the Employer two (2) weeks notice of such resignation in writing.

- 16.07 Grievance on Layoffs - Grievances concerning layoffs, due to a reduction in the working force, shall be initiated at Step 2 of the grievance procedure.
- 16.08 Letter of Reference - Employees shall be given a letter of reference on termination of employment, if requested.

#### ARTICLE 17 - HOURS OF WORK

- 17.01 (a) Regular hours of work for full-time - forty (40) hours per week, averaged over an 8-week (8) period, except Broadway Residence which is averaged over a six (6) week period.

Hours of work for part-time/relief – less than forty (40) hours per week averaged over an 8-week (8) period.

- (b) No employee shall work in excess of seven (7) consecutive days unless by mutual agreement.
- (c) If the Employer intends to change the existing patterns of work, either on its own initiative or in response to an employee request, the matter shall be the subject of joint consultation as provided in Article 8. If following the joint consultation, the Employer decides to change the existing patterns of work, the Union and the employees concerned shall be given two (2) weeks notice in writing.

#### 17.02 Hours of Work Schedule

- (a) A work schedule for full-time employees, stating the days and shifts of employees' normal hours of work and their scheduled days off shall be posted two (2) weeks in advance of the starting of the shift on a designated bulletin board.
- (b) The Employer may not alter a posted schedule without prior consultation with affected employees.

#### ARTICLE 18 - OVERTIME

#### 18.01 Overtime Defined

- (a) All work performed while on vacation, holidays or on days off shall constitute overtime except if done in response to an employee request or in the case of a training event.
- (b) All work performed in excess of the regular hours of work, as defined in Article

17.01, shall constitute overtime.

18.02 Compensation for Overtime

If an employee is authorized to work and does work overtime, he/she will be compensated by either of the following:

- (a) Lieu time off equivalent to one and one-half (1-1/2) times the time so worked overtime; or
- (b) Payment of an overtime premium at the rate of one and one-half (1-1/2) times the employee's regular straight time hourly rate of pay for time so worked.

The Employer shall exercise either options a) or b), indicated by the Employee within thirty (30) days of the date on which the overtime was worked.

18.03 No Layoff to Compensate for Overtime - Employees shall not be required to lay-off during regular hours to equalize any overtime worked.

18.04 Overtime for Part-Time Relief Employees

- (a) Part-time employees working more than forty (40) hours per week, averaged over an 8-week (8) period, shall be entitled to compensation as in 18.02.
- (b) No employee shall work in excess of seven (7) consecutive days.

18.05 Sharing of Overtime - Overtime and call back time shall be divided equally among the employees who are willing and qualified to perform the work that is available.

18.06 Minimum Call Back Time - An employee, who is called in and required to work outside his/her regular working hours, shall be paid for a minimum of three (3) hours at overtime rates at the employee's discretion.

ARTICLE 19 - HOLIDAYS

19.01 (a) List of Holidays - The Employer recognizes the following as paid holidays:

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

- (b) Part-time/Relief employees shall be entitled to paid public holidays provided for in the Employment Standards Act – New Year's Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Christmas Day, Victoria Day and Remembrance Day.

## 19.02 Holiday Pay

- (a) If a holiday falls on an employee's scheduled day off, he/she shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he/she shall be paid time and one half (1-1/2) the regular rate for all hours worked plus an alternative day off with pay, as provided in Article 19.01.
- (b) The alternative day off shall be given within thirty (30) days of the actual holidays listed under 19.01, and that shall be the employee's holiday. Whenever possible, such day shall be given immediately preceding or following his/her regular day off. If the alternative day off is not given within thirty (30) days, payment shall be made at 1.5 times the regular rate.

19.03 Holidays on Day Off - When any of the above noted holidays fall on an employee's day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer.

19.04 Qualifying for Holiday Pay - To be eligible for holiday pay, a new employee must have worked for 3 months (520 hours) prior to the scheduled holiday.

19.05 On January 1 of every year, each full time employee will be credited 80 hours of stat holiday time. These hours are in recognition of the 10 listed statutory holidays under Article 19.01 of the collective agreement. Employees will only see banked stat holiday time for when they have worked a statutory holiday or been on a scheduled day off and not paid as per article 19.02 a) of the collective agreement. Employees who work less than full time will have their credited hours determined on a pro-rated basis based on all hours paid the previous calendar year.

## ARTICLE 20 - VACATIONS

20.01 Length of Vacation - Every employee who has completed his/her probationary period and who has seniority of:

- (a) Less than one year, the employee is paid 4% of gross wages.
- (b) One year, but less than three years, shall be entitled to vacation of two (2) weeks (80) hours with pay at his/her regular rate of pay. Calculated on the basis of 6.67 hours per month of continuous employment.
- (c) Three years, but less than eight (8) years, shall be entitled to vacation of three (3) weeks (120) hours with pay at his/her regular rate of pay. Calculated on the basis of 10 hours per month of continuous employment.

- (d) Eight years, but less than fifteen years, shall be entitled to vacation of four (4) weeks (160) hours with pay at his/her regular rate of pay. Calculated on the basis of 13.33 hours per month of continuous employment.
- (e) Fifteen years or more, shall be entitled to vacation of five (5) weeks with pay at his/her regular rate. Calculated on the basis of 16.67 hours per month of continuous employment.
- (f) All part-time/relief employees shall be entitled to be paid annual vacation pay on the first payroll date in December of each year in the amount of four (4%) percent of their gross wages. All part-time/relief employees who have eight years but less than fifteen years' seniority shall be entitled to be paid annual vacation pay on the first payroll date in December of each year in the amount of six (6%) percent of their gross wages.
- (g) Each employee may carry over up to eighty (80) hours of previously accumulated vacation credits to the subsequent vacation year. Approval of the Employer is required for full-time employees requesting carry over of more than eighty (80) hours of vacation time or Employees may choose to be paid the vacation credits in excess of eighty (80) hours by March 31<sup>st</sup> of each year.

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

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

20.04 Vacation Scheduled - Vacation schedules shall be arranged on a per work unit basis. Should more than one (1) employee desire the same vacation time, such vacation time shall be granted according to seniority provided that the efficient operation of the Employer is not unduly affected.

The Employer shall post, no later than April 1 of each year, a list on which employees will indicate their choice of vacation.

Employees shall have until May 1 to indicate their choice of vacation.

The Employer will make every reasonable effort to grant chosen vacations. Approved vacation lists shall be posted no later than June 1 and shall not be changed unless mutually agreed. It is recognized that final decision making, concerning scheduling of vacations, resides with the Employer.



- 20.05 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the employee's vacation period. Employees will receive their vacation pay dated to cash on receipt of same, providing management is given fifteen (15) days notice.
- 20.06 Vacation Year - The vacation year shall be from April 1 to March 31.
- 20.07 An employee hospitalized or sick at home for three (3) consecutive days or more during his/her vacation period will qualify for use of sick leave credits upon presentation of a doctor's certificate, providing management is notified during the illness. The portion of his/her vacation, while the employee was hospitalized or sick, shall be rescheduled later.

#### ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01 Amount of sick leave - Each employee in the bargaining unit shall accumulate leave credits at the rate of 1.18 days (9 hrs) per month to a maximum of eighty-five (85) days (640 hrs). Additional sick leave may be granted at the discretion of the Employer.
- 21.02 An employee commencing employment before the sixteenth of the month shall be eligible to accumulated sick leave credits for that month.
- 21.03 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 21.01. Employees may also access sick leave for the purpose of attending medical appointments of their spouse, child or persons acting in local parentis or a relative living in the household of the employee. At the discretion of the Employer, when attended such medical appointments, a confirmation of visit may be requested.
- 21.04 Investigation of Sick Leave - The Employer reserves the right to investigate any reported illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three consecutive working days, the employee may be required to submit proof of illness from a medical practitioner. Proof of illness, if required, shall be asked for during the illness.
- 21.05 Report of Illness - In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the Key Support Worker.
- 21.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work for a period exceeding one half the number of working days in any month, no sick leave credits shall accumulate for the month, but the employee shall maintain any sick leave credit if any existing at the time of such leave of layoff, upon his/her return to work.

- 21.07 Sick Leave Records - A record of all unused sick leave will be kept by the Employer. Any employee is to be advised on application of the amount of sick leave accrued to his/her credit.
- 21.08 The absence of any employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.
- 21.09 (a) 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.
- (b) Whenever the Employer requests a medical certificate, x-ray, or test, except to support a claim for sick leave, such cost of certificate, x-ray, or test will be the responsibility of the Employer.

## ARTICLE 22 - LEAVE OF ABSENCE

### 22.01 Union Business

- (a) Leave of absence, without pay, shall be granted upon request by the Employer to employees elected or appointed to represent the Union business. However, only one employee from the same residence shall be entitled to leave of absence at the same time for this purpose.
- (b) The Employer shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 22.01(a). The Union shall then reimburse the Employer. Application for such leave shall be made two weeks in advance whenever possible.

### 22.02 Bereavement Leave – An employee shall be granted bereavement leave with pay at his/her regular rate as follows:

- (a) From the date of notification up to and including the day after the funeral for a maximum of five (5) days, in the event of the death of an employee's mother, father, spouse, son, daughter, brother, sister, step child, step parent, persons acting in loco parentis or a relative living in the household of the employee, provided that such employee attends the funeral and provided that pay shall not be given for any five (5) days which falls on a holiday or which does not fall on a regular working day. The employee shall receive payment at his/her regular rate of pay, for all scheduled hours lost during the bereavement leave.

For clarification purposes of this article, a spouse shall mean a husband or a wife, it shall also mean an individual who has been residing with the employee for a period of not



less than six (6) months and has been publicly represented as the employee's partner.

- (b) For a maximum of three (3) consecutive days, terminating with the day following the funeral, in the event of the death of the employee's grandparents, grandchildren, mother-in-law, father-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, or spouse's grandparent provided that such employee attends the funeral and provided that pay shall not be given for any of such three days which falls on a holiday or which does not fall on a regular working day.
- (c) If burial does not occur immediately following the funeral, the employee may request an additional two (2) days with pay, providing the employee attends the interment.
- (d) In the event that the funeral referred to is held in a location outside the employee's place of residence, an employee shall be granted upon request, reasonable travelling time required up to a maximum of two (2) additional days provided that such employee attends the funeral.

#### 22.03 Maternity Leave

- (a) An employee shall be granted maternity leave, without pay and loss of seniority, consistent in timing and duration with the *Employment Standards Act* of New Brunswick and *Employment Insurance Act* upon written application to the Employer. The application is to be made no later than two (2) weeks prior to the date that she intends to begin her leave and should specify the duration of the leave. A medical certificate, specifying the expected date of delivery, is to be attached to the application.
- (b) The employee may wish to continue working up to the expected date of delivery and may do so if, in the opinion of her physician, she is able to fulfill her normal job responsibilities.
- (c) An early return to work following delivery will require a medical certificate indicating that the employee is medically fit for work.
- (d) Following the period of maternity leave, the employee will normally return to her former position. If this is not possible, she will be placed in an equivalent level of position.

#### 22.04 Adoption/Parental Leave - An employee shall be granted an adoption leave, without pay, for a period of up to thirty-seven (37) weeks as per the *Employment Insurance Act* at the time of placement of one or more children for the purpose of adoption. The employee will continue to accrue seniority during the leave.

It is recognized that there may be very little notice provided to the employee by the agency, however, it is expected that the employee will provide as much notice to the Employer as is possible as to the length of the leave and the date that the leave will begin.

- 22.05 Paternity Leave - An employee shall be entitled to two (2) days leave of absence with pay and one (1) day without pay for the birth of his child. Such leave shall be taken within a reasonable time surrounding the birth.
- 22.06 Jury Duty - The Employer shall grant leave of absence, without loss of seniority, to an employee who served as a juror. The Employer shall pay such an employee the difference between his/her normal earnings and the payment he/she received for jury service, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.
- 22.07 General Leave - The Employer shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.
- 22.08 Inclement Weather - Any employee, who having made every reasonable effort to report for duty during the course of a storm and has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day, within the present or next rotation cycle, by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his/her regular days off or statutory holidays, if staffing patterns permit. Any employee scheduled for twelve (12) hours or greater who is delayed due to inclement weather and arrives a work within two (2) hours of the commencement of their shift, shall not suffer any loss of wages for that scheduled shift.
- 22.09 Emergency Leave - The Employer may grant leave, without pay and without loss of seniority, in emergency situations where circumstances not directly attributable to the employee prevent him/her from reporting for work for part or all of the employee's shift. The Employer agrees to reschedule all hours lost due to this leave. Such leave shall not be unreasonably withheld nor will it be unreasonably requested.
- 22.10 Compassionate Leave - The Employer shall grant each employee up to three (3) days leave without pay per year to care for a member of the immediate family.
- 22.11 Health and Wellness Day - The Employer shall grant each employee up to three (3) days leave without pay per year.

## ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

### 23.01 Pay Days

- (a) The Employer shall pay salaries bi-weekly, every other Friday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions.

- (b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.
- (c) On a normal pay day, cheques are to be made available during normal office hours.
- (d) The Employer reserves the right to adopt an automatic payroll system with direct deposit to employee account.

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

23.03 Part-Time/Relief Employees - Regular part-time/Relief employees shall receive the wage rates, conditions of employment, and benefits specified in the agreement.

23.04 Travel Expenses

All employees required to use their own vehicle to transport clients shall be entitled to the following effective from the day of signing this Agreement.

- (a) All employees required to use their vehicle to transport clients shall be paid the rate applicable as per the Provincial Government's Travel Policy per kilometre.
- (b) The repair of any damage to an employee's vehicle by the clients shall be paid in full by the Employer, if all precautions as directed by Employer have been taken.
- (c) The Employer will also cover the cost of the additional Liability Insurance required for employee vehicles.

23.05 Educational Allowance - The Employer will cover the cost of all mandatory courses. It is recognized that there are instances where it is reasonable for the employee to pay part of the cost of non-mandatory courses. Employer contribution to courses taken by the employee will only be made to those, which are successfully completed. The Employer will advance the tuition money for courses pertaining to work and start deducting from employee payroll the reimbursement of the tuition fees the following pay period for an agreed upon amount/time frame.

23.06 Shortage in Pay - Any shortage in pay shall be issued by the Employer within three (3) days of notification of the shortage, if requested by the employee.

23.07 Taxi Allowance - When an employee is called into work when not scheduled between 11:30 p.m. and 7:00 a.m., transportation service to and from the home of the employee shall be provided by the Employer to a maximum of \$10.00 per trip.

23.08 Temporary Assignment - When an employee is assigned to perform the duties of the Senior Staff, such employee shall be paid the rate listed in Schedule "A" for each hour worked.

#### ARTICLE 24 - WELFARE AND PENSION PLANS

- 24.01 Blue Cross - The present improved medical and hospital coverage plans shall continue in effect during the term of this Agreement with the present Employer/employee sharing the cost of premiums on a 50/50 basis. The Employer also agrees to share the cost of the premiums on a 50/50 basis for dental plan. Any increase in the Plan premiums will be communicated in writing thirty (30) days prior to the increase coming into effect.
- 24.02 During the term of this Agreement, the parties agree to establish a joint committee to study welfare and pension plans such as medical and hospital, life insurance and pension plan, and to recommend a uniform and improved plan prior to the termination of this Agreement, if possible.

#### ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

- 25.01 The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent within sixty (60) days of the signing of this Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions, unless the Union presents written objection within thirty (30) days and these will form part of this Agreement.

#### ARTICLE 26 - SAFETY AND HEALTH

- 26.01 Both parties agree that the N.B. *Occupational Health and Safety Act* shall apply to this Agreement.
- 26.02 If any Standards of Regulation changes occur, the cost of any required education for employees to participate shall be incurred by the Employer.

#### ARTICLE 27 - JOB SECURITY

- 27.01 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 28 - GENERAL CONDITIONS

- 28.01 Bulletin Boards - The Employer shall maintain a bulletin board at the office of the Employer.

## ARTICLE 29 - COPIES OF AGREEMENT

- 29.01 The printing of this Agreement shall be the joint responsibility of the Union and the Employer.

## ARTICLE 30 - TERM OF AGREEMENT

- 30.01 Term of Agreement - This Agreement shall be binding and remain in effect until July 31<sup>st</sup>, 2018, and thereafter shall continue in force from year to year unless either party gives to the other party notice in writing two months prior to termination of this Agreement or any succeeding year of either party's desire to negotiate a new agreement or amend the existing Agreement.
- 30.02 Notice of Changes - Either party desiring to propose changes or amendments to this Agreement shall, between the period of 30 and 60 days prior to the termination date, give notice in writing to the other party of their desire to bargain within ten (10) working days of receipt of such notice by one party. The other party is required to enter into negotiations for a renewal or revision of the agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.
- 30.03 Agreement to Continue in Force - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.
- 30.04 Successor's Rights - This Agreement shall be binding not only to the parties hereto, but also upon their successors or assigns. In the event that the Employer changes during the life of this Agreement, the present Employer agrees to make such necessary arrangements with the new employer that will guarantee the continuation of the terms of this Agreement until a new agreement with the new employer can be negotiated.

## ARTICLE 31 - WORK OF THE BARGAINING UNIT CONTRACTING OUT

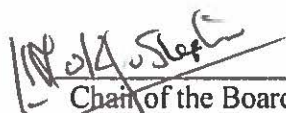
- 31.01 The parties recognize the need of the Community Residential Living Board Woodstock, Inc., to remain flexible and open to the introduction of new and reorganized service structures, staff patterns, employee roles, responsibilities, and work location necessitated by changing demands on the organization and service needs as determined by clients, their family members, the association, advocates and/or the Department of Health and Community Services.


The parties further agree to provide for greater utilization of community resources and to ensure maintenance of optimum services in light of changing government funding policies.

The Union agrees to cooperate with direct volunteer involvement in any and all client programs operated by the Community Residential Living Board Woodstock, Inc., and the Employer agrees that no bargaining unit member will be laid off or have a reduction of hours or benefits as a result of his/her work being assigned to a non-bargaining unit person or contracted out.

IN WITNESS THEREOF, the parties have signed this 21 day of October, 2016.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Chair of the Board of Directors/or other  
board member

  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Executive Director

**FOR THE UNION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice-President

  
\_\_\_\_\_  
Recording-Secretary

ll cope\*491

### SCHEDULE « A »

Classification	2014-2015	2016-2018
<b>RSW</b>		
	\$13.28	\$14.80
After 10400 hrs.		\$15.05
*After 20800 hrs.		\$15.55
<b>Senior Staff</b>		
	\$14.43	\$16.06
After 10400 hrs.		\$16.31
*After 20800 hrs		\$16.81

**Rates effective on date of signing.**

**Qualifications as per the Residential Standards.**

\*Employees with 20,800 hours shall receive \$15.30/hour until April 1, 21017, then they will increase their hourly wage to \$15.55.

\*Senior staff with 20,800 hours shall receive \$16.56/hour until April 1, 2017, then they will increase their hourly wage to \$16.81.



LETTER OF INTENT  
Between  
CUPE Local 3210  
and  
Community Residential Living Board Woodstock, Inc.


The Parties agree that for the duration of this Agreement, the persons providing Live-In Support or Respite services at Richmond Street will not be members of the Union.

Signed this 21 day of October, 2016.

FOR THE EMPLOYER


\_\_\_\_\_  
Paul Thompson  
Negotiating member

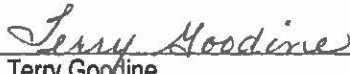
  
\_\_\_\_\_  
Ken Nicols  
Board Member

  
\_\_\_\_\_  
Leonard Foster  
Executive Director

FOR THE UNION

  
\_\_\_\_\_  
Heather Michaud  
President

  
\_\_\_\_\_  
Laurie Anderson  
Vice-President

  
\_\_\_\_\_  
Terry Goodine  
Recording-Secretary



**LETTER OF AGREEMENT (Renewal)**  
**Between**  
**CUPE Local 3210**  
**and**  
**Community Residential Living Board Woodstock, Inc.**

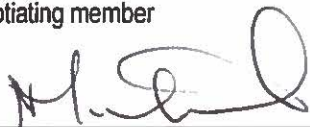
The Parties hereto agree that in the event the New Brunswick Department of Family and Community Services fulfils its promise to provide increase funding for wages for employees in Residential Support facilities, the Employer agrees to meet with the Union to negotiate the allocation of the increase funding.

Signed this 21 day of October, 2016.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Paul Thompson  
Negotiating member




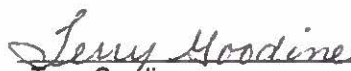
\_\_\_\_\_  
Ken Nicols  
Board Member



\_\_\_\_\_  
Leonard Foster  
Executive Director

  
\_\_\_\_\_  
Heather Michaud  
President

  
\_\_\_\_\_  
Laurie Anderson  
Vice-President

  
\_\_\_\_\_  
Terry Goodine  
Recording-Secretary

\_\_\_\_\_

**LETTER OF AGREEMENT – GROUP RRSP (Renewal)**  
**Between**  
**CUPE Local 3210**  
**and**  
**Community Residential Living Board Woodstock, Inc.**

The Employer agrees to pay 2% of regular wages as per Schedule "A", effective April 1, 2003 to each full-time employee enrolled in the Group RRSP administered by Berkshire Securities Inc., Woodstock, NB.

The Employer agrees to deduct from each full-time employee enrolled in the Group RRSP 2% or more of their regular wages as per Schedule "A" commencing the first pay period of the signing of this Letter of Agreement.

The full-time employees may change their rate of contribution once each year on November 1.

The full-time employees may withdraw a portion of their RRSP on December 1 of each year. The full-time employees may not withdraw the portion of the Employer's contribution to their RRSP while they are employed by Community Residential Living Board Woodstock Inc.

Signed this 21 day of October, 2016.

**FOR THE EMPLOYER**

\_\_\_\_\_  
Paul Thompson  
Negotiating member

Ken Nicols  
Ken Nicols  
Board Member

Leonard Foster  
Leonard Foster  
Executive Director

**FOR THE UNION**

Heather Michaud  
Heather Michaud  
President

Laurie Anderson  
Laurie Anderson  
Vice-President

Terry Goodine  
Terry Goodine  
Recording-Secretary

**LETTER OF AGREEMENT (Renewal)**  
**Between**  
**CUPE LOCAL 3210**  
**and**  
**Community Residential Living Board Woodstock Inc.**

**Re: Pay Equity- Job Evaluation Study**

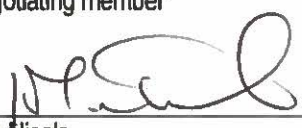
WHEREAS the employees of Community Residential Living Board Woodstock Inc., have completed the job evaluation system to evaluate positions, and the implementation of such process has been approved and will be funded by the Provincial Government, the parties undertake the following:

1. The Employer will pay all applicable lump sum payments, as received annually by the Provincial Government on April 12, or within fourteen (14) days of receipt of payment, of each fiscal year until such payments have been made in full from the Government.
2. Each fiscal adjustment shall be applied to the base rate of all employees from the previous year, if operational funding is received by the Employer the following fiscal year.
3. The parties agree that any monies received as a result of the implementation of pay equity for the employees, are monies in payment of the identified inequities and not to be considered as negotiated General Economic Increases.
4. Any negotiated General Economic Increases shall be applied to the inequity base rate established by the Job Evaluation study, effective April 1, 2013, of \$14.80 for Residential Workers (RSW2 and RSW3) and \$16.06 for Residential Supervisors (Senior Staff).
5. Should full funding be received operationally from the Provincial Government, prior to April 1, 2017, the parties agree to reopen negotiations for the purposes of wages only.

Signed this 21 day of October, 2016.

**FOR THE EMPLOYER**


\_\_\_\_\_  
Paul Thompson  
Negotiating member


  
\_\_\_\_\_  
Ken Nicols  
Board Member

  
\_\_\_\_\_  
Leonard Foster  
Executive Director

**FOR THE UNION**

  
\_\_\_\_\_  
Heather Michaud  
President

  
\_\_\_\_\_  
Laurie Anderson  
Vice-President

  
\_\_\_\_\_  
Terry Goodine  
Recording-Secretary

LETTER OF AGREEMENT

Between

CUPE LOCAL 3210

and

Community Residential Living Board Woodstock Inc.

Re: Continued Benefits while on Approved Leave of Absence

The employer agrees to implement the following options for those employees on an approved leave of absence as defined under Article 22 of the collective agreement:

- a. On the request of an employee, payroll deduct advanced payments for a period equal to the approved leave of absence.
- b. Accept post dated cheques from the employee for the period of the approved leave of absence. In the event a NSF cheque should result, the employee benefit shall be suspended within 30 days and all charges accrued, paid by the employee.

Signed this 21 day of October, 2016.

FOR THE EMPLOYER

FOR THE UNION

\_\_\_\_\_  
Paul Thompson  
Negotiating member

\_\_\_\_\_  
*Heather Michaud*  
Heather Michaud  
President

\_\_\_\_\_  
Ken Nicols  
Board Member

\_\_\_\_\_  
*Laurie Anderson*  
Laurie Anderson  
Vice-President

\_\_\_\_\_  
*Leonard Foster*  
Leonard Foster  
Executive Director

\_\_\_\_\_  
*Terry Goodine*  
Terry Goodine  
Recording-Secretary



**LETTER OF AGREEMENT (Renewal)**  
**Between**  
**CUPE LOCAL 3210**  
**and**  
**Community Residential Living Board Woodstock Inc.**

**Re: Pay Equity- Job Evaluation Study**

WHEREAS the employees of Community Residential Living Board Woodstock Inc., have completed the job evaluation system to evaluate positions, and the implementation of such process has been approved and will be funded by the Provincial Government, the parties undertake the following:

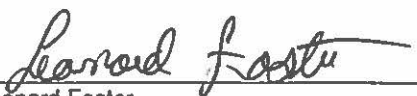
6. The Employer will pay all applicable lump sum payments, as received annually by the Provincial Government on April 12, or within fourteen (14) days of receipt of payment, of each fiscal year until such payments have been made in full from the Government.
7. Each fiscal adjustment shall be applied to the base rate of all employees from the previous year, if operational funding is received by the Employer the following fiscal year.
8. The parties agree that any monies received as a result of the implementation of pay equity for the employees, are monies in payment of the identified inequities and not to be considered as negotiated General Economic Increases.
9. Any negotiated General Economic Increases shall be applied to the inequity base rate established by the Job Evaluation study, effective April 1, 2013, of \$14.80 for Residential Workers (RSW2 and RSW3) and \$16.06 for Residential Supervisors (Senior Staff).
10. Should full funding be received operationally from the Provincial Government, prior to April 1, 2017, the parties agree to reopen negotiations for the purposes of wages only.

Signed this 21 day of October, 2016.

**FOR THE EMPLOYER**


\_\_\_\_\_  
Paul Thompson  
Negotiating member


  
\_\_\_\_\_  
Ken Nicols  
Board Member

  
\_\_\_\_\_  
Leonard Foster  
Executive Director

**FOR THE UNION**

  
\_\_\_\_\_  
Heather Michaud  
President

  
\_\_\_\_\_  
Laurie Anderson  
Vice-President

  
\_\_\_\_\_  
Terry Goodine  
Recording-Secretary

**LETTER OF AGREEMENT**  
**Between**  
**CUPE LOCAL 3210**  
**and**  
**Community Residential Living Board Woodstock Inc.**

**Re: Relief Hours**

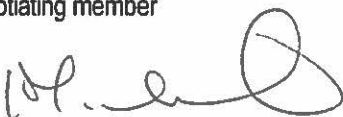
The Parties hereto agree to the following when scheduling relief hours:


1. Full time Employees who have not been scheduled full time hours, shall be offered relief hours until 80 hours in that pay period have been achieved.
2. In the event no maximization of hours is required, all relief hours shall be offered to relief staff in order of seniority.
3. In the event, all relief staff have been offered and there are still available shifts, any other employee who has submitted in writing their willingness to pick up relief hours, shall then be offered, by seniority, any remaining relief hours available.
4. There shall be no reduction in pay for any work performed in a lower classification and any work performed in a higher classification shall be compensated at the higher rate of pay.

Signed this 21 day of October, 2016.

**FOR THE EMPLOYER**


\_\_\_\_\_  
Paul Thompson  
Negotiating member

  
\_\_\_\_\_  
Ken Nicols  
Board Member

  
\_\_\_\_\_  
Leonard Foster  
Executive Director

**FOR THE UNION**

  
\_\_\_\_\_  
Heather Michaud  
President

  
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Laurie Anderson  
Vice-President

  
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Terry Goodine  
Recording-Secretary