

COLLECTIVE AGREEMENT

between

**JOBS UNLIMITED INC.
FREDERICTON, N. B.**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3471**

Expires April 30, 2018

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THIS AGREEMENT made and entered this ____ day of _____, 2014.

BETWEEN: JOBS UNLIMITED INC., Fredericton, and N.B., hereinafter referred to as the "Employer", Party of the First Part.

AND: LOCAL UNION NO. 3471, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the "Union", Party of the Second Part.

PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Union. It sets forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement. The Employer, the employees and the Union agree that the recognition of the following principles is of fundamental importance in maintaining harmonious and mutually beneficial relationships.

The employees provide support to persons with disabilities to assist them to become participating and independent workers in integrated employment situations. The employees provide the necessary support to the disabled persons to enable them to be employed or to gain job related skills.

All the parties recognize the importance of involving the person with a disability, their families and secondary employers with the Employer and the employees in the decision making process about employment opportunities and the support that is appropriate.

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union recognizes and agrees that all rights, power and authority both to operate, manage and direct the working force is rested exclusively with the Employer except as specifically abridged or modified by the express provisions of this Agreement.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees, Local 3471 as the sole and exclusive collective bargaining agent for all

its employees covered by this Agreement, save and except those excluded by the certification order issued under the New Brunswick *Industrial Relations Act* and the classifications of Program Supervisor, Manager of 6 Colour Copy and Printing and the Mail Bag, and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.

- 2.02 Work of the Bargaining Unit - Employees of Jobs Unlimited Inc. whose jobs are not in the bargaining unit, shall not work on jobs which are in the bargaining unit except for the purpose of instructing, trying innovative approaches, emergencies or when regular employees are not available to do such work, and providing the aforementioned exceptions, in themselves, do not reduce the regular hours of work or pay of any employee.
- 2.03 No Other Agreements - No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Agreement.

ARTICLE 3 - DEFINITIONS

- 3.01 (a) "Bargaining Unit" means the Bargaining Unit recognized in accordance with Article 2.01.
- (b) "Classification" means the identification of a position by reference to a class title and wage rate (e.g. Vocational Counsellor).
- (c) "Day" means an eight (8) or seven and one-half (7.5) hour working day unless otherwise stipulated in this Agreement.
- (d) "Employee", for the purpose of this Agreement, shall mean an employee employed by the Employer as defined in the *Industrial Relations Act* for the Province of New Brunswick and who is covered by this Agreement.
- (e) "Part-time employee" shall be defined as all employees presently working for the Employer and all future employees hired in compliance with the terms of the Collective Agreement who agree to work for less than thirty-seven and one-half (37.5) hours on a weekly basis.
- (f) "Permanent employee" is a person who has completed his probationary period and is employed without reference to any specific date of termination.
- (g) "Probationary employee" is a person who has worked less than the prescribed probationary period.

- (h) "Temporary employee" means a person who is employed for a certain period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work. It is agreed that should such work period extend beyond a four (4) month period, such position, at the commencement of the fifth (5th) month, shall be posted as per Article 15 of the Collective Agreement.
- (i) "Employer" means the Board of Directors of Jobs Unlimited Inc.
- (j) "Union" means Canadian Union of Public Employees, Local 3471.
- (k) "Year" means the fiscal year related to the government funding unless otherwise provided.
- (l) "Week" means a period from 00:01 hours Sunday to 24:00 hours the following Saturday inclusive.
- (m) "Vacancy" means any position or new position within the bargaining unit the Employer requires to be filled either permanent, part-time or of a temporary nature.
- (n) "Probationary Period" means a period of six hundred hours of work during which the Employer may lay off or dismiss a probationary employee without it being made a subject of grievance or arbitration process.
- (o) "Grievance" means a dispute arising out of the interpretation, application, administration or alleged violation of the terms of this Agreement.
- (p) "Layoff" means a termination of employment of an employee because of lack of work or a reduction in the hours of work.
- (q) "Notice" means notice in writing which is hand delivered or delivered by registered or certified mail.
- (r) "Overtime"
 - i) Full-time employees: All time worked by a full-time employee in excess of eight (8) hours per day or forty (40) hours per week shall be considered overtime.
 - ii) Part-time employees: All time worked by a part-time employee in excess of forty (40) hours on a weekly basis shall be considered overtime.

- iii) All work performed while on vacation, on a holiday or on an employee's days off shall be considered overtime.
- (s) "Person(s) with a disability" shall refer to the person(s) who have been accepted to receive support as clients of the Employer.
- (t) "Family or advocate" shall refer to the family or advocate of a person with a disability that may assist the employees and the Employer from time to time, in decisions affecting the person with a disability.
- (u) "Secondary employer" shall refer to the persons, agencies, corporations, companies with whom the person with a disability is employed or on a training program and who set the terms and conditions of the employment for the person with a disability (which the Employer under this Agreement has agreed to provide).
- (v) "Premises" shall refer to any or all of the leased or owned premises of the Employer, Jobs Unlimited Inc.
- (w) "Sick leave", for the purpose of this Agreement, means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- (x) "Promotion", for the purpose of this Agreement, is a change from one classification to another classification for which a higher salary is paid.
- (y) Plural or Feminine Terms May Apply: Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the contexts of the party or parties hereto so require.
- (z) "Student" means a person who is employed during the period from May 1st until September 7 of each year and who is a student at a school, college, university or other educational institution on a full-time basis, and who is intending to return to school at the end of such a period of time. They shall not be subject to the provisions of this Agreement. However, students who are enrolled in a life skills or upgrading program may be used to do work of the bargaining unit in order to gain practical experience needed in order to finish their courses at any time of the year, however these individuals shall receive no compensation for the work performed. Furthermore no students shall be used to do work of the bargaining unit at any time while employees within the bargaining unit are on layoff, unless such employees on layoff are not qualified to perform the work being done.

ARTICLE 4 - NO DISCRIMINATION

- 4.01 The parties agree that there shall be no discrimination practised or exercised with respect to any employee.

ARTICLE 5 - MAINTENANCE OF MEMBERSHIP

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

ARTICLE 6 - CHECK-OFF OF UNION DUES

- 6.01 Check-Off - The Employer shall deduct Union dues from every employee in accordance with the Union constitution and/or by-laws owed by him to the Union, commencing the first pay period following the date of the completion of the employee's probationary period.
- 6.02 Deductions shall be made from the payroll every pay period and shall be forwarded monthly to the Secretary-Treasurer or other designate of the Union, not later than the 15th day of the month following, accompanied by a list of names, classifications, hours worked, regular gross salary (excluding overtime) and the amount of deductions from each employee from whose wages the deductions have been made.
- 6.03 Acquaint New Employees - The Employer agrees to acquaint new employees with the fact that an agreement is in effect and in particular the articles dealing with the Union security and dues check-off.
- 6.04 The Employer shall indicate, on each employee's T-4 slip, the amount of dues paid by the employee during the previous year.

ARTICLE 7 - CORRESPONDENCE

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

ARTICLE 8 - LABOUR MANAGEMENT COOPERATIONS COMMITTEE

- 8.01 Establishment of Committee - The parties to this Agreement recognize the benefits, which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of an equal number of Management and Union representatives and shall prescribe its terms of reference subject to Article 8.02. Regular meetings to be held monthly or as otherwise agreed to between the parties.
- 8.02 Jurisdiction of Committee - The committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Collective Agreement.
- 8.03 Powers of Committee - The committee shall not supersede the activities of any other committee of the Union and the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

ARTICLE 9 - BARGAINING COMMITTEE

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

ARTICLE 10 - GRIEVANCE PROCEDURE

- 10.01 Prompt Procedure - In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union stewards to assist any employee in preparing and presenting his grievance in accordance with the grievance procedure.
- 10.02 Shop Steward - The Employer acknowledges the right of the Union to appoint or elect shop stewards.
- 10.03 Name of Steward - The Union shall notify the Employer in writing of the name of the steward(s) before the Employer shall be required to recognize him.
- 10.04 Processing Grievances - Shop stewards shall suffer no loss in pay for the time spent processing grievances or attending meetings with the Employer's

representative or while attending arbitration hearings. It shall be understood that whenever and wherever possible, grievance procedures shall be dealt with outside of working hours.

- 10.05 Permission to Leave Work - It is agreed that shop stewards will not absent themselves from their work location for the purpose of handling grievances without first obtaining permission of the shop steward's supervisor and that permission will not be unreasonably withheld providing justification is provided as to why it must take place during working hours. The shop steward must report to the Employer when returning to work.
- 10.06 Settling of Grievances - It is understood that any employee who has a potential grievance shall first discuss the potential grievance with the immediate supervisor and afford such supervisor an opportunity to settle the potential grievance. Failing such settlement, the employee, accompanied by his steward, shall be entitled to initiate the following steps:
- STEP 1: Where the matter has not been resolved through discussion as in Article 10.06 above, then within fifteen (15) working days from the time the incident occurred giving rise to the grievance, or discussion in accordance with 10.06 has failed, the employee, together with his steward, may present a grievance to the Executive Director, in writing. The Employer representative shall render his decision, in writing, within ten (10) working days from the receipt of the grievance.
- STEP 2: Failing satisfactory settlement within ten (10) working days after receipt of the Employer's decision under Step 1, the grievance shall be submitted to Step 2 of the grievance procedure. The Employer's representative at Step 2 shall render his decision, in writing, within ten (10) working days from the receipt of the grievance.
- STEP 3: Failing satisfactory settlement under Step 2, the Union may, within thirty (30) working days of receiving the decision as outlined in Step 2, refer the dispute to arbitration as provided for in Article 11.
- 10.07 Time Limits - Notwithstanding any other provision except Article 11.07, time limits fixed by this article shall be considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this article, then the grievance shall be deemed to be upheld and the redress sought implemented.
- 10.08 Policy Grievance - Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and shall commence at Step 2.
- 10.09 Replies in Writing - Replies to grievances stating reason shall be in writing at all steps.

- 10.10 Facilities for Grievance Meetings - The Employer shall supply the necessary facilities for the grievance meetings.
- 10.11 Mutually Agreed Changes - Any mutually agreed changes to this Collective Agreement shall form part of this Collective Agreement and are subject to the grievance and arbitration procedure.
- 10.12 Technical Objection to Grievances - No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical, or similar technical error.
- 10.13 Suspension or Dismissal Arbitral - Where an employee grieves against a suspension which is subsequently changed to dismissal, then any arbitrator appointed to deal with the grievance shall have the jurisdiction to deal with the merits of the suspension or dismissal.

ARTICLE 11 - ARBITRATION

- 11.01 Notification of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement. The request shall include a suggested name to act as sole arbitrator in the dispute.
- 11.02 Failure to Agree - If the parties fail to agree on an acceptable arbitrator, the Minister of Labour shall appoint an arbitrator upon the request of either party.
- 11.03 Arbitration - The arbitrator shall determine his own procedure, but shall give full opportunity to all parties to present evidence and make representations. In his deliberations, the arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. He shall hear and determine the difference or allegation and render a decision.
- 11.04 Decision of the Arbitrator - The decision of the arbitrator shall be final, binding and enforceable on all parties and may not be changed. The arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the arbitrator shall have the power to dispose of a grievance by any arrangement, which he deems just and equitable.
- 11.05 Disagreement on Decision - Should the parties disagree as to the meaning of the decision, either party may apply to the arbitrator to clarify the decision.
- 11.06 Expenses of the Arbitrator - Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

11.07 Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedures may be extended by mutual agreement between the parties.

11.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties may require the attendance of any employee concerned as a witness which attendance will be compulsory upon request of either party. Employees appearing as witnesses shall be considered on paid leave with no loss of wages or benefits.

ARTICLE 12 - NO STRIKES OR LOCKOUTS

12.01 No Strikes or Lockouts - There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 13 - DISCIPLINE, SUSPENSION, AND DISCHARGE

13.01 (a) (1) An employee will be considered on probation and will not be subject to the seniority provisions of the Agreement, nor shall his name be placed on the seniority list until such time as he has completed six hundred (600) hours of work with the Employer, provided that the Employer, in its discretion, may extend the probationary period up to an additional two hundred (200) hour period. Any additional extension of the probationary period above and beyond the original 200 hour extension, shall only be granted with mutual agreement of both the Union and the Employer. It is expressly understood, however, that the extension of the probationary period is not subject to the grievance procedure. The Union will be advised of any extension of the probationary period provided for in this provision. The termination of a probationary employee for reasons of unsuitability or incompetence as assessed by the Employer, is not subject to the grievance or arbitration procedure.

(2) It is also agreed between the parties that newly hired employees during their probationary period shall not be entitled to:

- (a) Non statutory holiday pay;
- (b) Bereavement leave, unless approved by the Employer;
- (c) Shall accumulate sick leave credits as per Article 21 of this Agreement, however shall not be entitled to use such credits until the completion of their probationary period.

- (b) If an employee has his probationary period extended beyond his initial six hundred (600) hours of employment, such employee shall be notified in writing prior to such extension, stating the reasons for the extension. If such employee does not receive such a notice in writing, he shall be considered permanent.
- 13.02 No employee covered by this Agreement shall be disciplined in any manner, demoted, suspended with or without pay or discharged except for just cause.
- 13.03 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 work up to a required standard by a given date, the Employer shall, within seven (7) 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, it shall be done in the presence of a steward or a Union officer in private.
- 13.04 Discharge and Suspension Procedure - An employee may be suspended or discharged, but only for just cause. When an employee is suspended or discharged, he shall be given the reason in the presence of a steward. Such employee and the Union shall be advised promptly, in writing by the Employer, of the reason for such suspension or discharge.
- 13.05 May Omit Grievance Steps - An employee, considered by the Local to be wrongfully or unjustly suspended or discharged, shall be entitled to a hearing under Article 10, Grievance Procedure and Step 1 of the Grievance Procedure shall be omitted in such case.
- 13.06 Unjust Suspension and Discharge - Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without any loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator, if the matter is referred to same.
- 13.07 Employee File - Upon request and during normal office hours, at a time convenient to both the employee and management, an employee shall be given an opportunity to read and make a copy of any document in his personal file at no cost to the employee.
- 13.08 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of eighteen (18) months.

- 13.09 A suspension, without pay, shall be for a specified period of time not exceeding ten (10) working days.

ARTICLE 14 - SENIORITY

- 14.01 Subject to Article 14.03 seniority is defined as the length of service with the Employer excluding overtime. Seniority shall be the directing factor when any decision is made with regard to work of the bargaining unit providing that the employee concerned has the necessary qualifications including skills, ability, experience, training and the perceived ability to relate to a person with a disability to perform the required work. Determination of qualifications shall be made by the Employer. Determination of qualifications shall not be made in a manner that is arbitrary, discriminatory or in bad faith.
- 14.02 Seniority List - The Employer shall maintain a seniority list showing the classification of each employee, the date upon which each employee's service commenced and the employee's total seniority. An up-to-date seniority list shall be sent to the Union and posted on the bulletin board(s) by January 1, May 1 and September 1 of each year. These posted seniority lists shall be used by the Employer to schedule and/or call in part-time employees.
- 14.03 Loss of Seniority - An employee shall not lose seniority rights if he is absent from work because of sickness, accident, layoff, leave of absence for Union business, or leave of absence approved by the Employer. An employee shall only lose his seniority in the event:
- (a) He is discharged for just cause and is not reinstated.
 - (b) He resigns.
 - (c) He is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
 - (d) He fails to return to work within seven (7) calendar days following a layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address.
 - (e) He is laid off for a period of longer than eighteen (18) months.
- 14.04 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his consent. If an employee is transferred to a position outside the bargaining unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority.

If such an employee later returns to the bargaining unit, he shall be placed in a job consistent with his seniority. Such return shall not result in layoff or bumping of an employee holding greater seniority.

- 14.05 Retention of Seniority Rights - Should the Employer merge, amalgamate, or combine any of its operations or functions with another employer, the Employer agrees to the retention of seniority rights for all employees with the new employer.

ARTICLE 15 - VACANCIES, PROMOTIONS, AND STAFF CHANGES

- 15.01 When a **full time (37.5 hours per week)** vacancy **occurs** within the bargaining unit **the Employer** shall post a notice of the position in an accessible place in the Employer's premises for a period of seven (7) calendar days and each employee will be provided a copy of such posting at the beginning of the seven (7) calendar day posting period. Where the position is of duration of less than four (4) months, such posting will not be required. Copies of all postings are to be supplied to the Union President. **The Employer will endeavour to offer all additional hours to existing employees, by seniority, until they have reached maximum hours (37.5 hours per week), provided there are no client compatibility issues or conflicts operationally.**
- 15.02 Information on Postings - For the vacancies or new positions inside or outside the bargaining unit, such notices shall contain the following information: title of position, duties, qualifications, wage or salary rate and the hours of work. Qualifications to be established by the Employer pursuant to Article 14.01. These qualifications may not be established in an arbitrary or discriminatory manner.
- 15.03 When a vacancy to be filled occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, the position shall be filled from the seniority list consistent with Article 14.01. If the position is not filled the Employer may advertise to fill the position from outside the bargaining unit.
- 15.04 Notification of Successful Applicant - Within seven (7) working days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each applicant with a copy to the Union President.
- 15.05 Trial Period for Employees who Have Completed the Probationary Period - The successful applicant shall be placed on trial period of three (3) months or 520 regular working hours. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months or 520 hours. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period or if the employee finds himself unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority and former wages or salary. Any other employee promoted

or transferred because of the rearrangement of positions, shall also be returned to his former position without loss of seniority and former wages or salary.

- 15.06 Union Notification - The Employer shall send a letter to the Recording Secretary of the Union advising of all appointments, hiring, layoffs, transfers, recalls and terminations of employment of all employees covered by this Agreement, monthly.
- 15.07 When an employee who has become incapacitated by a handicap, an illness, advancing years or temporary disability is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity or age. The Employer shall not displace any other employee, except a probationary employee, from his position in order to effect this relocation.
- 15.08 Before any new employee is hired into the Bargaining Unit, the Employer will attempt to provide full-time employment to present part-time employees prior to hiring of additional staff.

ARTICLE 16 - LAYOFFS AND RECALLS

- 16.01 In the event that a reduction of the work force is necessary, the Employer will make every effort to lay off employees in the reverse order of seniority as defined by this Agreement, providing always that the employees who remain have the skill and ability to do the required work.
- 16.02 When recalling employees after layoff, those last laid-off will be first to be recalled provided the employee is qualified to do the work that is available.
- 16.03 Subject to Article 14.03 (e), the Employer agrees to recall employees on layoff provided they are qualified to do the work, which is available before new employees are hired.
- 16.04 Notice of Layoff - The Employer shall notify employees who are to be laid off two (2) weeks before the layoff is to be effective. If the employee has not had the opportunity to work his usual number of days after notice of layoff, he shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns his position, he shall give the Employer two (2) weeks notice of such resignation in writing, if possible.
- 16.05 Grievances on Layoffs - Grievances concerning layoffs due to a reduction in the work force shall be initiated at Step 2 of the grievance procedure.

ARTICLE 17 - HOURS OF WORK

17.01 (a) **Full-time employees** – The hours of work and the work schedules shall be determined by the Employer to suit the operational requirements of Jobs Unlimited Inc. and its clients. The normal workweek shall consist of between thirty-seven and one-half (37.5) and forty (40) hours per week, five (5) days at between seven and one-half (7.5) and eight (8) hours per day.

(b) Part-time employees - The hours of work and the work schedules shall be determined by the Employer to suit the operational requirements of Jobs Unlimited Inc. and its clients. The normal workweek hours shall be distributed by compatibility of the client, seniority and classification.

(c) All part-time employees shall be placed on a seniority list as per article 14.02 and scheduled for predictable work and/or called for work available in accordance with article 17.01 (b).

17.02 Meal Periods - Meal periods may vary depending on the circumstances around the secondary employer, the person(s) with a disability and other factors. All employees shall be entitled to a one-half (½) hour lunch period. Employees who are required to provide support to a person with a disability during meal periods shall have their one-half hour lunch period included in their eight (8) or seven and one-half (7.5) hour working day.

17.03 Break Periods - All employees shall be entitled to take two (2) fifteen-minute breaks, one in the morning and one in the afternoon, without loss of pay. Employees shall maintain supervision and provide support to persons with a disability during these break periods.

ARTICLE 18 - OVERTIME

18.01 Approval of Overtime - All overtime must be authorized in advance by the Employer.

18.02 Normal Overtime Rate -

(a) The normal overtime rate shall be either pay or time off, at the rate of time and one-half (1½).

(b) Instead of the cash payment of overtime, an employee may choose to receive time off at the appropriate overtime rate at a date to be mutually agreed between the employee and the supervisor.

- 18.03 No Layoff to Compensate for Overtime - Employees shall not be required to lay off during regular hours to equalize any overtime worked.
- 18.04 Overtime for Part-Time Employees - Part-time employees working more than forty (40) hours per week, shall be entitled to compensation as in 18.02.
- 18.05 Sharing of Overtime - Where feasible, overtime and call back time shall be divided equally among the employees who are willing to perform the work that is available.
- 18.06 Minimum Call Back Time - An employee, who is called in and required to work outside his regular working hours, shall be paid for a minimum of three (3) hours at the overtime rate.

ARTICLE 19 - HOLIDAYS

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

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

- 19.02 If a holiday falls on an employee's scheduled day off, he shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he shall be paid at time and one-half (1½) the regular rate for all hours worked in addition to his regular holiday pay.
- 19.03 Employees shall receive either December 24th or December 31st off with pay. Where these days fall on an employee's scheduled day off, he/she shall be given an alternate day off with pay.

ARTICLE 20 - VACATIONS

- 20.01 (a) Length of Vacation - Every employee shall earn vacation credits based on the following calculation:

(1) Less than one (1) year, shall accumulate vacation with pay scheduled on the basis of 5/6th of a day per month of continuous service completed to the final day of the vacation year;

(2) One (1) year, but less than five (5) years, shall accumulate vacation of two (2) weeks with pay at his regular rate;

(3) Five (5) years, but less than ten (10) years, shall accumulate vacation of three (3) weeks with pay at his regular rate.

(4) Ten (10) years or more, shall accumulate vacation of four (4) weeks with pay at his regular rate.

(5) New employees will have the option of receiving their vacation in the first year of employment and have two (2) weeks' pay held by the Employer, or take the first year's vacation credits in the second year of employment and not have the wages held back for the two-week period. Such decision shall be made upon being employed.

(b) Unpaid vacation shall only be granted to those employees who do not have the available vacation credits in their bank and the same day has not been requested by an employee who does have the available vacation credits in his/her bank, unless operational requirements allow management to grant both employees their request.

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

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

20.04 Vacation Schedules - Vacations shall be scheduled at a time authorized by the Employer to suit the operational requirements of Jobs Unlimited Inc. The scheduling of vacation must take into account the needs of the person with a disability, their families, secondary employers and the other support services being provided to the clients of Jobs Unlimited Inc. Notwithstanding the above, the Employer will make every effort to grant vacations at the time requested by the employees. Should more than one employee require the same vacation time, such vacation shall be granted according to seniority. The Employer shall post, no later than April 1st of each year, a list on which employees will indicate their choice of vacation. After April 30th vacation shall be scheduled on a first come first served basis. The approved vacation list shall be posted no later than May 31st and shall not be changed unless mutually agreed.

20.05 Calculation of Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the employee's vacation period. Employees will receive their vacation pay

dated to cash on receipt of same, providing the Management is given fifteen (15) days notice.

20.06 Vacation Year - The vacation year shall be from January 1st to December 31st.

20.07 An employee hospitalized or sick at home for two (2) consecutive days or more during his vacation period will qualify for use of sick leave credits upon presentation of a doctor's certificate, providing Management is notified during the illness. The portion of his vacation, while the employee was hospitalized or sick, shall be rescheduled later.

ARTICLE 21 - SICK LEAVE PROVISIONS

21.01 Amount of Sick Leave

Employees shall accumulate sick leave credits at the rate of five-sixth (5/6th) of a workday per month for each calendar month of employment up to a maximum credit of **eighty-five (85)** working days (twenty-five (25) working days to be held for usage in the event of a critical illness and **sixty (60)** working days for regular sick leave). Any employee presently having in excess of **eighty-five (85)** working days shall have twenty-five (25) working days held for critical illness and will not accumulate any additional sick leave, until such time as they have gone below **sixty (60)** working days. Critical illness shall be defined as outlined in the Letter of Agreement between the Employer and the Union in this Collective Agreement.

21.02 Deduction from Sick Leave - A deduction shall be made from the employee's sick leave credits for each regular working hour exclusive of holidays that the employee is absent on sick leave as defined in Article 21.01.

21.03 Report of Illness - In any case of absence due to sickness or accident, the matter must be reported as soon as possible to management. The Employer reserves the right to require a doctor's certificate where the employee is absent from work for more than three (3) consecutive working days.

21.04 Sick Leave During Leave of Absence - When an employee is given a leave of absence without pay for any reason or is laid off on account of lack of work, the employee shall maintain any sick leave credits if any existing at the time of such leave or lay-off, upon his return to work.

21.05 Sick Leave Records - A record of all unused sick leave will be kept by the Employer. All employees will be advised on application of the amount of sick leave accrued to their credit.

21.06 The absence of any employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

21.07 Family Responsibility Leave

Family responsibility leave shall be available for employees to meet responsibilities related to the health care or education of a person in the following family relationship with the employee: parent, grandparent, spouse, sibling, child, mother-in-law, grandchild, step-parents or step-child or other relatives living in the household of the employee. Employees will be allowed up to **eight (8)** paid days in each year of this Agreement for family responsibility leave. There is to be no carry-over. It is understood that the family responsibility leave day(s) shall only be provided if available by way of deduction from an employee's accumulated sick leave.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Business

- (a) Leave of absence, without pay, shall be granted by the Employer upon request to employees elected or appointed to represent the Union.
- (b) The Employer shall maintain full salary and benefits of the employee during a leave of absence in accordance with Article 22.01 (a). The Union shall then reimburse the Employer. Application for such leave shall be made two (2) weeks in advance whenever possible.
- (c) Up to three (3) employees who are appointed to the Union's bargaining committee shall be granted leave with pay if such bargaining for a Collective Agreement takes place during normal working hours.

22.02 Bereavement Leave

- (a) An employee shall be entitled to bereavement leave up to a maximum of five (5) working days without loss of salary in the event of the death of a parent, grandparent, spouse, sibling, child, mother-in-law or father-in-law, live-in-partner, grandchild, step-parents or step-children. Such leave shall terminate no later than two (2) calendar days after the funeral.
- (b) An employee shall be entitled to one (1) day bereavement leave without loss of salary in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, spouse's grandparents or other relative living in the

household of the employee. Such leave shall be granted only when the funeral falls on an employee's regular workday.

- (c) Pallbearer - An employee shall be entitled to one-half (½) day's leave plus reasonable travelling time at his regular rate of pay to attend a funeral as a pallbearer.

22.03 Jury Duty or Witness - The Employer shall grant leave of absence from work to an employee who:

- (a) is required to serve on a jury; or
- (b) is subpoenaed as a witness before a court of justice, a coroner's inquest or a court of inquiry.

Such employee shall be paid the difference between his regular pay and the amount received as a juror or as a witness excluding travel, meals and other expenses upon presentation of a certificate of attendance for jury and witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

22.04 Maternity Leave - Notwithstanding the provisions of the *Employment Standards Act* with respect to maternity leave, the parties agree that the following provisions shall apply:

- (a) An employee shall notify her Employer at least three (3) months prior to the expected delivery date.
- (b) Benefit premiums shall be paid by the Employer on behalf of the employee during the period of non-paid maternity leave. Following return to work, the employee will reimburse the Employer for the benefit premiums paid on her behalf in accordance with the cost-sharing proportions.
- (c) An employee shall not accumulate vacation or sick leave credits or pensionable service while on leave without pay for maternity leave but shall accumulate seniority for such leave. Such employee may, on returning to work, purchase such leave time as pensionable service allowed under the Pension Plan regulation. At least twenty (20) working days prior to the scheduled date of return to work, the employee shall notify the Employer of her intention with regards to her return to work.

22.05 Adoption Leave

- (a) The provisions of the *Employment Standards Act* shall apply.

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

22.06 Paternity Leave

The provisions of the Employment Standards Act shall apply. An employee shall be entitled to five (5) days leave without pay and one (1) day leave with pay for the birth of his child. Such leave shall be taken within a reasonable time surrounding the birth of this child.

22.07 General Leave - The Employer may at its sole discretion grant a leave of absence without pay and without loss of seniority, to any employee requesting such leave for good and sufficient cause. The decision of the Employer shall not be subject to a grievance by the Union. Where such leave is granted, the Employer agrees to inform the Union of such leave and the amount of leave so granted and to whom the leave was granted.

22.08 Inclement Weather -

- (a) Any employee, who having made every reasonable effort to report for duty during the course of a storm and has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated overtime or vacation.
- (b) For the health and safety of employees and clients, the Employer will use reasonable discretion when requiring employees to travel with clients during the course of inclement weather.
- (c) **Any employee, who has arrived at their assigned workplace and find it has closed due to inclement weather or any other reason, the employee shall notify Jobs Unlimited for direction. Should the employee be instructed to go home, they shall have no loss of pay for any hours remaining in the shift.**

22.09 Educational Leave

- (a) Leave of absence, with pay and without loss of seniority, shall be granted to allow employees time to write examinations to improve qualifications in the service.

- (b) A leave of absence, without pay and without loss of seniority, shall be granted to allow employees time to upgrade their education in order to provide better service to the Employer and its clients, as approved by the Executive Director and shall not be unreasonably requested or denied.
- 22.10 In any case of absence from work other than absence due to sickness or accident must be reported as soon as possible to management or in their absence, their immediate supervisor.
- 22.11 Employees who have fifteen (15) years of service or more shall be entitled to one (1) day paid leave per year in addition to other leaves. Such leave may be taken at a time mutually agreed to by the employee and the Employer.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

23.01 Pay Days

- (a) The Employer shall pay salaries via direct deposit in accordance with Schedule "A" attached hereto and forming part of this Agreement. Such payday shall be every other Thursday and each employee shall be provided with an itemized statement of his wages and deductions.
- (b) When the regular payday falls on a holiday, the pay day shall be the last banking day prior to such holiday.

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

23.03 Part-time Employees - Regular part-time employees shall receive the wage rates, conditions of employment, and benefits specified in the Agreement on a prorated basis according to their hours of work and shall be subject to the terms and conditions of the policy referenced in Article 24.01.

23.04 Travel Expenses

- (a) All employees required using their vehicle to transport clients and/or items associated with any Jobs Unlimited Inc. program, shall be reimbursed, **thirty-six cents (\$0.36)** per kilometre.
- (b) Employees who may be required to use their personal vehicles for transporting clients and/or items associated with Jobs Unlimited Inc. will be required to maintain such insurance coverage as determined by the Employer.

- (c) It is agreed by the Employer that employees who provide their completed monthly expense forms for travel by the first working day of the month following the month the expenses were incurred shall receive their expense payments within a one week period. Employees who fail to complete such forms by the first working day of the following month may not receive their payments until the following month, unless such employee was absent due to sickness.

23.05 Educational Allowance - The Employer will cover the cost of all mandatory courses. It is recognized that there are instances where it is reasonable for the employee to pay part of the cost of non-mandatory courses. Employer contribution to courses taken by the employee will only be made to those, which are successfully completed.

23.06 Shortage in Pay - Any shortage in pay greater than \$10 shall be issued by the Employer within three (3) days of notification of the shortage, if requested by the employee. Any shortage less than \$10 shall be corrected the following payday.

ARTICLE 24 - MEDICAL PLAN

24.01 The Employer shall pay 75% of the cost of premiums of Blue Cross Plan 458171-6 or any equivalent plan that may be introduced by the Employer for all employees. Enrolment in the plan is a condition of employment for all new qualifying employees hired after the signing of this Agreement unless the employee provides proof of coverage through an alternative plan.

24.02 Within 3 months of the signing of this Collective Agreement, the parties agree to establish a joint committee to study medical and dental plans, life insurance, savings plan and pension plan. In the event any of the above mentioned plans are mutually agreed upon, such plan shall be implemented within 90 days of the mutual agreement.

24.03 When an employee is temporarily absent from work without pay regardless of the reason the coverage will be terminated after a period of three (3) months. If an employee wishes to maintain the coverage beyond the three (3) month period, such employee agrees to pay one hundred percent (100%) of the premiums.

ARTICLE 25 - JOB CLASSIFICATION

25.01 (a) The Employer agrees to draw up job descriptions for all classifications for which the Union is bargaining agent within sixty (60) days of the signing of this Agreement. These descriptions shall be presented to the Union and shall become the recognized job descriptions.

- (b) Where there is a change in the job description of a classification during the term of this Agreement, the rate of pay shall be subject to negotiation between the Employer and the Union but all other terms of the Agreement shall apply. The Employer shall notify the Union in advance of any change in the job descriptions for classifications covered by the Agreement. In the event no agreement can be reached between the Employer and the Union, the parties agree to submit the issue of wage rates to arbitration whose decision will be final and binding. The rate established by the arbitration shall become retroactive to the time the change in the job description was made.

- 25.02 Employees who presently are making greater wage rates than have been negotiated in this Agreement for their respective classification or pay level, will suffer no reduction in their present pay rate. However, they shall receive no increase until the pay level in this Agreement reaches or becomes greater than the level of pay such employees are receiving.
- 25.03 Employees temporarily assigned to a higher paid classification for a period greater than three (3) consecutive working days shall receive the rate of pay for the higher classification from the first day. Example: Co-Worker temporarily promoted to Vocational Counsellor will receive the rate of pay of the Vocational Counsellor position.
- 25.04 An employee temporarily assigned to do the work of a lower classification shall receive no reduction in pay. Example: Vocational Counsellor required to do the work of a Co-Worker would still continue to receive the pay of Vocational Counsellor.

ARTICLE 26 - SAFETY AND HEALTH

- 26.01 Both parties agree that the N.B. *Occupational Health and Safety Act* shall apply to this Agreement. **Health and Safety meetings shall occur no less than eight (8) times a year. The amount of clients to staff ratio will be the priority discussion.**
- 26.02 **The Employer recognizes the health and safety of both the staff and the clients, and shall provide up to six (6) handicap parking passes, in order to assist off site work with the clients.**
- 26.03 **The Employer endeavours to keep an updated list of all allergies, medications and any other pertinent information on each client, in an accessible place for employees to access. The union recognizes that information will be updated as it is known and received.**

ARTICLE 27 - CONTRACTING OUT

27.01 The Employer shall have the right to contract out services which may cause the layoff of employees.

ARTICLE 28 - GENERAL CONDITIONS

28.01 Bulletin Boards - The Employer shall provide a bulletin board at all work outlets of Jobs Unlimited Inc. for Union purposes.

28.02 The Employer agrees to keep the Union and its employees aware of the Employer's policies and procedures and to advise each party of any changes on a regular basis.

28.03 The Employer agrees to have non-action waiver forms signed by parents, guardians or people acting in loco-parentis of clients who may have to be provided with medication by employees covered by this Agreement. The Union will be provided with a copy of such waiver forms, as soon as possible after signing of same.

28.04 The Employer agrees to have regular meetings to discuss client's problems and progress.

28.05 Where possible and within budget constraints, employees will be given an opportunity to attend workshops and educational seminars to increase their qualifications. **The Employer shall post notice for all employees to identify non-mandatory workshops or educational seminars of interest. In order to ensure that as many educational sessions can occur and to keep costs at a minimum, the union acknowledges some courses may be given outside of working hours, at no additional cost to the Employer.**

ARTICLE 29 - COPIES OF AGREEMENT

29.01 The Employer and the Union agree to share equally in the cost of providing printed copies of the Agreement to all members of the bargaining unit.

29.02 The Employer will provide a copy of the collective agreement to all new hires.


ARTICLE 30 - TERM OF THE AGREEMENT

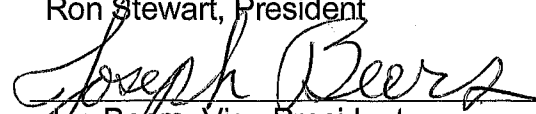
- 30.01 Term of Agreement - This Agreement shall be binding and remain in effect from **May 1, 2014 to April 30, 2018** and thereafter, shall continue in force from year to year unless either party gives to the other party notice in writing two (2) months prior to termination of this Agreement or any succeeding year of either party's desire to negotiate a new agreement or amend the existing Agreement.
- 30.02 Notice of Changes - Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and sixty (60) days prior to the termination date, give notice in writing to the other party of their desire to bargain within ten (10) working days of receipt of such notice by one party. The other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new agreement.
- 30.03 Agreement to Continue in Force - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon, shall, unless otherwise specified, apply retroactively to that date.
- 30.04 Successor's Rights - This Agreement shall be binding not only on the parties hereto, but also upon their successors or assigns. In the event that the Employer changes during the life of this Agreement, the present Employer agrees to make such necessary arrangements with the new employer that will guarantee the continuation of the terms of this Agreement until a new agreement with the new employer can be negotiated.

IN WITNESS WHEREOF, the parties have signed this 25 day of July, 2014.

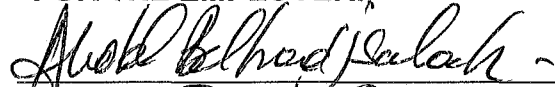
FOR THE UNION:


 Kim McCaffrey, CUPE Representative


 Ron Stewart, President


 Joe Beers, Vice-President

FOR THE EMPLOYER:


 Abdel Belhadjsalah, Executive Director


 Cameron Gunn, Chairman of the Board


 Val Desjardins, Finance Committee Member

SCHEDULE "A"**WAGES**

		3.0%	3.0%	3.0%	3.0%
Classification	April 30, 2014	May 1, 2014	May 1, 2015	May 1, 2016	May 1, 2017
Vocational Counselor	\$16.23	\$16.72	\$17.22	\$17.73	\$18.27
Co-worker	\$13.02	\$13.41	\$13.81	\$14.23	\$14.65
Press Person 2	\$16.19	\$16.68	\$17.18	\$17.69	\$18.22
Press Person 1	\$15.35	\$15.81	\$16.28	\$17.69	\$18.22
Supervisor Mailbag, York Street Courier, Jobs Unlimited	\$16.23	\$16.72	\$17.22	\$17.73	\$18.27
6 Color Copy Supervisor	\$16.73	\$17.23	\$17.75	\$18.28	\$18.83

The starting rate shall be 90% of the Schedule A and will be in effect for the first one thousand nine hundred and fifty hours (1,950). However, the Employer may at its discretion not apply the starting rate and pay the employee the regular rate of pay as if the employee had completed his/her initial one thousand nine hundred and fifty hours (1,950).

All retroactive pay shall be paid within 60 days of the signing of this collective agreement.

LETTER OF AGREEMENT

Between

CUPE Local 3471

And

Jobs Unlimited Inc.

Definition of Critical Illness

The Union and Employer agree that the definition of Critical Illness, for the purposes of Article 21.01, shall be defined as an illness or injury of the employee. The illness or injury is or has potential to be life threatening; such as but not limited to Cancer, Heart Attack and Stroke. Such leave shall be validated by the attending medical practitioner or specialist.

FOR THE UNION:



Kim McCaffrey, CUPE Representative

FOR THE EMPLOYER:



Abdel Belhadjsalah, Executive Director