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Campbellton
PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-032-03

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT

**AND IN THE MATTER OF AN APPLICATION FOR A DECLARATION
CONCERNING STATUS OF SUCCESSOR TRADE UNION**

BETWEEN:

Canadian Union of Public Employees,
Local 4598

Applicant,

- and -

The Canadian Red Cross Society
Saint John, New Brunswick

Respondent,

- and -

Red Cross Employees Association

Predecessor Trade Union.

ORDER

WHEREAS by Application filed on April 9, 2003 pursuant to section 58(1) of the *Industrial Relations Act*, the Applicant, Canadian Union of Public Employees, Local 4598, claims that by reason of a transfer of jurisdiction it is the successor of the Red Cross Employees Association which trade union at the time of transfer of jurisdiction was

the bargaining agent of a unit of employees of The Canadian Red Cross Society, Saint John, New Brunswick, on whose behalf it had obtained bargaining rights by way of Certification Order issued by the Labour and Employment Board and does seek a declaration accordingly;

AND WHEREAS pursuant to section 58(2) of the Act, the Board is satisfied that this matter may be determined on the basis of its examination of records without the necessity of the holding of a hearing or the taking of a representation vote, the Applicant and the Predecessor Trade Union having consented to the processing of this matter on that basis, the Respondent Employer having elected not to participate in the within proceedings;

AND WHEREAS on the basis of its examination of the documentary evidence filed, the Board is satisfied that the Red Cross Employees Association was the bargaining agent for a unit of employees of the Canadian Red Cross Society, Saint John, New Brunswick by virtue of Certification Order IR-106-02 issued on March 24, 2003;

AND WHEREAS the Board is satisfied that the transfer of jurisdiction was carried out in accordance with the provisions of the constitution of Canadian Union of Public Employees and the By-Laws of Red Cross Employees Association;

NOW, THEREFORE, the Labour and Employment Board does hereby
DECLARE:

- (a) that, pursuant to section 128(2)(b) of the *Industrial Relations Act*, Canadian Union of Public Employees, Local 4598 is a trade union within the meaning of section 1(1) of the Act;
- (b) that, pursuant to section 58(1) of the *Industrial Relations Act*, Canadian Union of Public Employees, Local 4598 is, by reason of a transfer of jurisdiction, the successor trade union to and has acquired the rights, privileges and duties under the Act of its predecessor trade union, Red Cross Employees Association, for the following unit of employees:

“All employees of the Canadian Red Cross Society, New Brunswick Division employed as homemakers and visiting/teaching homemakers in the County of Restigouche (Campbellton office), save and except supervisors, those above the rank of supervisor, QA associates, and those excluded by the *Industrial Relations Act*.”

AND FURTHER, the Labour and Employment Board does DECLARE that the Applicant is bound by the collective agreement in effect between the Predecessor Trade Union and the Respondent Employer, including its provision for renewal of said agreement.

ISSUED at Fredericton, New Brunswick, this 9th day of May 2003.



GEORGE P. L. FILLITER
CHAIRPERSON
LABOUR AND EMPLOYMENT BOARD

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-033-03

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT

AND IN THE MATTER OF AN APPLICATION FOR A DECLARATION
CONCERNING STATUS OF SUCCESSOR TRADE UNION

BETWEEN:

Canadian Union of Public Employees,
Local 4598

Applicant,

- and -

The Canadian Red Cross Society
Saint John, New Brunswick

Respondent,

- and -

Red Cross Employees Association

Predecessor Trade Union.

ORDER

WHEREAS by Application filed on April 9, 2003 pursuant to section 58(1) of the *Industrial Relations Act*, the Applicant, Canadian Union of Public Employees, Local 4598, claims that by reason of a transfer of jurisdiction it is the successor of the Red Cross Employees Association which trade union at the time of transfer of jurisdiction was

the bargaining agent of a unit of employees of The Canadian Red Cross Society, Saint John, New Brunswick, on whose behalf it had obtained bargaining rights by way of Certification Order issued by the Labour and Employment Board and does seek a declaration accordingly;

AND WHEREAS pursuant to section 58(2) of the Act, the Board is satisfied that this matter may be determined on the basis of its examination of records without the necessity of the holding of a hearing or the taking of a representation vote, the Applicant and the Predecessor Trade Union having consented to the processing of this matter on that basis, the Respondent Employer having elected not to participate in the within proceedings;

AND WHEREAS on the basis of its examination of the documentary evidence filed, the Board is satisfied that the Red Cross Employees Association was the bargaining agent for a unit of employees of the Canadian Red Cross Society, Saint John, New Brunswick by virtue of Certification Order IR-107-02 issued on March 24, 2003;

AND WHEREAS the Board is satisfied that the transfer of jurisdiction was carried out in accordance with the provisions of the constitution of Canadian Union of Public Employees and the By-Laws of Red Cross Employees Association;


NOW, THEREFORE, the Labour and Employment Board does hereby
DECLARE:

- (a) that, pursuant to section 128(2)(b) of the *Industrial Relations Act*, Canadian Union of Public Employees, Local 4598 is a trade union within the meaning of section 1(1) of the Act;
- (b) that, pursuant to section 58(1) of the *Industrial Relations Act*, Canadian Union of Public Employees, Local 4598 is, by reason of a transfer of jurisdiction, the successor trade union to and has acquired the rights, privileges and duties under the Act of its predecessor trade union, Red Cross Employees Association, for the following unit of employees:

“All employees of the Canadian Red Cross Society, New Brunswick Division employed at the Bathurst, New Brunswick office of Red Cross as homemakers and visiting/teaching homemakers, save and except supervisors, those above the rank of supervisor and those excluded by the *Industrial Relations Act*.”

AND FURTHER, the Labour and Employment Board does DECLARE that the Applicant is bound by the collective agreement in effect between the Predecessor Trade Union and the Respondent Employer, including its provision for renewal of said agreement.

ISSUED at Fredericton, New Brunswick, this 9th day of May 2003.



GEORGE P. L. FILLITER
CHAIRPERSON
LABOUR AND EMPLOYMENT BOARD

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-107-02

IN THE MATTER OF THE INDUSTRIAL RELATIONS ACT

AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION

BETWEEN:

Red Cross Employees Association

Applicant,

- and -

The Canadian Red Cross Society
Saint John, New Brunswick

Respondent,

- and -

United Steelworkers of America, Local 9181

Incumbent Trade Union.

ORDER

WHEREAS by Application filed 23 December 2002, the Red Cross Employees Association applies for certification as bargaining agent for a unit of employees of the Respondent, The Canadian Red Cross Society, Saint John, New Brunswick, pursuant to section 10 of the *Industrial Relations Act*;

AND WHEREAS, the Respondent Employer did file a Reply to the within Application wherein it raised, *inter alia*, the issue of status of the Applicant Association as a trade union as defined in the *Act*;

AND WHEREAS, counsel for United Steelworkers of America, Local 9181 did advise the Board in writing on 8 January 2003 that it was abandoning its bargaining rights with respect to this bargaining unit of employees, and would not be participating in these proceedings;

AND WHEREAS, no opposition to the Application was filed by any affected employees;

AND WHEREAS, counsel for the Applicant Association, by letter of 21 January 2003, did challenge the Schedules as filed by the Respondent by submitting that certain employees should be added to the respective Schedules;

AND WHEREAS, by letter dated 22 January 2003, the Board advised that upon a preliminary review of the documents filed, it did appear that the Applicant Association is a trade union as defined in the *Act*; and further, that the proposed description of the bargaining unit would be appropriate for collective bargaining, and did direct the Respondent Employer to file additional particulars with respect to its Schedules earlier filed and subsequently challenged by the Applicant Association;

AND WHEREAS, these additional particulars were filed by the Respondent Employer on 7 February 2003, and subsequently reviewed by the Board;

AND WHEREAS, the Board is satisfied that the within Application may be disposed of without the holding of an oral hearing;

AND WHEREAS, pursuant to the said application and having reviewed the documentary evidence filed in this matter, the Board does determine:

- a) that the Applicant, Red Cross Employees Association, is a trade union within the meaning of section 1(1) of the Act;
- b) that the Application is timely in accordance with section 10(5) of the Act;
- c) that the unit of employees hereinafter described is appropriate for collective bargaining;
- d) that the majority of employees in the unit were members in good standing or did select the trade union to be bargaining agent as of 13 January 2003, the time determined by the Board pursuant to paragraph 126(2)(e) of the Act as the time in which such membership or support is to be determined on an application for certification pursuant to section 14(1) of the Act; and
- e) that in the exercise of its discretion, a representation vote will not be held in this matter.

NOW, THEREFORE, the Labour and Employment Board does hereby **CERTIFY** Red Cross Employees Association as bargaining agent for the following unit of employees:


“All employees of the Canadian Red Cross Society, New Brunswick Division employed at the Bathurst, New Brunswick office of Red Cross as homemakers and visiting/teaching homemakers, save and except supervisors, those above the rank of supervisor and those excluded by the *Industrial Relations Act*.

AND FURTHER

(a) pursuant to section 21(1)(b) of the *Industrial Relations Act*, the Board does hereby **REVOKE** Certification Order I.R.R.-1-22-89 dated 6 April 1990; and

(b) pursuant to section 21(2) of the *Industrial Relations Act*, the United Steelworkers of America, Local 9181 be substituted by the Red Cross Employees Association as a party to the collective agreement with the Canadian Red Cross Society in effect until 20 December 2002, subject to revision in accordance with a notice to bargain exchanged between the Incumbent Trade Union and the Respondent Employer in September 2002.

ISSUED at Fredericton, New Brunswick, this **27th** day of March, 2003.


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GEORGE P. L. FILLITER
CHAIRPERSON
LABOUR AND EMPLOYMENT BOARD

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COLLECTIVE AGREEMENT

BETWEEN

CANADIAN RED CROSS
New Brunswick Region
(hereinafter called the "CRC")

- AND -

UNITED STEELWORKERS OF AMERICA, LOCAL 9181
(hereinafter called the "Union")

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PREAMBLE

The Parties acknowledge that dedication to the Fundamental Principles of the Canadian Red Cross is paramount in the relations between clients, employees, the Union and the CRC.

In particular the Union recognizes volunteer involvement in the CRC and agrees that nothing in this Agreement restricts the recruitment and assignment of volunteers to perform any service in which the CRC is engaged or may be engaged.

The CRC acknowledges that employees covered under this agreement will not be required to perform any volunteer service, however; nothing in this agreement prevents an employee from agreeing to act as a volunteer outside of what is covered in this Collective Agreement.

ARTICLE 1 - GENERAL PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain orderly collective bargaining relations between the CRC and its employees represented by the Union which will not interfere with the normal operation of the CRC.
- 1.02 Nothing in this agreement binds the CRC to continue any service for which adequate funding is not available.

ARTICLE 2 - RECOGNITION AND SCOPE

- 2.01 The CRC recognizes the Union as the sole and exclusive bargaining agent with respect to all matters covered by this Agreement for all employees of Canadian Red Cross employed at the Bathurst, and Campbellton, New Brunswick office of Red Cross as homemakers, visiting/teaching homemakers, and respite care workers save and except supervisors, those above the rank of supervisors, and those excluded by the Industrial Relations Act.
- 2.02 The Union further agrees that there will be no solicitation of members, collection of dues, Union Executive or Membership Meetings, or other Union activities either on the premises of the CRC or at such location where services are being provided by employees, except as specifically permitted by this Agreement or as specifically authorized in writing by the CRC.

ARTICLE 3 - DEFINITIONS

- 3.01 It is agreed that the word "employee or "employees" wherever used in this Agreement shall be deemed to refer only to an employee or employees in the bargaining unit as herein before defined.
- 3.02 Where the singular or feminine is used in this Agreement, it shall be deemed to include the plural or masculine and vice versa, where the context so requires.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 It is agreed that there will be no discrimination by the Union or the CRC because of affiliation or non-affiliation with any Union or because of race, colour, creed, sex, age, physical disability or national origin.

ARTICLE 5 - NO STRIKES OR LOCKOUTS

- 5.01 The Union agrees that during the term of this Collective Agreement, it will not cause, permit, condone or authorize its members to strike, slow down, or engage in any other work stoppage, picketing or any form of collective action which will interfere with or stop service and that, if such collective action should take place, the Union will instruct its members to continue to work and to perform their duties in the usual manner.
- 5.02 The CRC agrees that it will not lock out employees during the term of this Collective Agreement.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 It is recognized and agreed by both parties that the CRC is a private organization dependent upon public funding and volunteer support. Nothing in this Agreement shall be intended or interpreted as limiting the ability of the CRC to respond to the need of the community or the requirements of obtaining or continuing to obtain funding. The Union acknowledges and recognizes that all matters concerning the management of the CRC's operations and the direction of the working force are fixed exclusively with the CRC except as specifically limited by an express provision in this Agreement.

Without restricting or limiting the generality of the foregoing, the Union acknowledges and recognizes that it is the exclusive function of the CRC to:

- (a) maintain order and efficiency;
- (b) hire, classify, transfer, assign, lay-off, recall, promote, increase or decrease work assignments and determine standards of performance and work assignments;
- (c) discharge, suspend, demote or otherwise discipline employees provided that a claim by an employee who has successfully completed her probationary period that she has been disciplined, suspended or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) make, enforce, and alter from time to time reasonable rules and regulations governing conduct to be observed by the employees;
- (e) generally to manage the services in which the CRC is engaged or may become engaged and without in any way restricting the generality of the foregoing to determine the types of services to be provided and the programs required to carry out those services including the right to plan, direct and control services, facilities, programs, courses, procedures, methods, staffing, location and classification of personnel required from time to time, work assignments and the scheduling thereof, supervision and control of programs; and
- (f) to take all steps as may be deemed available by the CRC to carry out the CRC's mandate to provide quality services to the community and to obtain funding to provide such services, recognizing that the needs of the client are paramount.

6.02 The CRC agrees that such rights shall be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 7 - DEDUCTION OF UNION DUES

- 7.01 During the term of this Agreement, the CRC will deduct, from all employees as defined in Article 3.01 an amount equivalent to the regular Union dues as per the Constitution of the United Steelworkers of America.
- 7.02 The CRC shall remit to the Financial Secretary of the Union the total of all amounts so deducted not later than the fifteenth (15th) day of the month following the calendar month in which the deductions are made together with a list of employees on behalf of whom the deductions were made.
- 7.03 Before the CRC deducts any amount under clause 7.01 the Union must advise the CRC in writing of the amount of dues.
- 7.04 The Union agrees to indemnify and save the CRC harmless against any and all claims, suits, actions and liabilities which may arise from the application of the present article.

ARTICLE 8 - REPRESENTATION

8.01 Negotiations

The CRC agrees to recognize two (2) employees, per office (Bathurst; Campbellton), elected by the Union as an Officer/Representative for the purpose of meeting with the CRC to negotiate renewed agreements.

- a) The Union shall notify the CRC in writing of the names of the employees elected by the Union as current representatives of the Negotiating Committee.
- b) The CRC agrees that members of the Negotiating Committee shall not suffer any loss of basic pay for time spent in attending negotiations with representatives of the CRC provided they were scheduled to work and the hours may not be able to be rescheduled in the same pay period but no later than the following pay period.

8.02 Relationship

For the purposes of this Article, the names of any Union Officer/Representative shall be given to the CRC in writing from time to time as well as the effective date of any respective appointments. The CRC shall not be required to recognize any such

- Officer/Representative until it has been so notified.
- 8.03 The CRC shall be immediately informed in writing of any change of an Officer/Representative.
- 8.04 The Union further acknowledges and agrees that the Officer/Representative has regular duties to perform in connection with her employment and will not absent themselves from her duties. It is agreed by the Union that Union business shall not be conducted on the CRC's premises or on any premises where services are being provided during business hours.
- 8.05 For negotiation meetings that are scheduled at times when the Committee Members are otherwise scheduled to work, the CRC shall pay all the Committee Members for lost time provided the hours may not be rescheduled in the same pay period but no later than the following pay period.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 a) For the purpose of this Agreement, a grievance is defined as a difference arising either between a member of the bargaining unit and the CRC or between the parties relating to the interpretation, application, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- b) Time limits expressed under this Article are mandatory unless otherwise mutually agreed in writing.
- 9.02 The grievance shall identify the nature of the grievance, the remedy sought, specify the provisions(s) of the Collective Agreement which are alleged to have been violated.
- 9.03 The Union shall notify the CRC in writing of name of the Union steward appointed to assist employees in processing grievances and the CRC shall not be required to recognize any steward and committee member not named in such notice.
- 9.04 The CRC shall advise the Union, in writing, of the names of their Representatives from time to time authorized to deal with grievances under this article. The Union will be notified of any additions or deletions.
- 9.05 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible and it is understood that an employee has no grievance until she has first given her immediate supervisor/coordinator or delegate the

opportunity of adjusting her complaint. If an employee has a complaint, such complaint shall be discussed with her immediate supervisor/coordinator or delegate, assisted by the Union steward if she so desires, within seven (7) calendar days after the circumstances giving rise to the complaint have originated or occurred. If the immediate supervisor/coordinator or delegate is unable to adjust the complaint to the mutual satisfaction within seven (7) calendar days from receipt of the complaint, the employee may proceed with the grievance within seven (7) calendar days following the decision.

9.06 A grievance of an employee properly arising under this Agreement shall be adjusted and settled as follows:

a) Step 1

The employee with the assistance of a Union Steward, if desired, must submit a written grievance, signed and dated by the employee, to her immediate supervisor/coordinator or delegate. The immediate supervisor/coordinator or delegate will deliver a decision in writing within seven (7) calendar days following the day on which the written grievance was presented. Failing settlement, then:

b) Step 2

Within seven (7) calendar days following the decision in Step 1, the employee must submit the written grievance to the Manager of Homepartners Programs or delegate. Within seven (7) calendar days of receipt of the grievance by the Manager of Homepartners programs or delegate, unless extended by mutual agreement of the parties in writing, a meeting may be held between Representatives of the CRC, the Grievor and the steward of the Local Union at which time the grievance shall be discussed. A representative of the International Union may also be present at any such meeting. The decision of the CRC shall be given in writing fourteen (14) calendar days following this meeting.

9.07 Failing settlement under the foregoing procedure, either party may submit the matter to arbitration within fourteen (14) calendar days after the decision under Step 2 is given. If no written request for arbitration is received within such fourteen (14) calendars day period, the grievance shall be deemed to have been abandoned.

9.08 Discharge Grievance

A grievance involving the discharge of an employee who has successfully completed her probationary period must be reduced to writing and originated under Step 2 within seven (7) calendar days of an employee being notified of her discharge. Notwithstanding anything in this Agreement, a probationary employee may be discharged at the sole discretion of and for any reasons satisfactory to the CRC and the parties agree that such action shall not be subject to the Grievance and Arbitration Procedures and does not constitute a difference between the parties.

- 9.09 A probationary employee may take advantage of the Grievance Procedure except in the case where her employment has been terminated by way of discharge.
- 9.10 Where any difference arises directly between the CRC and the Union relating to the interpretation, application, or administration of the Agreement, a grievance may be originated by either party at Step two of the grievance procedure with the opportunity to be provided within six (6) days or a longer period as may be mutually agreed to for oral discussion between the Executive of the Union and Management Representatives designated for that purpose by the CRC. The International Representative of the Union may attend this meeting. Failing settlement within fourteen (14) calendar days, the grievance may be submitted to arbitration in accordance with Article 9.07. However, it is expressly understood that the provisions on this Article may not be used by the Union to institute a grievance or complaint directly affecting an employee which she could have instituted herself and which right she had lost by exceeding the time limits under this article.
- 9.11 If advantage of the provisions in these articles are not taken within the time limit specified herein or as extended as set out in Section 9.14 below, the matter in dispute shall be deemed abandoned and cannot be reopened.
- 9.12 If a supervisor desires to discuss any matter concerning discipline with an employee, the employee shall, if the supervisor is accompanied by another management representative, be entitled to be accompanied by a steward.
- 9.13 Employee and Steward will not lose pay for the time spent during regularly scheduled working hours attending scheduled meetings called by the Representatives of the CRC.
- 9.14 Any and all time limits fixed by this article may be extended by mutual agreement in writing between the CRC and the Union.

ARTICLE 10 - ARBITRATION

- 10.01 When either party requests that a dispute be submitted to arbitration as herein before provided, it shall make such request in writing addressed to the other party to this Agreement, and include a list of at least four (4) Arbitrators to be considered. The other party shall indicate acceptance of one (1) of the named Arbitrators or respond with a list of its Arbitrators to be considered. Following this process, if the parties are unable to agree to a single Arbitrator, either party shall then request the Ministry of Labour for the Province of New Brunswick to appoint an Arbitrator.
- 10.02 No person may be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 10.03 No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the Grievance Procedure.
- 10.04 The Arbitrator shall not have any power to amend, alter, modify or add to any of the provisions of this Agreement or to substitute any new provisions or any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 10.05 The decision of the Arbitrator will be final and binding upon the parties hereto and the employee(s) concerned.
- 10.06 Each of the parties hereto will share equally the fees and expenses, if any, of the Arbitrator.
- 10.07 Arbitrations shall be heard in the Bathurst or Campbellton areas or at such other place as the parties shall mutually agree upon in writing.
- 10.08
- a) The issue(s) raised in the written grievance and in the written reply(ies) thereto, or in the case of a difference directly between the Union and the CRC, the issue(s) raised in the written representation by the applicant for arbitration and in the reply thereto by the other party, shall be presented to the Arbitrator and his award shall be confined to such issue(s).
 - b) The parties shall submit to the Arbitrator only the facts relevant to the grievance concerned and shall not submit any previous authority to the Arbitrator except at the hearing.
 - c) Warnings and suspensions or letters in lieu of suspension which have been

stricken from an employee's record shall not be raised at an arbitration hearing and the Arbitrator will not accept them at any time, under reserve or otherwise.

- 10.09 No cost of arbitration or cost concerning witnesses shall be awarded to or against either party.
- 10.10 Any objection regarding the arbitrability of a matter must be raised by one of the parties no later than Step 2 on the grievance procedure in order to be receivable by the Arbitrator.
- 10.11 The Arbitrator shall be requested to give his award within a period of thirty (30) days after the close of the hearing.

ARTICLE 11 - PROBATIONARY PERIOD

- 11.01 A new employee will be considered on probation until after she has completed three hundred hours of work in the bargaining unit since her last date of hire, it being understood that a further period of probation, of up to an additional one hundred and fifty (150) hours, may be established at the discretion of the CRC. Where the period of probation is extended by the CRC, the CRC will notify the employee in writing. A probationary employee will not have recourse to the grievance procedure for reason of termination for unsuitable or unsatisfactory performance.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

- 12.01
 - a) The steps for disciplinary actions will be :
 - i) verbal warning
 - ii) written warning
 - iii) suspension or termination.
 - b) If disciplinary action is to be taken, the employee must be informed of such action within ten (10) days from the date of the infraction, or under exceptional circumstances as soon as possible after the CRC discovered all the facts concerning the infraction.
 - c) The Union executive will be notified in cases involving suspension or discharge.
 - d) In the event of a claim that an employee has been suspended without pay or discharged unjustly or unreasonably the grievance shall be filed at Step 2 of the Grievance Procedure within five (5) days after the disciplinary action

complained of.

- 12.02 Employees will be entitled to examine their disciplinary record upon request to the Personnel Department.
- a) Written warning will be completely removed from an employee's record twelve (12) months from the receipt of such warning.
 - b) A suspension notice, or a letter in lieu of suspension will be completely removed from an employee's record twenty-four (24) months from the receipt of such notice or letter.
- 12.03 If it is determined or agreed at any step in the Grievance Procedure that an employee has been suspended or discharged unjustly or unreasonably, the CRC shall reinstate her with no loss of seniority and it shall pay the employee her wages at her regular basic rate plus any applicable paid holiday pay had she been working together with a continuation of any benefits, or by any other arrangement as to remuneration which is just and equitable in the opinion of the Arbitrator if the matter is referred to such Arbitrator.

ARTICLE 13 - HEALTH AND SAFETY

- 13.01 The CRC and the Union recognize the benefits to be derived from a safe and healthy place of employment. It is agreed that the CRC and the employees, Union Stewards, officers and all levels of supervision will cooperate fully to promote safe work practices, healthy work conditions and the CRC will enforce safety rules and procedures.
- 13.02 The CRC undertakes to study any recommendations submitted by employees and, if the recommendation is found reasonable, to put it in application as soon as possible.
- a) A Joint Occupational Health and Safety Committee composed of a maximum of one (1) CRC Representative and one (1) employee selected by the Union will hold a meeting if necessary.
 - b) This committee will meet for the purpose of studying factors which have been or could be an impairment to safe working conditions and of making recommendations to the CRC. Members of the committee will be supplied with a summary of proceedings of the meetings.
 - c) The CRC undertakes to study any recommendations and, if found reasonable, to put it in application as soon as possible.

13.03 An employee may refuse to do any particular act or series of acts at her place of work where she has reasonable grounds for believing that the act or series of acts is unusually dangerous to her health or safety provided she reports the problem to her supervisor or other member of management.

13.04 The Canadian Red Cross will give the homemakers all the information, concerning a client, which is reasonably accessible to the Red Cross, before the homemaker visits the client.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 Insofar as operational requirements permit, an employee who gives a reason satisfactory to the CRC, will be granted a leave of absence without pay. Any request for leave of absence must be in writing and approved by an authorized CRC Representative.

14.02 a) An employee who has been elected or appointed by the Union to attend Union Conventions or conferences shall be granted a leave of absence without pay for this purpose. The Union will inform the CRC of the name of the delegate or delegates and request leave of absence in writing at least four (4) weeks in advance. Only two (2) employees, per bargaining unit, at any one time may be granted such a leave of absence.

b) Leave of absence without pay for employee(s) appointed to Government Boards and Commissions will be granted provided:

- 1) four (4) days notice in writing has been submitted by the employee to the CRC's office and
- 2) under exceptional circumstances the four (4) day notice required under sub-section 1 above may be waived.

14.03 If the CRC is given at least four (4) weeks notice in writing, a leave of absence without pay will be granted to an employee, not to exceed two (2) in number, to attend the Union's Labour Seminar.

14.04 Bereavement Leave

On the death of a member of an employee's immediate family the CRC will grant a leave of absence as follows:

- a) Five (5) consecutive calendar days and up to two (2) consecutive calendar days travel time (for travel in excess of 300 kilometers) in the event of death in the immediate family which includes, mother, father, spouse, son, daughter, brother, sister, ward, guardian, mother-in-law, father-in-law.
- b) One (1) working day to attend a funeral in the event of the death of a grandmother, grandfather, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law.

14.05 Maternity Leave

- a) An employee with at least one (1) year of service with the CRC shall be entitled to maternity leave without pay in accordance with the following:
 - i) Maternity leave shall be granted to a pregnant employee who intends to return to work for a period not in excess of seventeen (17) weeks.
 - ii) Employees who wish to avail themselves of maternity leave must give written notice to the CRC at least four (4) weeks in advance of commencement of leave, stating the intended length of leave and provide an Attending Physician's statement from a qualified medical practitioner certifying she is pregnant and indicating the expected date of delivery.
- b) The employee shall advise the CRC of the date of her return to work at least two (2) weeks before her expected date of return. On her return to work, she shall be provided with an hourly rate of pay at not less than her rate at the

time the maternity leave began or new rate in accordance with the terms of the Collective Agreement.

- c) In the event that an employee wishes to return to work before the expiration of a period of six (6) weeks after the delivery, she may request that the duration of her maternity leave be so shortened by giving the CRC two (2) weeks notice of her intention to do so and upon furnishing to the CRC an acceptable medical certificate indicating that the employee, in the opinion of a legally qualified medical practitioner, is able to resume her work, the CRC shall advise the employee in writing of its consent or denial of such request.

14.06

Parental Leave

- (a) An employee with at least one (1) year of service with the CRC who will have the actual care and custody of a newborn child or who qualifies to adopt a child shall be entitled to up to twelve (12) weeks leave of absence in accordance with the following:
 - i) In the case of a female employee, parental leave shall commence on the expiration of the maternity leave taken by her provided such leave was requested at the same time as her maternity leave in accordance with Article 14.05 (a), ii) above.
 - ii) In the case of the natural father, employees must give written notice to the CRC at least four (4) weeks in advance of commencement of leave stating the intended length of leave and provide an attending physicians statement from a qualified medical practitioner indicating the expected date of delivery. Parental leave shall commence on or after the date when the child comes into the employee's care and custody. The last day of the leave must fall within 52 weeks after that date.
 - iii) In the case of a newly adopted child, employees must given written notice to the CRC, in accordance with Article 14.06 (b) below, stating the intended length of leave. Parental leave shall commence on the day the child comes into the employee's care and custody.
- (b) An employee who may apply for parental leave, in the case of adoption, shall give written notice to the CRC of her qualifying to adopt as soon as her qualification is established and shall request parental leave forthwith upon receipt of confirmation of the pending adoption.

- 14.07 During maternity and/or parental leave, the employee shall continue to accumulate seniority.
- 14.08 If the CRC is given at least two (2) weeks written notice and if the employee concerned can be spared, a leave of absence without pay will be granted to enable her to attend the Canadian Labour College.
- 14.09 Provided the Union gives eight (8) weeks advance written notice the CRC shall grant an employee a leave of absence without pay for one (1) year to work in an official capacity for the Local or International Union or Union Affiliate. Not more than one (1) employee may be absent on such a leave at any one time.
- 14.10 Leave for Taking Courses

The Standard First Aid course will be paid by the Canadian Red Cross for employees who have stayed with the Red Cross for at least two (2) continuous years of service.

Prolonged sick leave or educational leave.

After coming back from a prolonged sick leave or educational leave, the homemakers will get their former clients back, as much as it is possible. If they have lost some hours, their names will be placed on a seniority list for them to get their lost hours replaced as soon as it is possible.

Jury or Witness Duty

An employee who is summoned to serve as a juror or is subpoenaed to attend as a witness will be granted a leave of absence without pay. Provided the employee had been scheduled to work, the CRC shall attempt to provide the employee with a make-up of hours.

ARTICLE 15 - INJURY AND DISABILITY

15.01 Workers' Compensation Injury

In the case of an accident or injury for which an employee will be compensated by the Workers' Compensation Board, the CRC agrees to pay the employee for the entire period of work for which she was scheduled on the day of the accident or injury provided such injury is reported to the CRC immediately following such accident or injury.

ARTICLE 16 - SENIORITY

- 16.01 The "Seniority" of an individual employed by the CRC means the length of her service in the employ of the CRC at the Canadian Red Cross, Bathurst and Campbellton, offices, beginning from her most recent date of hire.

In a case where two employees enter the bargaining unit on the same day, the employee's time of hire will be the determining factor in establishing seniority.

There will be one seniority list for Bathurst and one for Campbellton. If a homemaker decides to move from one branch to the other, she will start at the bottom of the list. She will retain her years of service for the purpose of increase of vacation.

- 16.02 An employee shall lose all seniority and shall be deemed to have been terminated if she:

- (a) resigns;
- (b) is discharged and not reinstated through the grievance and arbitration procedure;
- (c)
 - (i) fails to report for a scheduled work assignment without notifying the CRC unless such notification could not reasonably be given;
 - (ii) is absent from two (2) scheduled assignments in any twelve (12) months.
 - (iii) has not had a work assignment for a period in excess of twelve (12) months.
- (d)
 - (i) is absent due to illness or disability which absence continues in excess of twelve (12) calendar months and there is no anticipation of return to work in the near future.
 - (ii) is absent due to illness or disability for which workers compensation benefits are received and until she is certified as unable to return to work by the Workers' Compensation Board.
- (e) fails to return to work upon the expiration of a leave of absence or utilizes a leave of absence for any purpose other than that for which it was granted;
- (f) refuses to accept assignment without medical certification.

- 16.03 Upon ratification of this Collective Agreement, the CRC will prepare a list of employees showing their seniority dates beginning from her most recent date of hire as in Section 16.01 of this agreement. This list shall be revised and sent to the Recording Secretary of the local union on February 1st of each calendar year.
- 16.04 When a new employee is hired, the CRC will advise the Union of the employee's name, address, telephone number and date of hire.

ARTICLE 17 - HOLIDAYS

- 17.01 Effective July 1, 1990, the CRC recognizes the following as paid holidays:

New Year's Day	New Brunswick Day
Good Friday	Labour Day
Canada Day	Christmas Day

- 17.02 a) Public Holidays will be paid to all homemakers at the rate of 3% of their salary. This 3% will be added to every pay.

ARTICLE 18 - VACATIONS

- 18.01 On or about the first pay in June of each year employees shall be paid four (4%) percent of their gross earnings of the previous twelve (12) month period or from date of employment, in lieu of annual vacation. Upon termination prior to the first pay in June, employees shall be paid for earned but unpaid vacation entitlement.

- 18.02 After twelve (12) months of continuous service employees may apply for annual vacation without pay of up to three (3) weeks. After eight (8) continuous years of service, employee may apply for annual vacation without pay of up to four (4) weeks.

- a) Requests for vacations must be made in writing four (4) weeks in advance, and the CRC will grant request, where possible.
- b) In the event of conflicts seniority shall prevail. However, after April 1st of the year, vacation schedules as already confirmed can no longer be disturbed by assertion of seniority rights.

- 18.03 The vacation year shall be from April 1 of one year to March 31 of the following year as per the CRC vacation cycle.
- 18.04 Unless mutually agreed otherwise, vacations must be taken in blocks of not less than one week.

ARTICLE 19 - HOURS OF WORK AND OVERTIME

19.01 Hours of Work

Nothing in this article is a guarantee of hours of work per day or per week.

The number of hours actually worked by employees in a day or in a week is fully dependent upon:

- (a) the number of hours in service ordered by the CRC's purchasers of service;
- (b) the needs of the CRC's clients;

- 19.02 As a condition of employment, employees shall be available for a minimum of twenty-one (21) hours of work per week unless otherwise agreed in writing by the CRC and shall indicate their preference to the CRC in advance in a manner to be determined by the CRC. The CRC, as a result of client needs, may reduce the hours for individual employees.

- 19.03 The CRC will normally schedule employees for no less than two (2) consecutive hours work on a work day. However, as circumstances dictate a one (1) hour work assignment may be scheduled.

- a) If upon reporting to work the employee is unable to perform the Hours assigned because of unforeseen circumstances, the CRC will pay:
 - i) If no other client(s) are scheduled on that day the employee will be

paid one (1) hour pay if one hour was scheduled or a minimum of two (2) hours pay.

- ii) If other client(s) are scheduled on that day, the employee will be paid in accordance with i) above in addition to any other hours worked.
- b) In the event of cancellation of an assignment, the CRC will provide as much advance notice as possible to the employee and attempt to replace all or some of the lost hours.
 - i) In the event of cancellation of an assignment and where the employee is not notified to not report for such scheduled work by 4:30 p.m. of the previous day or within two (2) hours prior to scheduled assignment on the same day, she will be paid in accordance with a) i) and ii) above.
 - ii) In the event of cancellation of assignment and where the employee is notified at any time prior to reporting to the cancelled assignment with a replacement of at least two (2) hours work or one (1) hour if one hour was scheduled, the provisions in 19.03 b) i) above will not apply.

19.04 Overtime

The CRC shall pay an employee one and one-half (1 ½) her basic rate for all hours worked by such employee(s) in excess of forty-four (44) hours per calendar week.

19.05 Time worked as overtime shall only be allowed with prior approval of the CRC. Time allowed as overtime in any work day will not again be allowed as overtime in the work week. In no case shall an employee be entitled to more than one and one-half (1 ½) her applicable hourly rate for any such overtime worked.

19.06 All employees shall have the right to refuse to work overtime, except in emergency situations, without being subject to discipline for so refusing.

19.07 Additional Hours

- a) Regular employees working less than forty (40) hours per week who have expressed a desire, in writing, to work additional hours, will be scheduled for hours that have become available based on the employee's availability, suitability, skill and experience required in the specific assignment, client location and Seniority according to the qualifications stated above.

- b) The opportunity to work additional hours will not be offered in the event that the result would be a reduction in the scheduled ongoing hours of other employees. Regular employees whose scheduled ongoing hours are reduced will have those hours replaced with relief hours where available and with ongoing hours when they become available in accordance with paragraph 19.07 a) above.

ARTICLE 20 - MISCELLANEOUS

- 20.01 The Canadian Red Cross shall provide mileage reimbursement for errands only. Those errands have to be approved by the Client Service Center Coordinator. The rate shall be no less than that applicable to other homemakers employed in locations outside of the Bathurst and Campbellton offices of the Red Cross
- 20.02 Any notice in writing which either party gives to the other shall be by registered mail postage prepaid.
 - a) Any notice provided in the agreement to be mailed by registered mail shall be deemed given as of the next day after of mailing. The registration receipt shall establish the date of mailing.
- 20.03 The CRC or the Union will notify the other of any change of address by notice as set out in 20.02.
- 20.04 The CRC and the Union desire every employee to be familiar with provisions of this agreement and her rights and duties under it. For this reason the CRC will print and translate the Agreement in French and English on a 50%/50% cost share basis with the Union and will give a copy to each employee. Following the signing of this agreement, the CRC will distribute xerox copies of it to the president of the Union.
- 20.05 Uniforms
 - a) If the CRC requires that a uniform, smock, or protective clothing and accessories be worn by employees while at work, the CRC shall supply any

such item(s). When a new employee is hired, two (2) clothing items will be supplied; thereafter, a new clothing item will be issued when in the opinion of the CRC, a new one is warranted and available.

- b) Each employee shall keep her own uniform, smock or protective clothing clean and tidy in a manner satisfactory to the CRC.
- c) Any item(s) of uniform or accessories supplied by the CRC shall remain the Property of the CRC and shall not be worn while the employee is off duty.
- d) Uniforms, smocks or protective clothing and accessories are the property of the Red Cross Homemaker Service and are to be returned upon termination of employment, or as requested by the CRC in the event of no assignments having been available for a period of thirty consecutive days.

ARTICLE 21 - DURATION OF AGREEMENT

- 21.01 This Agreement shall be effective on the date of ratification hereof and shall continue thereafter until the second anniversary of such ratification. For purposes of this Article, date of ratification shall be the later of the date of execution by the CRC and the date of execution by the Union. Thereafter, this Agreement shall continue from year to year unless written notice of intent to terminate or amend this Agreement is given by either party within a period between sixty (60) and ninety (90) days immediately prior to the expiration date.
- 21.02 The provisions of this Collective Agreement will become effective from the date on which the Agreement is ratified.

SCHEDULE "A"HOMEMAKER RATES

Effective December 1, 1999 Hourly rates are:

0 - 1 years	1 - 5 years	5 - 10 years	10+ years (inclusive)
\$7.01	\$7.57	\$7.71	\$7.76

Respite Care

\$6.03

Teaching Homemaker Rate

\$8.01

LETTER OF INTENT

The CRC agrees that for those employees on staff as of the date of ratification of this Agreement, who only have one (1) uniform, will be provided with a second (2nd) uniform to be made available within sixty (60) days from the date of signing of this Collective Agreement.

The CRC agrees that when possible without undue service disruption Homemakers with 15 years of continuous service shall be given the option of working every 3rd weekend instead of every 2nd weekend as is the policy for employees with less than 15 years of service.

July 2000

LETTER OF UNDERSTANDING

This will confirm that for the purposes of this proposed collective agreement between the New Brunswick Region of The Canadian Red Cross and the United Steelworkers of America, Local 9181, the local 9181 members in Bathurst and Campbellton will receive compensation equal to that paid to non-unionized Homemakers in New Brunswick, and will receive the benefit of any compensation generally available to such non-unionized Homemakers

Ron Farrell
General Manager
Canadian Red Cross
Atlantic Zone

Gary White, Representative
United Steelworkers of
America Local 9181