

C-235-01

COLLECTIVE AGREEMENT

BETWEEN

DALHOUSIE C.H.O.I.C.E.S. GROUP HOME INC.

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4680



Effective from July 1st 2009 to June 30th, 2012

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This Agreement made this 1 day of September, 2009.

BETWEEN: DALHOUSIE C.H.O.I.C.E.S. GROUP HOME INC.,
Dalhousie, New Brunswick,
Hereinafter called "The Employer",

Party of the first part

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4680,
Hereinafter called "The Union",

Party of the second part

Preamble

Whereas it is the intent and purpose of the parties to this agreement to maintain stable conditions of employment between the Employer, the employees and the union, to promote the well being and the increased productivity of its employees to the end that the clients of the Employer will be efficiently served; accordingly, the parties hereto set forth certain articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this agreement.

Now therefore the parties agree as follows:

Article 1 – Management Rights

- 1.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this agreement are recognized by the union as being retained by the Employer.

Article 2 – Recognition and Negotiations

- 2.01 Union recognition and bargaining unit – The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of Dalhousie C.H.O.I.C.E.S. Group Home Inc., Dalhousie, New Brunswick, save and except the Executive Director and those excluded by the Industrial Relations Act of the Province of New Brunswick
- 2.02 Bargaining Unit work – Persons who are not in the bargaining unit shall not be employed to perform work performed by persons assigned to the bargaining unit except in the case of training, experimentation or

emergency when regular employees are not available and provided that the performance of such work does not result in a reduction of an employee's regular hours or wages.

Article 3 – Definitions

- 3.01 (a) (i) “Full-time employee” – which shall be those employees who normally and regularly work the number of hours provided for in article 17.01 and who are hired for an indeterminate period;
- (ii) “Part-time employee” – which shall be those employees who normally and regularly work a lesser number of hours than provided for in article 17.01 and are hired for an indeterminate period;
- (iii) “Casual employee” - means a person hired to work in one of the classifications covered by the certification order but who is neither a full-time employee or a part-time employee.
- 3.02 Probationary period – In this agreement, “probationary period” means the period of time during which the competence of a person employed to perform work in a classification assigned to the bargaining unit is assessed.
- 3.03 Hours of work – “Hours of work” means, for the purpose of this agreement, the number of hours during which an employee is scheduled to work.
- 3.04 Seniority – “Seniority” means, for the purpose of this agreement, the length of service as an employee in the bargaining unit, unless specified otherwise. When an employee completes the probationary period as defined in article 3.02, seniority shall accumulate from the first day of employment. For greater clarification, 2,080 hours constitute one year's seniority.
- 3.05 Service – “Service” means actual hours paid directly by the Employer, including paid hours by “Workplace Health, Safety and Compensation Committee of N.B.”. Year's service is 2,080 actual paid hours (excluding overtime hours) worked. Service includes periods of leave without pay to attend Union business.
- 3.06 Sick Leave – “Sick Leave” means, for the purpose of this agreement, that period of time during which an employee is on leave with pay on account of sickness or accident for which no benefits under the “Workplace Health, Safety and Compensation Committee of N.B.”.

- 3.07 Promotion – For the purpose of the agreement, “promotion” means the movement of an employee from one position to another where the maximum rate of pay is the highest.
- 3.08 Grievance – In this agreement, “grievance” means a dispute or difference of opinion concerning any of the following:
- (a) the interpretation or alleged violation of any provision of this agreement;
 - (b) action resulting in discharge, suspension, or a financial penalty;
 - (c) the interpretation or application of a provision of a statute, or a regulation, by-law, order or other instrument made or issued by the Employer dealing with terms and conditions of employment;
 - (d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceeding paragraphs and for which there is no administrative procedure for redress provided for in or under an act of the Legislative Assembly.
- 3.09 Bargaining Unit – “Bargaining Unit” means, for the purpose of this agreement, the group of employees of Dalhousie C.H.O.I.C.E.S. Group Home Inc.
- 3.10 Gender and number – In this agreement, masculine includes the feminine gender and the singular includes the plural number where the context so requires.
- 3.11 Employer – “Employer” means, for the purpose of this agreement, C.H.O.I.C.E.S. Group Home Inc. as represented by its Board of Directors and includes its representatives and/or agents, that is to say the General Director and the directors of the establishment.

Article 4 – Discrimination

- 4.01 The parties agree that there shall be no discrimination practised or exercised. The parties agree that the Human Rights Act, R.S.N.B., Chapter H-11, shall be recognized and applied to this agreement.
- 4.02 Harassment – The Employer agrees to draw up a “Harassment in the Workplace” policy within six (6) months and include this policy in the Policy Manual at the home.

Article 5 – Union Security

- 5.01 All employees covered by the bargaining unit 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, from the first day of employment. This article is subject to article 14.02.
- 5.02 No bargaining unit employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this collective agreement.

Article 6 – Check-Off of Union Dues

- 6.01 (a) Check-off – The Employer shall deduct from the wages due to every employee from the first day of employment an amount equal to the regular monthly dues as provided by the Union Constitution and Regulations.
- (b) Dues receipt – At the same time that Income Tax (T-4) slips are made available, the Employer shall record the amount of union dues paid by the union member in the previous year.
- 6.02 Amount of union dues – Deductions shall be made at the end of each month and shall be forwarded to the Secretary-Treasurer of the union not later than the 15th of the month following, accompanied by a list of all employees from whose wages the deductions have been made.
- 6.03 Deductions to be remitted – Before the Employer is required to deduct any amount under this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so indicated shall continue to be the amount to be deducted under this article until modified by a further written notice to the Employer signed by the designated officials of the union; following which such amount shall be the amount to be deducted and so on.
- 6.04 New employees – The Employer agrees to inform new employees with the existence of this agreement as well as the conditions of employment set out in the articles relating to union security and the check-off of union dues.
- 6.05 Notification to Union – On a monthly basis, the Employer shall notify the Union of all appointments, hiring, layoffs, transfers, recalls and all terminations of employment of employees covered by this agreement.

Article 7 – Correspondence

- 7.01 All correspondence between the parties pertaining to or arising out of this agreement shall be between the secretary of the Union and the General Director of the Employer.

Article 8 – Negotiating Committee

8.01 Negotiations

- (a) A leave of absence without pay and without loss of seniority shall be granted to members who are authorized to attend formal negotiation meetings.
- (b) Upon written application from the Union, the Employer shall grant a leave of absence without pay and without loss of seniority to employees selected by the Union to attend union conferences, meetings or education seminars.

8.02 Labour Management Committee

- (a) Establishment of Committee – The parties of this agreement recognize the benefits, which can be derived from a Labour Management Committee and shall establish such committee in the Group Home. It is agreed that such committee shall be composed of two (2) members, a management and a union representative. Meetings should be held when needed. The minutes of each meeting should be prepared and signed by both representatives of the management and the union as soon as possible.
- (b) Jurisdiction of Committee – The committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this collective agreement.
- (c) 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.
- (d) It is understood that members of the Labour Management Committee shall not suffer any loss of pay as a result of committee meetings.

Article 9 – Grievance Procedure

- 9.01 (a) Union Steward – In order to settle grievances, the Employer recognizes the right of the Union to appoint or elect from among the employees a steward whose functions will be to assist employees in the writing and presentation of his grievance in accordance with the grievance procedure.
- (b) An employee and his steward who wish to present a grievance shall not suffer any wage loss for the time it takes to present the grievance.
- 9.02 The Employer shall not be required to recognize the union steward until it has been notified in writing of his name. The Union will notify the Employer of any change of union steward within twenty-one (21) days after the change occurs. It is agreed that the steward must perform his regular duties for the Employer.
- 9.03 Union Representative – Provided that permission has been given in advance, an authorized union steward shall have access to the Employer's premises for the purpose of assisting in the service of a grievance. Such permission shall not be unreasonably denied.
- 9.04 Informal discussion – The parties recognize that many complaints can be settled through informal discussions and mutual understanding. Consequently employees must discuss the matter with the Employer within ten (10) working days after the circumstances giving rise to the complaint occurs. Within ten calendar days following the discussion with the employee, the General Director must deliver his decision in writing. If a decision has not been rendered within these time limits, the employee shall conclude that his complaint has been rejected by the employer and shall proceed to the next level.
- 9.05 An employee presenting a grievance as defined by article 3.08 must have the consent of the Union and must indicate those provisions of the agreement, which have been allegedly violated by the Employer.
- 9.06 Extension of time limits – Any and all time limits may be extended by mutual agreement in writing between the Union and the Employer. If these time limits are not complied with, the matter in dispute shall be deemed to have been abandoned.
- 9.07 Grievance and replies shall be writing.
- 9.08 Grievance procedure – Failing settlement of a dispute following discussion between the employee and the Employer in accordance with the provisions of article 9.04, the employee with the consent of the Union may

submit a grievance as defined in article 3.08 and the following procedure shall apply:

Step one – Within fifteen (15) working days from the date on which a decision has been delivered by the Employer in accordance with the provision of article 9.04, the employee shall present his grievance on the appropriate form to the Director. If the employee receives no reply or does not receive satisfactory settlement within fifteen (15) working days from the date on which he presented his grievance to the director, the employee may proceed to step two.

Step two – Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in step one, the employee shall present his grievance to the Board of Directors at the attention of the secretary of the corporation at the address of its headquarters. If the employee does not receive a reply or satisfactory settlement of his grievance from the Board of Directors within fifteen (15) working days from the date on which he presented his grievance, the employee may proceed to step three.

Step three – Within fifteen (15) working days from the expiration of the fifteen (15) day period referred to in step two, the employee may refer his grievance to arbitration as provided in article 10 if the grievance has not been settled.

9.09 Union-Employer Grievances – Where there is a dispute as to the interpretation or application of this agreement or where the union submits a grievance, the procedure provided in article 9.04 may be waived by consent of both parties.

9.10 Settlement of Grievance – Any settlement of a grievance at any of the steps of the grievance procedure shall be in writing and shall be final and binding upon both parties.

9.11 Representative – In case where the employee presents a grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process (except informal discussions – article 9.04), the employee may be accompanied by a representative or agent of the Union.

Article 10 – Arbitration

10.01 (a) Composition of Board of Arbitration – When either party notifies the other of its desire to submit the grievance to arbitration, the notice shall be sent by registered or certified mail to the other party of the agreement indicating the name and address of its nominee on an arbitration board. Within fifteen (15) working 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 will then meet to select an impartial chairperson.

- (b) If the parties agree, the Board of Arbitration may consist of a single arbitrator.
- (c) Failure to appoint – If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a chairperson within seven days of appointment, the appointment shall be made by the Minister of Labour, upon request of either party.

10.02 Procedures – The arbitrator may establish his own rules or procedures but must give each of the parties the opportunity to present its case. The arbitrator shall hear the allegations and make a decision within thirty (30) days from the date of his appointment.

10.03 Decision of the Board – The decision of the majority shall be the decision of the Board. Where there is no majority, the decision of the Chairperson shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify, or amend any of its provisions. However, the Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which in its opinion it deems just and equitable.

10.04 Interpretation of Award – Where there is disagreement with respect to the interpretation of an award, either party may request the arbitrator to clarify the award. The arbitrator must give his decision within three (3) days of the request.

10.05 Fees and Expenses – Each of the parties shall be responsible for one-half of the fees and expenses of the arbitrator.

10.06 Changes of time limits – Time limits established by this article may be changed subject to the approval of the parties to this agreement.

10.07 Witnesses – At any stage of the grievance procedure, including arbitration, the parties may have the assistance of employees and any witnesses. All necessary arrangements will be made to permit the parties or the arbitrator to have access to the premises of the Employer to view these conditions of employment, which can be connected to the settlement of a grievance.

Article 11 – Strikes and Lockouts

11.01 There shall be no strikes or lockouts during the term of the agreement.

11.02 In the case of legal strike, the provisions of the Industrial Relations Act shall prevail.

Article 12 – Discharge, Suspension, Discipline and Resignation

12.01 Warnings – Whenever the Employer 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 ten (10) working days thereafter give written particulars of such censure to the Secretary of the Union, with a copy to the employee involved. Whenever the Employer deems it necessary to censure an employee, this shall be done in confidence, in a specific office, in the presence of only the employee affected and a union steward or member and the Employer.

The employee shall have the right to reply to the warning and such reply shall become part of the employee's personal file.

12.02 No employee who has completed his probationary period shall be disciplined by suspension without pay, financial penalty, or discharged except for just cause.

12.03 Discharge and Suspension Procedure – An employee may be suspended or discharged but only for just cause. When an employee is suspended or discharged, the employee shall be given the reason in the presence of a steward, or if no steward is available, a local union member of his choice. Such employee and union shall be advised within ten (10) days in writing by the Employer of the reason for such suspension and discharge.

12.04 Except for probationary employees, where an employee alleges that he/she has been suspended or discharged without just cause, the employee shall invoke the grievance procedure as set out in this agreement, and for the purpose of a grievance, the employee shall lodge his/her grievance at ~~step~~ **two** of the grievance procedure.

12.05 Where it is determined that an employee has been disciplined by suspension or by discharge without just cause, then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits, which he/she shall not lose, is his/her regular pay during the period of suspension or discharge, which shall be paid to him/her at the end of the next complete pay period following his reinstatement.

12.06 Personnel File – When an employee is disciplined other than by suspension or discharge and a derogatory notation is to be placed against the record of an employee, such notation shall be prepared in triplicate. The employee shall sign one copy as receipt, which will be placed in file, and the other two copies will be given to the employee. An employee who

wishes to respond to such a notation, such response will become part of the employee's file.

- 12.07 Access to Personnel File – For the purpose of this article, there shall be only one official personnel file. Upon request (24 hours notice) made during normal working hours (Monday to Friday), an employee shall be given, in the presence of a representative of the Employer, an opportunity to read all documents relating to the assessment of his conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.
- 12.08 A record of disciplinary action cannot be used against an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken.
- 12.09 An employee shall given the Employer ten (10) working days notice of intention to resign. The notice must indicate the last working day of the employee.
- 12.10 Right to have a Steward or Union Representative Present – When the Director/Employer intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward and/or Union Representative to be present at the interview.

Article 13 – Seniority

- 13.01 Computation – The seniority of a person who has attained the status of employee commences on the date of employment as provided under article 3.04. Seniority is equal to the number of regular hours of the employee and where this agreement requires a year of seniority shall be calculated in multiples of 2 080 hours.
- 13.02 The Employer shall prepare a seniority list, which will include the date of hire of each employee. An updated seniority list shall be sent to the Union and be posted on all bulletin boards during January of each year and such list will include the number of regular hours worked by each employee since the date of hire.
- 13.03 Loss of Seniority – No employee shall lose his seniority in case of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose his seniority in the following cases:
- (a) when he has been discharged for just cause and is not reinstated;
 - (b) when he quits or retires;

- (c) when he is absent without leave for a period in excess of five (5) working days without notifying the Employer unless it is impossible for him to do so;
- (d) when recalled he fails to return to work within seven (7) days after being notified, except in the case of illness or other reasonable excuse. It shall be the responsibility of the employee to keep the Employer informed of his address;
- (e) when he is laid off in excess of one year.

13.04 Any employee who cannot perform his duties because of work related injury for which he is receiving benefits from the "Workplace Health, Safety and Compensation Committee of N.B" shall continue to accumulate seniority during the period of total temporary disability and he shall also accumulate sick leave credits during the periods of his total temporary incapacity.

13.05 Seniority Protection – In the event that the Employer should merge or amalgamate several of its operations or functions, the Employer agrees to maintain the seniority rights of all employees.

Article 14 – Probationary Period

14.01 All newly hired employees are employees on a probationary basis for 90 complete working days to permit the Employer to assess the employee's suitability for continued employment. However, if following an evaluation by the Employer, the Employer finds that the work performance is not adequate; the probationary period may be extended ninety (90) more days.

14.02 A person on probation may be discharged at any time without recourse to the grievance procedure unless the Union considers the discharge to be discriminatory in violation of article 4. The seniority of an employee who has completed the probationary period is calculated from the date of hire.

Article 15 – Vacancies, Promotions and Changes

15.01 When a vacancy occurs or a new position is created, the Employer shall advise the union in writing within twenty-one (21) days. The position shall be posted on the bulletin board for a minimum period of one week in order to inform all employees of the vacant or new position. The name of the successful candidate shall be posted within twenty-one (21) days following the closing of the competition.

15.02 Postings – The notice of posting shall contain the following information:

- (a) duties of the position;
- (b) essential qualifications;
- (c) hourly rate

The job requirements must be relevant to the position.

15.03 Appointment – In all cases of changes in personnel, transfers or promotions, the Employer shall consider seniority, training, experience, work experience and the essential qualifications as factors in the awarding of a vacancy among applicants who meet the requirements as indicated on the posting.

15.04 Trial Period – In case of promotion or transfer, the successful candidate shall be subject to a trial period of no more than (120) one hundred and twenty working days, subject to the employee's option of being able to return to his former position prior to the end of the trial period. Conditional on satisfactory performance, the promotion shall become permanent following the trial period or if the employee cannot perform the duties of the position, he shall be returned to his former classification without loss of seniority or wages. Any other employee promoted or transferred because of the promotion shall be returned to his former classification without loss of seniority or wages.

Article 16 – Layoff and Recall

16.01 Procedure for Layoff and Recall – Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of layoff, employees shall be laid off in the reverse order of seniority. In the case of layoff, employees with less seniority at C.H.O.I.C.E.S. Group Home Inc. will be laid off.

16.02 The employees shall be recalled in order of their seniority at the C.H.O.I.C.E.S. Group Home Inc.

16.03 New Employees – No new employee will be hired until employees who have been laid off have been given an opportunity for recall.

16.04 Advance notice of layoff – When the Employer intends to lay off an employee, it shall notify the Union and the employee in writing, by personal service or registered mail, at least ten (10) working days, and if the employee has received a notice of less than 10 days, he shall continue to be paid for a period of ten (10) working days after the notice is given. The notice must include the employee's classification and seniority date.

16.05 Grievances arising from layoffs – Grievances, which are related to layoffs due to shortage of work, may be processed at step two of the grievance procedure.

16.06 An employee will receive upon request and at the time of a termination of employment a letter of reference.

Article 17 – Hours of Work

17.01 The regular work week will be forty (40) hours. The regular hours of work will average eighty (80) hours over a two- (2) week period. The regular daily hours of work in each shift shall not exceed twelve (12) hours. No employee shall be required to work more than two consecutive shifts without an eight-hour break between the second and third shifts.

17.02 Rotation and Days Off – The present method of scheduling hours at work as well as days off shall not change during the term of this agreement. In cases of disputes or possible improvements, the Employer must consult the union before imposing any changes.

17.03 Distribution of Available Hours of work -(casual employees)

a) Casual employees shall be scheduled and called by seniority until all employees have obtained 80 hours per pay period.

b) The employer will schedule and or call shifts by seniority as they become available and will allot shifts based on seniority.
Employees will be required to commit to filling the shift upon being contacted.

c) ~~Casual employees who fail to fulfill a scheduled commitment or refuse three shifts within a calendar month will be placed at the bottom of the calling list.~~

d) If a casual employee refuses three (3) shifts for medical reasons during a calendar month, a medical certificate could be required. If such a certificate is provided to the Employer, the employee's name will stand on the calling list.

17.04 Article 17.03 shall not apply when an additional employee is called in exceptional circumstances.

Article 18 – Overtime

- 18.01 (a) Definition of Overtime – All work performed in excess of 80 hours bi-weekly, during a holiday, day of rest, or during an employee's vacation shall be considered as overtime.
- (b) Overtime will be on a voluntary basis.
- 18.02 All overtime must be authorized by the employee's supervisor.
- 18.03 Rate of Pay – An employee shall be paid for overtime hours in accordance with the following rates:
- (a) time and one-half the hourly rate; or, at the choice of the employee,
- (b) time-off equal to time and one half the hours worked.
- 18.04 Distribution of Overtime – Overtime and call back time shall be divided equally among the employees who accept and who are qualified to do the required work. All overtime hours must be approved by the employee's supervisor.
- 18.05 (a) Call-outs – A full-time employee who is called out to work after his working day shall be paid a minimum of two (2) hours at the applicable overtime rate.
- (b) All part-time or casual employees who are called out to work after their working day shall be paid for the hours worked with a minimum of two (2) hours paid.
- (c) All part-time or casual employees – In the event a part-time or casual employee is called to work and his shift is subsequently cancelled, the Employer must advise the employee at least a minimum of 4 hours before the beginning of the shift. In the event the employee is not advised, article 18.05 (b) shall apply.

Article 19 – Shift Work

- 19.01 Exchange of Shifts – Subject to the approval of the Employer, employees may agree to exchange shifts in whole.
- 19.02 The Employer will make an effort to ensure that no employee will be required to work more than seven (7) consecutive calendar days; however, no employee shall be required to work more than eight (8) consecutive

calendar days. The work schedule shall provide consecutive days off, unless otherwise agreed.

- 19.03 Weekends – Unless otherwise agreed, employees assigned to shift work shall have at least thirteen (13) weekends off during any twelve (12) months period, not including vacation periods. A weekend off shall consist of no less than six (6) consecutive shifts between the hours of 4:00 p.m. on Friday and 8:00 a.m. on Monday.
- 19.04 Split Shift – No employee shall be required to work split shifts.
- 19.05 A work schedule for a twelve-month period shall be posted on a bulletin board. Any changes to this schedule made by the Employer shall be done in consultation with the Union.
- 19.06 Every full time or part time employee working on evening shift or a night shift shall be entitled to a shift premium of \$0.75 per hour for each hour worked during an evening shift or a night shift. The total amount accumulated on account of shift premium shall be disbursed to employees at the regular pay proceeding December 25th of each year. An employee leaving the employ of the Employer during a year shall be entitled to be paid his accumulated shift premium with his last pay cheque.

Article 20 – Holidays

- 20.01 For the purpose of this agreement, the Employer recognizes the following Holidays with pay each calendar year:

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

Any other day proclaimed by the Federal or Provincial Government to be celebrated in lieu thereof.

- 20.02 Holidays with Pay – Employees who are required to work on a scheduled holiday shall be compensated at the rate of time and one-half their hourly

rate for each hour worked, in addition to a day off with pay to be granted by the Employer.

20.03 Day Off – Where a holiday falls on an employee's day off, the Employer shall reschedule his holiday on another working day, which shall be no later than the employee's next vacation period, and such day off shall be deemed to be the holiday.

20.04 Entitlement to Holiday Pay – To be eligible for a holiday with pay, an employee must have worked the day before and the day after the holiday, unless he is absent on approved leave.

Article 21 – Vacations

21.01 Vacation Leave – The permanent employees are entitled to vacations calculated as follows:

- (a) A full-time employee shall be entitled to a paid vacation at the rate of one and one-quarter ($1\frac{1}{4}$) days for each complete calendar month of service.
- (b) For part-time employees, a calendar month will be equal to 160 paid hours.
- (c) Employees who have completed eighty-four (84) months (7 years) of continuous service are entitled to a paid vacation at the rate of one and two-thirds ($1\frac{2}{3}$) days for each complete month of service.
- (d) An employee who has completed one hundred and eighty (180) months (15 years) of continuous service is entitled to a paid vacation at the rate of two and one twelfth ($2\frac{1}{12}$) days for each calendar month of service.
- (e) An employee who has completed two hundred and forty (240) months (20 years) of continuous service is entitled to a paid vacation at the rate of two and two third ($2\frac{2}{3}$) days for each calendar month of service.

21.02 Holidays during Vacation Period – If a holiday falls during an employee's vacation, he shall be granted an additional day off and this day off shall be that day immediately following the annual vacation of the employee.

21.03 Termination of Employment – An employee whose employment is terminated for any reason shall be paid his final pay for any vacation credit to which he is entitled under article 21.01.

- 21.04 Calculation of Vacation Pay – Vacation Pay is calculated according to the wage rate in effect immediately prior to the vacation period.
- 21.05 Employees shall receive, prior to their vacation period, any regular pay which they would normally be paid during their vacation period, and will be dated in such a way to be cashed upon receipt, provided that prior notice is given to the Employer at least fifteen (15) days in advance.
- 21.06 Preference – Preference in vacation schedules shall be given within each establishment to those employees with greater seniority, regardless of category or service.
- 21.07 Vacation Reference Year – The vacation year shall be from July 1st to June 30th of each year. Vacation may not be cumulative from year to year unless approved in writing by the Employer.
- 21.08 The Employer shall post, no later than March 1st each year, a list on which employees will indicate their choice of vacation. Employees shall have until March 31st to indicate their choice of vacation. Approved vacation lists shall not be posted later than May 1st and shall not be changed unless mutually agreed. Vacations shall be granted on the basis of seniority and if an unacceptable number of employees request vacation for the same date, the senior employee shall have preference and the other employees shall be required to make another choice.
- 21.09 Unbroken Vacation Period – All eligible employees will be entitled to fifteen (15) consecutive days of vacation. Vacation in excess of fifteen (15) days shall be subject to the approval of the Employer but the Employer shall make a reasonable effort to accommodate employees who so request.
- 21.10 Illness during Vacation – An employee who is hospitalized or becomes ill for a period of three (3) or more days while on annual vacation may use sick leave credits provided that he submits a medical certificate and that the Employer is notified during the period of illness. The unused vacation credits can be taken at a later date.

Article 22 – Sick Leave

22.01 Amount of Sick Leave

- (a) Each full-time employee in the bargaining unit shall accumulate sick leave credits at the rate of one day and one quarter (1¼) per month for each month of service up to a maximum credit of one hundred and fifty (150) days. After thirty (30) consecutive days of sick leave, the employee shall provide a second medical opinion to the Employer.

- (b) Each part-time employee in the bargaining unit shall accumulate sick leave credits at the rate of one day and one quarter ($1\frac{1}{4}$) per month for each 160 paid hours of service up to a maximum credit of one hundred and fifty (150) days. After thirty (30) consecutive days of sick leave, the employee shall provide a second medical opinion to the Employer.

22.02 Deduction of Sick Leave – Deduction shall be made from an employee's accumulated sick leave credits for each hour (except holidays) that the employee is absent on sick leave in accordance with Article 22.01. Eight (8) hours shall constitute one working day.

22.03 Proof of Illness – The Employer had the right to investigate and require a certificate from a medical practitioner. Such certificate must be provided during the period of illness.

22.04 Notification – An employee who is absent from work on account of illness or accident must notify the Employer as soon as possible.

22.05 Leave of Absence – Where a continuous period of absence from work on leave of absence without pay or on layoff exceeds one-half ($1/2$) the number of working days, no sick leave shall accumulate for that month; however, the employee shall retain any sick leave credits to such leave or layoffs.

22.06 Sick Leave Record – The Employer shall maintain a record of sick leave credits. All employees shall be advised of sick leave credited at the time the last paycheque of the month is issued.

22.07 Leave for Medical or Dental Appointments – An employee shall be granted sick leave for medical or dental appointments, which cannot be arranged outside working hours. The employee must advise the Employer as soon as the appointment is confirmed.

22.08 No deduction shall be made from an employee's sick leave credits or vacation credits when receiving benefits under the "Workplace Health, Safety and Compensation Committee of N.B."

Article 23 – Leaves of Absence

23.01 Leave for Union Business

- (a) The Employer shall grant a leave of absence without pay upon request to an employee elected or appointed to deal with union matters.

- (b) The Employer shall maintain the full salary and benefits of the employee during a temporary absence from work in accordance with the provisions of 23.01 (a). The Union shall reimburse the Employer. Application for such leave shall be made one (1) week in advance.
- (c) No employee shall suffer loss of pay when he has to leave his job temporarily for the purpose of grievance or arbitration procedures.

23.02

Bereavement Leave

- (a) An employee shall be granted five (5) consecutive calendar days off with pay, excluding holidays or scheduled days off, in the event of the death of a spouse, common law spouse, brother, sister, son, daughter, common law spouse's children, father, mother, grandparents, grandchildren, and shall be granted three (3) consecutive calendar days off with pay, excluding holidays or scheduled days off, in the event of the death of a father-in-law, mother-in-law, brother-in-law, sister-in-law, common law spouse's in-laws, aunt or uncle or other person under his/her dependency.
- (b) On the day of the funeral of an employee's godparents, the employee shall be granted one (1) day bereavement leave with pay provided the funeral falls on the employee's regular working day.
- (c) Under the Employer's discretion, where the burial occurs outside the province, special leave with pay shall be granted for the purpose of travel to a maximum of two (2) days.

23.03

(a) Maternity, Paternal & Adoption Leaves

- (i) In case of pregnancy, an employee shall be granted on request an unpaid maternity leave of up to seventeen (17) weeks without pay to commence at anytime from a day 11 weeks before the specified date of delivery to the day of actual delivery.
- (ii) The employees eligible for maternity leave can use during their maternity leave ten (10) working days of their accumulated sick leave.

(b) Parental Leave

- (i) An employee shall be granted on request thirty-seven (37) weeks of unpaid parental leave. If both parents are employees, the thirty-seven (37) week parental leave may be taken by one parent or shared by the two parents providing the combined leave period does not exceed

thirty-seven (37) weeks. In case of the mother, the parental leave must be consecutive with the maternity leave. If the natural father intends to take parental leave, he shall give four (4) weeks written notice to the Employer of the commencement date and duration of the leave.

- (ii) In addition, on the occasion of the birth of his child, an employee shall be granted on request one (1) working day leave with pay.

While on maternity or parental leave, an employee shall retain her full employment status and continue to accumulate seniority. On return from maternity or parental leave, the employee shall be reinstated to her position.

(c) Adoption Leave

- (i) An employee adopting a child shall be entitled to one (1) working day leave with pay.
- (ii) An employee shall be granted upon request up to thirty-seven (37) weeks adoption leave without pay.
- (iii) An employee adopting a child shall provide the employer with as much advance notice as possible of the effective date of the adoption.
- (iv) While on adoption leave, an employee shall retain her full employment status and continue to accumulate seniority. On return from adoption leave, the employee shall be reinstated to her position. Notwithstanding the leave provided in this clause.23.03, the employer may grant additional leave without pay upon request of the employee.

(d) Child Care Leave

The combined maternity leave of seventeen (17) weeks and child care leave of thirty-seven (37) weeks taken by one or both parents cannot total more than fifty-two (52) weeks.

Child care leave shall begin not earlier than the date on which the new-born or adopted child came into care and custody of the employee and not later than fifty-two (52) weeks after that date.

Employers shall not dismiss, suspend or layoff an employee during the leave or for reasons arising from the leave alone.

Employers shall permit the employee, upon the end of the leave, to resume work in the position held immediately before the beginning of the leave or an equivalent position with no decrease in pay. Seniority continues to accrue during the leave at the same rate as if the employee would have worked

23.04 Court Leave – The Employer shall grant a leave of absence to an employee who is required:

- (a) To serve on a jury;
- (b) To attend as a witness in any proceedings held before a court of justice, a coroner or board of inquiry;
- (c) Submits a certificate of attendance and reports to work when not required to serve for an entire day;
- (d) Must be paid the difference between his regular salary and the jury or witness fees received, but does not include transportation costs, meals and other expenses.

23.05 Education Leave

- (a) At the discretion of the Employer, a leave of absence with pay and without loss of seniority may be granted to those employees who wish to upgrade their skills in their work for the Employer.
- (b) An employee who is requested by the Employer to attend any educational training, sessions or conference on his/her scheduled day off shall be paid his/her regular wages for that day or accumulate lieu time.

23.06 Miscellaneous Leave – The Employer shall grant upon written request a leave without pay and without loss of seniority to any employee on reasonable grounds. No such leave shall be unreasonably denied.

Article 24 – Wages and Allowances

24.01 Every regular employee who ordinarily works the number of hours provided for in article 17.01 of this agreement and who is hired for an indeterminate period shall be paid in accordance with the rates set out in Schedule “A”, as the case may be.

24.02 (a) Part-time employees shall benefit from the same salary, working conditions and advantages provided by the present collective agreement, pro-rated on the number of hours worked.

- (b) Upon signing of the present collective agreement, all casual employees within the meaning of article 3.01 (b) (iii) of this agreement shall be paid in accordance with Schedule "A" of the present collective agreement. Casual employees will not be entitled to the shift premium.

24.03

Pay Day

- (a) Employees will be paid on every second Thursday in accordance with the wage rate set out in Schedule "A" as the case may be, annexed to, and which form part of this agreement. Every employee shall receive a detailed statement of earnings and deductions.
- (b) Should any holiday fall on a pay-day, the employees shall be paid on the preceding banking day.
- (c) The Employer shall ensure that pay cheques are available to employees who work on the night shift or the evening shift at the end of their shift.
- (d) On a regular pay-day, pay cheques will be made available during the entire day.

24.04

Temporary Assignment

- (a) When an employee is required to perform the duties of the Director, he shall receive the Senior Counsellor rate of pay.
- (b) Where an employee is temporarily assigned to a higher paying position, the employee shall receive the pay-range for the said higher position. Where an employee is temporarily assigned to a position paying a lower rate, his rate shall not be reduced.

24.05

Errors in pay cheques – The Employer shall correct any error in an employee's pay within three (3) days after being notified by the employee.

24.06

Retirement Allowance – When an employee, having five (5) years' service or more retires due to disability, (accident, sickness), age or death, the employee or estate shall receive a retirement allowance equal to five (5) days pay for each year of service but not exceeding **one hundred and thirty (130)** days pay, at the employee's regular rate of pay at the time of retirement.

24.07

Principle of Equality – The concept of "equal work for equal pay" shall be respected regardless of sex.

- 24.08 Mileage Allowance – Employees requested by the Employer to use their own motor vehicle for travelling in the performance of their regular duties shall be paid in accordance with the applicable departmental policy.
- 24.09 An employee shall be entitled to receive five (5) days pay for each year worked when said employee is subjected to a permanent layoff. This severance will be paid out one year and one day after the layoff has occurred. In the event of the insolvency of the group home this severance shall be payable to all immediate employees as at the date of insolvency.

Article 25 – Job Classifications and Reclassifications

- 25.01 The Union recognizes the right of the Employer to assign duties and to establish job classifications for all positions.
- 25.02 Job Description – In consultation with the Union, the Employer agrees to draw up job descriptions for all positions and classifications for which the Union is bargaining agent within one hundred and eighty (180) days of the signing of the agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions.
- 25.03 Abolishment of Bargaining Unit Classifications – No classification shall be abolished without prior consultation with the Union.
- 25.04 Changes in Classifications – Where there are changes in the duties of a classification or where an employee feels he has been unjustly classified or where a new classification not covered by Schedule “A”, as the case may be, is established during the life of this agreement, the rate of pay shall be subject to negotiations between the Employer and the Union. In the event no agreement can be reached with respect to the reclassification or the wage rate, the dispute may be submitted to the grievance and arbitration procedures. The new rate shall become retroactive to the date the position was first filled by an employee.

Article 26 – Health and Safety

- 26.01 (a) Health and Safety – The Employer shall make all necessary provisions for the safety and health of its employees during their hours of employment. The Employer shall supply protective devices necessary to properly protect employees from injury. The Employer and the Union agree to co-operate to the fullest extent possible towards the prevention of accidents in the workplace and to the health and safety of the Employer, employees and residents.

- (b) Both parties agree that the N.B. Occupational Health and Safety Act shall apply to this agreement.

26.02 An employee who suffers an occupational injury shall submit as soon as possible a written report stating particulars to the Employer.

Article 27 – Job Security

27.01 Where its operations or functions are merged or amalgamated, the Employer agrees to take all necessary steps to place affected employees to another position within the existing establishment.

Article 28

The parties to this agreement agree that the memorandums of understanding annexed to this agreement shall form part of the agreement.

Article 29 – General

29.01 Bulletin Board – The Employer shall place at the disposal of the Union a bulletin board of appropriate size exclusively for the posting of union notices.

29.02 Posting of notices – The Union may post on the bulletin board as provided by article 29.01 notice of union meetings or information of a general nature and which are signed by an authorized representative of the Union. The parties agree that the contents of such notices shall not have a detrimental effect to order and the relationship between the parties.

29.03 Retroactivity – Wages provided under this agreement shall be retroactive to **July 1, 2009**. Retroactive pay shall apply to all hours worked including benefits during regular hours of work or call back by an employee by this agreement.

29.04 Notwithstanding the provisions of article 29.03, the following persons are not eligible for retroactive pay:

- (a) persons who have left their employment before completing their probationary period;
- (b) persons who have been discharged for matters of discipline or because of incompetence and who have not been reinstated in their position;

Article 30 – Present Conditions and Benefits

- 30.01 All present rights, benefits, privileges and working conditions shall be maintained but may be altered by mutual agreement between the Employer and the Union provided that such changes do not conflict with the terms of this agreement.

Article 31 – Copies of Agreement

- 31.01 (a) The translation and the printing of the agreement shall be the responsibility of both the Employer and the Union.
- (c) This agreement must be printed in both French and English and both versions shall be official.

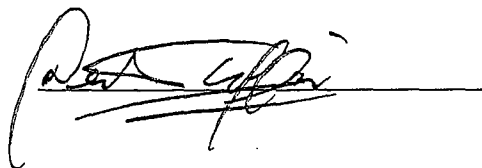
Article 32 – Duration and Termination

- 32.01 Duration of Agreement – This agreement shall be in effect from **July 1st, 2009 to June 30th, 2012** and shall remain in effect from year to year unless either party request the negotiations of a new agreement or the amendment of the existing agreement by giving notice to the other party within the two (2) months prior to the expiration date of this agreement or any renewal thereof.
- 32.02 Agreement remains in effect – Where a notice requesting negotiation of a new agreement has been given, this agreement shall remain in full force and effect until such time as an agreement has been reached in respect of a renewal, amendment or substitution thereof.
- 32.03 When either party to this agreement desires to commence negotiations, it must signify so to the other party within a period between thirty (30) and sixty (60) days prior to the expiration of the agreement. The other party, within ten (10) days after notice has been given, must commence to bargain. Negotiations must be conducted in good faith with a view to concluding of a collective agreement.
- 32.04 Designated employees – In the event of a strike, the Union shall negotiate with the Employer in order to ensure a sufficient number of employees who will work for the Employer. The Union will assure that there will be one employee designated per shift who will work for the Employer in order to dispense necessary services to residents of the Home during a strike.


32.05 Successor Rights – This agreement is binding upon not only the parties to this agreement but also their successors and legal heirs.

IN WITNESS WHEREOF the parties have signed this 1 day of September 2009.

FOR THE UNION



FOR THE EMPLOYER



Schedule A - Wages

WAGE RATES - HOURLY

EFFECTIVE AS OF	Casuals	Counsellors			Senior counsellor	Program Facilitator
		A	B	C		
JULY 1, 2009	12.68	15.06	15.40	15.78	18.34	18.94
JULY 1, 2010	12.88	15.26	15.60	15.98	18.54	19.14
JULY 1, 2011	13.08	15.46	15.80	16.18	18.74	19.34

WAGE RATES - BI-WEEKLY

EFFECTIVE AS OF	Casuals	Counsellors			Senior counsellor	Program Facilitator
		A	B	C		
JULY 1, 2009	1,014.40	1,204.80	1,232.00	1,262.40	1,467.20	1,515.20
JULY 1, 2010	1,030.40	1,220.80	1,248.00	1,278.40	1,483.20	1,531.20
JULY 1, 2011	1,046.40	1,236.80	1,264.00	1,294.40	1,499.20	1,547.20

WAGE RATES - YEARLY

EFFECTIVE AS OF	Casuals	Counsellors			Senior counsellor	Program Facilitator
		A	B	C		
JULY 1, 2009	26,374.40	31,324.80	32,032.00	32,822.40	38,147.20	39,395.20
JULY 1, 2010	26,790.40	31,740.80	32,448.00	33,238.40	38,563.20	39,811.20
JULY 1, 2011	27,206.40	32,156.80	32,864.00	33,654.40	38,979.20	40,227.20

Retro from July 1st, 2009 to signing.

Memorandum of Agreement No. 1 - Pension Plan – Multi-Sector Pension

BETWEEN;

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4680

AND

C.H.Q.I.C.E.S. GROUP HOME INC., DALHOUSIE

Pension Plan

The parties of this collective agreement agree the **Multi-Sector Pension Plan** as follows..

In this Article, the terms used shall have the meanings as described:

.01 "Plan" - means the Multi-Sector Pension Plan

"Applicable Wages" - means the basic straight time wages for all hours worked and in addition:

- (i) the straight time component of hours worked on a holiday; and
- (ii) holiday pay, for the hours not worked; and
- (iii) vacation pay; and
- (iv) sick pay paid directly by the Employer (but not short term indemnity payments paid by an insurer) which results in the Employee receiving full payment for the hours missed due to illness.

Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

"Eligible Employee" - means all employees in the bargaining unit.

.02 Commencing **upon signing of the Collective Agreement**, each Eligible Employee shall contribute for each pay period an amount equal to **4%** of Applicable Wages to the Plan. The Employer shall contribute on behalf of each eligible Employee for each pay period, an amount equal to **4%** of Applicable Wages to the Plan.

.03 The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.

.04 The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form it shall be provided in such form to the Plan if the Administrator so requests.

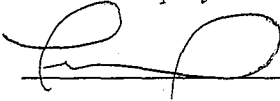
For further specificity, the items required for each eligible Employee by Article .04 of the agreement include:

- i) To Be Provided Once Only At Plan Commencement
 - Date of Hire
 - Date of Birth
 - Date of First Contribution
 - Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
 - Gender
- ii) To Be Provided With Each Remittance
 - Name
 - Social Insurance Number
 - Monthly Remittance
 - Pensionable Earnings
 - ~~Year-to-Date Contributions~~
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To Be Provided Initially And As Status Changes
 - Full Address
 - Termination Date Where Applicable (MM/DD/YY)
 - Marital Status
- iv) To be Provided Annually but no later than December 1 -current complete address listing

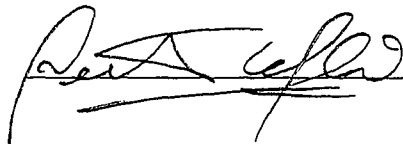
.05 The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached hereto as Schedule A.

In witness whereof that the parties have signed this 1 day
of the month of September, 2009.

For the Employer



For the Union



Memorandum of Agreement No. 2 – Job Descriptions

BETWEEN;

CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL

AND

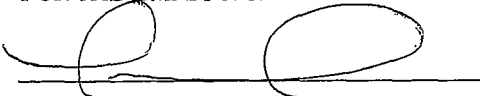
C.H.O.I.C.E.S. GROUP HOME INC., DALHOUSIE

JOB DESCRIPTIONS

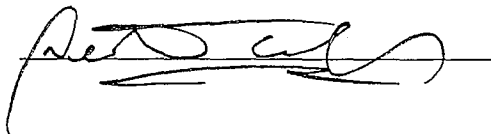
The parties agree that there will be four classifications:– Casual, Counsellor, Senior Counsellor and Program Facilitator and that within 6 months of the signing of this collective agreement, the employer and the Union will draw up job descriptions for all classifications.

In Witness Whereof the Parties have signed this 1 day of the
month of September 2009.

FOR THE EMPLOYER

A handwritten signature in dark ink, consisting of a large, stylized 'C' followed by a loop, written over a horizontal line.

FOR THE UNION

A handwritten signature in dark ink, appearing to be 'Peter' followed by a flourish, written over a horizontal line.

Memorandum of Agreement No. 3 – Program Co-ordinator – Hours of work

Between; Canadian Union of Public Employees,
Local 4680

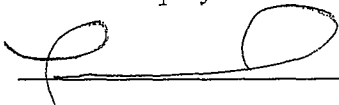
And C.H.O.I.C.E.S. Group Home Inc., Dalhousie

Program Co-ordinator- Hours of work

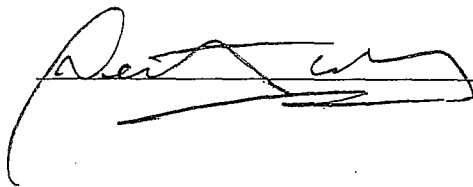
The Program Co-ordinator's hours of work are based on a flexible working hours workweek. The wage rate for the Program Co-ordinator includes recognition of time spent while on a call out (article 18.05), evening and night work (article 19.06), weekend work, occasional work performed in excess of 80 hours biweekly, work performed on a holiday, day of rest or during vacation (article 18.01 (a), and work performed on floaters (article 20.05).

In Witness Whereof the Parties have signed this 1 day of the month of September 2009.

For the Employer



For the Union



Memorandum of Agreement No. 4 – Life and Medical Plan (Blue Cross)

Between; Canadian Union of Public Employees,
Local 4680

And C.H.O.I.C.E.S. Group Home Inc., Dalhousie

Life and Medical Plan


The parties of this collective agreement have agreed to on the implementation of a **Life and Medical Plan** which will be the **Blue Cross Plan** (attached)

The employer to pay 50% of the cost and
The employee to pay remainder of 50% cost


In Witness Whereof the Parties have signed this 1 day of the month of

September 2009.

For the Employer



For the Union



SCHEDULE A

PARTICIPATION AGREEMENT

The Agreement made this 1 day of September, 2009.

BETWEEN:

C.H.O.I.C.E.S

(the "Employer")

- AND -

MULTI-SECTOR PENSION PLAN

by its Trustees
(the "Trustees")

In consideration of the Employer becoming a participating employer in the Multi-Sector Pension Plan (the "Plan") by making contributions to the Plan in accordance with the collective agreement between the **Employer and Local 4680 of the Canadian Union of Public Employees (the "Union")**, and in consideration of the Trustees making benefits available to the employees of the Employer on whose behalf contributions are being made, the parties agree as follows:

1. The Employer shall make contributions to the Plan in accordance with the terms of the collective agreement dated the 1 day of September, 2009 (the "Collective Agreement") failing which the Trustees or Union may take action to collect such amounts owing pursuant to the grievance and arbitration procedures under the Collective Agreement or in any other forum having jurisdiction to do so, including collection of interest, liquidated damages and costs in accordance with the provisions of this Participation Agreement and the Agreement and Declaration of Trust dated January 1, 2002, as amended (Declaration of Trust") which established the Plan.
2. The Employer acknowledges the right and obligation of the Trustees to administer the Fund and provide benefits in accordance with the Declaration of Trust.

3. Notwithstanding the provisions of paragraph 2 of this Participation Agreement, the financial obligations of the Employer shall in no event exceed the obligation to make contributions as set out in the Collective Agreement, together with interest, damages and costs for which the Employer may be liable relating to a delinquency in making contributions to the Plan pursuant to the Declaration of Trust.
4. The Employer has no obligation to provide the benefits established by the Plan beyond the obligation to make contributions pursuant to the Collective Agreement. In the event that at any time the Plan does not have sufficient assets to permit continued payments under the Plan, nothing contained in the Collective Agreement, Plan or this Participation Agreement or the Declaration of Trust shall be construed as obligating the Employer to make contributions other than contributions for which the Employer is obligated by the Collective Agreement. It is understood that there shall be no liability upon the Employer, Union or the Trustees to provide the benefits established by this Pension Plan if the Plan does not have sufficient assets to make such benefit payments and that the Trustees have the authority to amend benefits, if necessary or advisable.
5. The Trustees will provide to the Employer, at its request, a copy of the Declaration of Trust and of any subsequent amendments as they are made.
6. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and any additional information which may be required by the applicable legislation for an Employer located in a province other than Ontario which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the information required for each Eligible Employee is as follows:

i) To Be Provided Once Only At Plan Commencement

- Date of Hire
- Date of Birth
- Date of First Contribution
- Seniority List to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit)
- Gender

ii) To Be Provided With Each Remittance

- Name
- Social Insurance Number
- Monthly Remittance
- Pensionable Earnings
- Year to Date Contributions
- Employer portion of arrears owing due to error, or late enrolment by the Employer

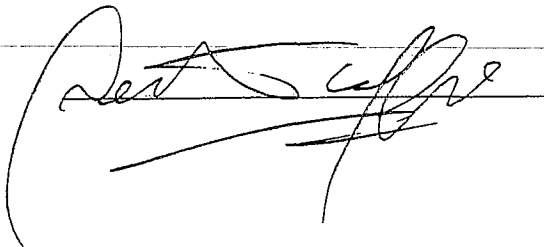
iii) To Be Provided Initially And As Status Changes

- Full Address
- Termination Date Where Applicable (MM/DD/YY)
- Marital Status

EMPLOYER:

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke, positioned above a solid horizontal line.

MULTI-SECTOR PENSION PLAN,
by its Trustees

A handwritten signature in black ink, featuring a large, stylized 'P' and several overlapping loops, positioned above a solid horizontal line.