

Collective Agreement

between

NB Community Residences, Inc. Fredericton
(Hereinafter known as the "Employer")

and

CUPE, Local 4876
(Hereinafter known as the "Union")

Effective: April 1, 2014 to March 31, 2017

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THIS COLLECTIVE AGREEMENT made and entered this 13 day of Aug, 2014.

BETWEEN: NEW BRUNSWICK COMMUNITY RESIDENCES, INC., Fredericton, N. B., hereinafter referred to as the "Employer", Party of the First Part.

AND: LOCAL UNION NO. 4876, CANADIAN UNION OF PUBLIC EMPLOYEES, hereinafter referred to as the "Union", Party of the Second Part.

PREAMBLE:

This Collective Agreement ("Agreement") is entered into by the parties in order to provide for orderly and harmonious relations between the Employer, the Union and the employees covered by this Agreement, to record terms and conditions of employment that have resulted from collective bargaining, and to provide a method of settling grievances or differences which may arise with respect to matters covered by this Agreement. It is the desire of both parties that the mission, vision and values of the New Brunswick Community Residences, Inc., are reflected in this Agreement. Both parties understand and agree to the importance of the mission, vision, and values of the New Brunswick Community Residences, Inc. and its mandate.

The mission of the New Brunswick Community Residences, Inc., is to provide quality non-profit housing services and associated programs to persons who have mental health problems including those with severe and persistent mental illness.

The vision of the New Brunswick Community Residences, Inc., is to be recognized and respected as a progressive organization dedicated to the care and betterment of persons who have mental health problems including those with severe and persistent mental illness.

The mission and vision of the New Brunswick Community Residences, Inc., are based on our understanding of the rights of persons with mental health problems and our values in relation to their:

- Normalization
- Independent Living
- Development of Positive Life Skills
- Autonomous Life Style
- Mutual Respect
- Collaborative Partnership
- The Right to Self Determination
- Confidentiality
- Quality Programming and Services
- Facilitating Access to Community Resources
- Education of the Public
- Advocacy

In this spirit, the parties hereby agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

- 1.01 The Union agrees and recognizes that it is the sole and exclusive right of the Employer to manage the business and direct the working forces and recognizes that all of the functions, rights, powers, authority, etc. which are not specifically abridged, delegated or modified by this Agreement are retained by the Employer.
- 1.02 Without limiting the generality of the preceding, it is agreed that the Employer maintains its rights that have not been abridged, delegated or modified, such as the rights:
- (a) to hire and transfer employees according to the requirements of the services; to dismiss, discipline, classify, demote for just reason, and to promote employees;
 - (b) to judge employees' competence;
 - (c) to determine the number of employees and their tasks as occasionally required for the provision of an adequate public service;
 - (d) to maintain order, discipline and effectiveness;
 - (e) to determine schedules, methods, order and place of activities; and
 - (f) to make or alter rules, policies, and regulations that in its sole discretion are deemed necessary for the safe, continuous, effective or efficient operation and those individuals entrusted to its care.

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

- 2.01 Bargaining Unit - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees to whom New Brunswick Labour and Employment Board Order Number IR-004-08, made on May 20, 2008. The Parties also agree that the following are excluded from the bargaining unit:
- (a) Students on work placement; and
 - (b) Grant employees;
- 2.02 The hiring of students or grant employees will not result in the layoff of a member of the bargaining unit and will not result in a reduction in the available hours of work to the bargaining unit.
- 2.03 No Other Agreements - No Employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Agreement.

ARTICLE 3 – DEFINITIONS

- 3.01 "Employee", for the purpose of the Agreement, shall mean an employee employed by the Employer as defined in the Industrial Relations Act for the Province of New Brunswick and that is covered by this Agreement as specified in Article 2.01.

3.02 Employees, irrespective of classification, may be subdivided into the following categories:

- (a) Full-time Employee shall mean, for the purpose of this Agreement, an Employee who is hired by the Employer as a Full-time Employee **regularly scheduled to work sixty-four (64) or more every two weeks, on an average, over a four (4) week period** and is expected to work regularly scheduled shifts as scheduled by the Employer that stay the same each schedule, subject to Article 17 – Hours of Work.
- (b) Part-time Employee shall mean, for the purpose of this Agreement, an Employee who is hired as a Part-time Employee **works less than sixty-four (64) hours every two (2) weeks, on average, over a four (4) week period** as scheduled by the Employer that include regularly scheduled shifts that are intended to stay the same each schedule (to the extent the hours and shifts are available due to staffing requirements) and also include irregular hours on an as needed basis, subject to Article 17 – Hours of Work.
- (c) Casual Employees shall mean, for the purpose of this Agreement, an Employee who is hired by the Employer as a Casual Employee and works irregular hours and on an as needed basis, subject to Article 17 – Hours of Work.

3.03 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 as provided under Article 21.

3.04 Promotions, for the purpose of this Agreement, are a change from one classification to another classification, a change from Part-time Employee to Full-time Employee status, a change from Casual Employee to Part-time Employee status, or a change from Casual Employee to Full-time Employee status.

3.05 Seniority is defined in Article 14. A year of seniority is defined as 2080 hours of seniority.

3.06 A day for purpose of calculating time limits under this Agreement shall be a calendar day unless specified otherwise.

3.07 Grievance, for the purpose of this Agreement, shall be defined as an alleged violation of a specific article or section of this Agreement.

3.08 Plural or Feminine Terms May Apply: Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

3.09 The length of a day is the Employee's scheduled shift for that day.

ARTICLE 4 – NO DISCRIMINATION

4.01 Employer Shall Not Discriminate - There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee contrary to the *Human Rights Act* and *Industrial Relations Act* of New Brunswick.

ARTICLE 5 – UNION MEMBERSHIP

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

ARTICLE 6 – CHECK OFF

- 6.01 Check-Off - The Employer agrees to deduct a uniform amount of Union dues set by the Union from the wages of each Employee. Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.
- 6.02 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of CUPE, not later than the 15th day of the month following the month for which such deductions were made, accompanied by a list of names, addresses and classifications, and the amount of deductions from each Employee from whose wages the deductions have been made.
- 6.03 Inform New Employees - The Employer agrees to inform each new Employee, upon hiring, of the fact that this Agreement is in effect. The Union may also prepare a sheet containing the contact information of the Union Executive and Shop Steward and provide a copy to the Employer. If it has been provided to the Employer, the Employer agrees to provide a copy of such sheet to any new employees upon hiring.
- 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.
- 6.05 The Union shall indemnify and save harmless the Employer from any and all claims, which may be made against it, by any employee or employees for amounts deducted from wages as herein provided.

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 or the President of the Union 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 a mutually agreeable, equal number of Employer and Union representatives of up to two (2) from each party. Meetings shall be held on as needed basis upon notification to the other party of at least five (5) days of the desired date. Nevertheless, a party cannot require more than one meeting per calendar month. The party requesting a meeting shall provide an agenda of subjects to be discussed at such meeting, and the meeting will be limited to a discussion of the subjects on the agenda, unless mutually agreed otherwise.

- 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 function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement. The Committee shall have the power to make recommendations to the Union and Employer with respect to the Committee's discussions. The Committee does not have the power to bind either the Union or its members or the Employer.
- 8.04 Minutes – Minutes of a Committee meeting shall be prepared and signed by the Committee as promptly as possible after the close of the meeting. The Union and the Employer shall receive two (2) signed copies of the minutes within fourteen (14) days following the meeting.

ARTICLE 9 - BARGAINING COMMITTEE

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

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards - In order to provide for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist an Employee which the Steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.
- 10.02 Names of Stewards - The Union shall appoint one (1) Full-time Employee in the bargaining unit to serve as the Steward to act as the official, local spokesperson for the Union membership. The Union shall notify the Employer, in writing, of the name of the Steward before the Employer shall be required to recognize him/her. Any changes in the Steward personnel shall be given to the Employer promptly.
- 10.03 Steward Leaving Work - No Steward shall leave his/her work without first getting permission from one of the Employer's designated representatives. He/she must also report to a representative when returning to work. Such permission shall not be unreasonably withheld.
- 10.04 Settling of Grievances - It is understood that any Employee who has a potential grievance shall first discuss the potential grievance with his/her immediate supervisor and afford such supervisor an opportunity to settle the potential grievance. Failing such settlement, the Employee (accompanied by his/her Steward if the Employee wishes) shall be entitled to initiate the following additional steps. At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the article allegedly violated and the remedy sought.

STEP 1: Where the matter has not been resolved through discussion as in Article 10.04 above, then the grievance shall be presented in writing by the Employee or the Steward to the Executive Director of the Employer within ten (10) days from the time the incident occurred giving rise to the grievance. The Executive Director shall render his/her decision, in writing, within ten (10) days from the receipt of the grievance.

STEP 2: Should there be no settlement of the grievance in Step 1, the grievance shall be presented by the Union in writing to the Chair of the Board of Directors of the Employer within ten (10) days after receipt of the decision under Step 1. The Chair shall render his/her decision, in writing, within ten (10) days from the receipt of the grievance.

STEP 3: Should there be no settlement of the grievance under Step 2, the Union shall, within thirty (30) days after receipt of the decision under Step 2, refer the grievance to arbitration, in writing, as provided for in Article 11.

The name of the management person (or his/her designate, if the person is not available) in each step of the grievance procedure shall be posted in both residences.

- 10.05 Union or Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where a group of employees files a grievance, the grievance procedure may commence at Step 2 of Article 10.04.
- 10.06 Employer Grievance – The Employer may institute a grievance by presenting the grievance in writing to the Union President or his/her designate. The Union President shall render his/her decision, in writing, within ten (10) days after the receipt of the grievance. Failing satisfactory settlement, the Employer shall, within thirty (30) days after receipt of the Union President's decision, refer the grievance to arbitration, in writing, as provided for in Article 11.
- 10.07 Time Limits - The time limits in this Article and Article 11 are mandatory and may only be changed by mutual consent confirmed in writing. If a decision is not rendered within the required time limits in Article 10.04 or Article 10.06, it shall be deemed to be a denial of the grievance as of the expiry date of the applicable time limit, and the grieving party may proceed forward. If a grievance is not presented within the time limits of each step or is not referred to arbitration within the time limits, the grievance shall be deemed to be abandoned and will be null and void and cannot be reopened.

ARTICLE 11 – ARBITRATION PROCEDURE

- 11.01 No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth in Article 10.
- 11.02 If the applicable party wishes to refer a matter to arbitration, it shall notify the other party of their intent within the time limits provided in Article 10 in writing by registered mail addressed to the other party of this Agreement.
- 11.03 The parties agree to the use of a sole Arbitrator. If the parties to this Agreement cannot agree on the Arbitrator within fifteen (15) days of the receipt of the notice of intention provided in Article 11.02, either party may request the Minister designated under the *Industrial Relations Act* of New Brunswick to appoint an impartial Arbitrator.

- 11.04 Procedure - The Arbitrator may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it.
- 11.05 Decision of the Arbitrator – The Arbitrator shall hear and determine the difference or allegation and render its decision within thirty (30) working days from the date of the final hearing. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and upon any Employee affected by it. In no event shall the Arbitrator have the power to change this Agreement or to alter, modify, or amend any of its provisions, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.
- 11.06 Disagreement on Decision - Should the parties disagree as to the meaning of the Arbitrator's decision, either party may, within fifteen (15) days after the decision is received, apply to the Arbitrator clarify the decision, which the Arbitrator shall do within thirty (30) days.
- 11.07 Expenses of the Board - Each party shall share equally the fees and expenses of the Arbitrator.
- 11.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.09 An Employee shall suffer no loss of pay when required to leave his/her employment at New Brunswick Community Residences, Inc. temporarily to attend grievance or arbitration hearings scheduled during an employee's regularly scheduled working hours.

ARTICLE 12 - NO STRIKE 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 With the exception of probationary employees defined in Article 14, or as otherwise provided in this Agreement, no Employee shall be disciplined in any manner, demoted, suspended without pay or discharged except for just cause.
- 13.02 Whenever the Employer deems it is necessary to discipline an Employee, the Employer shall request a meeting with the Employee in the presence of a Steward or a member of the executive of the Union (whomever is available) where the reasons will be presented in writing, with a copy provided to all those in attendance. The date of such meeting, when it occurs, shall be deemed to be the date of the discipline for the purposes of the time limits under the grievance procedure.
- 13.03 May Omit Grievance Steps – A grievance related to a suspension or discharge may commence at Step 2 of Article 10.04.

- 13.04 Employee File - Upon request and during normal office hours, an Employee shall be given an opportunity to read his/her personal file and may make a copy of any document in such file. Such copies may be modified to protect sensitive personal and/or health related information of clients or other persons.
- 13.05 Clean Record – A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twenty-four (24) months from the date of the discipline.
- 13.06 Unless otherwise stated on the document being signed, when the signature of an employee on a document is requested by the Employer, the employee's signature shall serve as evidence to indicate that its contents have been read and understood, and not as evidence that he/she agrees or disagrees with it.

ARTICLE 14 - SENIORITY

- 14.01 Seniority is defined as the seniority established under the collective agreement expiring March 31st, 2011 and on a go forward basis the number of actual hours worked by an Employee for the Employer and also includes any authorized periods of leave to attend Union business, any periods while receiving Workers' Compensation benefits, Sick Leave benefits under this Agreement, other unpaid leaves under the *Employment Standards Act* not encompassed by Sick Leave, and approved educational leave to update training requirements to meet the current Adult Residential Facilities Standards.
- 14.02 Employees shall accumulate no more than 2080 hours of seniority per calendar year. Seniority shall be bargaining unit wide.
- 14.03 An up-to-date seniority list shall be sent to the Union and posted on the bulletin board by the start of each quarter (April 1st, July 1st, October 1st and January 1st) showing the number of hours of seniority from the date of hiring, job classification (including whether they are Full-time, Part-time or Casual) Sick Leave credits and vacation.
- 14.04 Loss of Seniority - An Employee shall lose his/her seniority, forfeit all rights hereunder, and deem to be terminated with no right or obligation to rehire in the event:
- (a) He/she is discharged and the discharge is not reversed through the grievance procedure or arbitration procedure;
 - (b) He/she resigns;
 - (c) He/she is absent from work in excess of three (3) consecutive working days without giving the Employer a valid and acceptable explanation;
 - (d) He/she fails to return to work from lay-off within five (5) working days following notification by registered mail or any other means the Employer may choose, except in case of sickness. It shall be the responsibility of the Employee to keep the Employer informed of his/her current address and telephone number;
 - (e) He/she is laid off for a period of longer than eighteen (18) months; or
 - (f) He/she is a Casual or Part-time Employee not on lay-off and he/she does not work any hours at the Employer for a period of three (3) months, thereafter the Employer has discretion to terminate the Employee under this Article.

- 14.05 Transfers and Seniority Outside Bargaining Unit - No Employee shall be transferred to a job outside the bargaining unit without his/her consent. If an Employee is transferred to a job outside the bargaining unit, he/she shall retain his/her seniority acquired up to the date of leaving the unit, for a period not to exceed one (1) year from the date of leaving the unit, and will not accumulate any further seniority while working outside the bargaining unit. If the Employer consents to such Employee later returning to the bargaining unit within the one (1) year period, he/she shall be placed in a job consistent with his/her skills, ability, and seniority, so long as such return does not result in lay-off or change in job of any other employees.
- 14.06 Notwithstanding Article 15, an Employee transferred to a job outside the bargaining unit under Article 14.05 shall have a two month trial period and during that trial period, the Employer shall not be required to post the Employee's former job. During this trial period the Employer may temporarily assign and Employee into the former job until the trial period ends, and such assignment will be offered by seniority subject to the Employee having the necessary qualifications. The job shall be posted no later than after the trial periods ends. In the event the Employer finds that the Employee is unsatisfactory in the job during the aforementioned trial period or if the Employee wants to be returned to his/her former position, he/she shall be returned to his/her former job without loss of seniority.
- 14.07 Probationary Employees - Newly hired employees shall be considered on a probationary basis for a period of seven hundred and twenty (720) hours of work from the date of hiring. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employee may be terminated at any time during the probationary period without recourse to the grievance or arbitration procedure, unless the Union claims discrimination under Article 4 as the basis of termination. When an Employee completes his/her probationary period, the Employee's seniority shall start from the date of hiring.

ARTICLE 15 - VACANCIES, PROMOTIONS, TRANSFERS

- 15.01 Job Postings: Where a new job is created or a vacancy occurs in the bargaining unit, and the Employer decides to fill it, the Employer shall notify the Union in writing and post a notice on all designated bulletin boards for a minimum of one week. The Employer shall also phone or mail (by e-mail or post) the job posting to employees on vacation or an approved leave to their phone number or address on file. It is the responsibility of each employee to provide (and if necessary, update) the phone number and/or address to obtain job postings to the Employer. Within twenty-one calendar days of the close of competition, the name of the successful applicant shall be posted. Nothing in this clause shall prevent the Employer from assigning an employee a temporary appointment to a job which has been posted before the permanent appointment is made.
- 15.02 Information on Postings - Such notice shall include, but is not limited to, the following information: nature of job, qualifications required (such as education, experience, skills, abilities, etc., and other job requirements), and hourly rate or range.
- 15.03 Methods of Making Appointments - The Employer will first consider all internal applicants. In making its selection, the Employer will consider qualifications required, taking into account client and situational factors for the job. Where the foregoing factors are equal, the senior applicant will be given preference. Should there be no qualified applicant; the Employer may fill the job from outside the bargaining unit.

- 15.04 Trial Period – In the case of promotion within the bargaining unit of employees who have already completed their probationary period, the successful applicant shall be placed on trial for a period of four hundred and eighty (480) hours of work. Conditional on satisfactory service, such trial period shall become permanent after working four hundred and eighty (480) hours. In the event the Employer finds that the successful applicant is unsatisfactory in the job during the aforementioned trial period, he/she shall be returned to his/her former job without loss of seniority or wages. Any other Employee promoted or transferred because of the rearrangement of jobs shall also be returned to his/her former job without loss of seniority or wages.
- 15.05 Union Notification - The Employer shall send a letter to the Secretary and President of the Union advising of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment of all employees covered by this Agreement, monthly.
- 15.06 When an Employee, who has become incapacitated by a handicap, an illness, advancing years or temporary disability, is unable to perform his/her regular duties, the Employer and Union will make every reasonable effort, to the extent required by the *Human Rights Act*, to relocate the Employee in a job consistent with his/her disability, incapacity or age. The Employer shall not displace any other Employee, except a probationary Employee, from his/her job in order to effect this relocation, except on consent of the Union. Displacement of a probationary Employee does not require consent. The displacement of an Employee with consent of the Union or the displacement of a probationary employee cannot be grieved.

ARTICLE 16 - LAY-OFFS AND RECALLS

- 16.01 In the event of a lay-off, the Employer agrees to lay-off employees in the reverse order of seniority, providing the employees remaining possess the necessary qualifications to do the work available.
- 16.02 When recalling employees after lay-off, those last laid off will be first to be recalled, provided the Employee is willing and qualified to do the work available.
- 16.03 The Employer agrees to offer recall to all employees on lay-off who are willing and qualified to do the work available before new employees are hired.
- 16.04 Notice of Lay-off – Except in the case of emergency, the Employer shall notify employees who are to be laid off two (2) weeks before the lay-off is to be effective. Where the employee resigns his/her job, he/she shall give the Employer two (2) weeks notice of such resignation in writing, if possible.
- 16.05 Grievance on Lay-off - Grievances concerning lay-off shall commence at Step 2 of the grievance procedure.
- 16.06 A lay-off shall be defined as a cessation of employment by the Employer owing to a lack of available work at New Brunswick Community Residences, Inc.

ARTICLE 17 - HOURS OF WORK

- 17.01 (a) Hours of Work - The regular hours of work for Full-time Employees shall be up to eighty (80) hours averaged over a two (2) week period.
- (b) No Employee shall work in excess of seven (7) consecutive days unless by mutual agreement.
- (c) All employees shall be entitled to one thirty (30) minute paid food and rest period for each five (5) hours of work completed per shift, to be used when convenient to the operation. The Employee shall not leave the workplace during the food and rest period except with permission of the Employer.

17.02 Hours of Work Schedule

- (a) The Employer shall prepare the schedule to minimize overtime in the following order:
- (i) The Employer shall allocate as evenly as possible the regularly scheduled hours and shifts amongst the Full-time Employees first so that, if possible, Full-time Employees receive at least eighty (80) hours pay averaged over a two (2) week period.
 - (ii) The Employer shall then allocate as evenly as possible their regularly scheduled hours and shifts amongst the Part-time Employees who have regularly scheduled shifts.
 - (iii) Remaining hours shall be allocated as evenly as possible, to Part-time Employees and Casual Employees qualified to do the work and who have indicated availability.
 - (iv) If hours are still not filled, they may be allocated under Article 17.03.
 - (v) **Full-time Employees can request in writing, subject to the approval of the employer, to work a temporary or permanent reduction in hours. Such request shall be for no less than sixty-four (64) hours over a two (2) week period and if approved, the full-time employee shall retain all rights and benefits of a full-time employee as per the collective agreement. Such request shall not be unreasonably denied. A temporary reduction shall be for a period of time determined by mutual agreement between the Employer and Employee. Either party may end a reduction provided that a minimum of four (4) weeks' notice is given or until the posting of the next work schedule, whichever is greater.**
- (b) Employees may notify the Employer, in writing, of any shift preferences. An Employee requesting days off or a change in shift preferences shall notify the Employer before the schedule is posted. When determining the schedule, the Employer shall attempt to give more senior employees qualified to do the work available their shift preferences first when scheduling non-overtime work.

- (c) A schedule for all employees, stating the days and shifts of each Employee's hours of work and his/her scheduled days off shall be posted two (2) weeks in advance on a designated area.
 - (d) The Employer shall not alter a posted schedule without prior notification to the affected employees.
- 17.03 Hours not scheduled under Article 17.02 and other overtime hours arising for any reason will be allocated to maximize straight time regular hours' opportunities for all employees and to minimize overtime. The hours will be allocated on a rotational basis to qualified employees, contacting part-time and Casual Employees first and then Full-time Employees, on the basis of seniority, firstly, to employees who are scheduled to work less than eighty-eight (88) hours in the two (2) week period; and lastly, to all employees who are scheduled to work or who have actually worked eighty-eight (88) hours or more in the two (2) week period on a rotating call in list. The most junior qualified employee not already working at the Employer during those hours shall make every possible effort to make himself/herself available for work.
- 17.04 Once an Employee is allocated a shift, the Employee is required to fill the shift. Failure to meet such an allocation may result in discipline. Additionally, employees who fail to fulfil a scheduled allocation or refuse after being contacted three times within a calendar month will be placed at the bottom of the calling list rotation for the next calendar month, unless such failure or refusal is due to medical reasons or any other reason at the discretion of the Employer.
- 17.05 When any hours of work are to be offered under this Agreement on a rotational basis or otherwise, the Employer shall call the phone number provided by the Employee, and if the Employee or his/her representative does not pick up the phone, the Employer may proceed to the next Employee on the appropriate list. It is the Employee's responsibility to ensure that the phone number the Employer has is up-to-date.
- 17.06 (a) The Apartment Manager's hours of work are based on a flexible working hours work week that are not scheduled under the other provisions of this Agreement. As such, the position's hours may include, call back and occasional work performed in excess of eighty (80) hours in a two week period. Any such excess hours are compensated through the flexible working hours work week of this position, by allowing the Apartment Manager to allocate his/her own hours with little supervision, such as working fewer hours in one week to compensate for extra hours worked in a previous week.
- (b) The preceding applies to the Apartment Manager to the extent he/she is working in the Apartment Managers' position. The Apartment Manager may, if he/she has the required qualifications and subject to the other provision of this agreement regarding hours' allocation, work available and unallocated hours in the Facility Support Worker's position. The Apartment Manager's regular hours worked, shall be deemed to have been eighty (80) hours over the applicable two week period for the purposes of calculating overtime entitlement, if any, for the extra time spent working on a shift in the Facility Support Worker's position. The Apartment Manager shall be paid at the applicable Facility Support Worker rate while working in the position as if he/she had the same years of service.

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

- (a) For Full-time Employees only, all work performed while on vacation and on scheduled days off shall constitute overtime.
- (b) All **hours** of work performed in excess of eighty-eight (88) hours over a two (2) week period shall constitute overtime.
- (c) **For Full-time Employees only, who are offered and accepted to work beyond their scheduled shift, all work performed before or after the completion of the regular shift when notice was not provided at least two (2) hours prior to the start of the shift, shall constitute overtime.**
- (d) There shall be no pyramiding of overtime.

18.02 Compensation for Overtime

- (a) If an Employee is authorized to work and does work overtime, he/she will be compensated by either pay at time and a half of his/her regular rate ("Overtime Rate") or straight time off in lieu for the hours worked.
- (b) The Employee shall advise the Employer of which option he/she chooses, and the time off option must be exercised, within thirty (30) days of the overtime, except by mutual agreement between the Employee and the Employer, otherwise it will be paid.

18.03 No Lay-off to Compensate for Overtime – Full-time Employees shall not be required to be laid-off during their regular hours to equalize any overtime worked.

18.04 Minimum Call Back Time - An Employee who is called in to work outside his/her regular scheduled working hours, and does so, shall be paid the greater of the actual hours worked at his/her regular rate (or Overtime Rate if applicable), or three (3) hours at his/her regular rate.

18.05 The remedy for any assignment of work errors under this Agreement shall be make-up work, at a mutually convenient time. The make-up work will be scheduled within that four (4) week period on a day the employee is available as work supplementing the normal shift schedule requirements.

ARTICLE 19 - HOLIDAYS

19.01 List of Holidays - The Employer recognizes the following as holidays (or such other days which the Employer may substitute as the day to observe the holiday) for which an Employee may be eligible to receive a day off with Holiday Pay as defined in 19.02:

New Year's Day
New Brunswick Day
Victoria Day
Good Friday
Easter Monday
Remembrance Day

Labour Day
Thanksgiving Day
Christmas Day
Boxing Day
Canada Day

19.02 Holiday Pay Defined

- (a) Full-time Employees – Holiday Pay, per holiday, for Full-time Employees shall be eight (8) hours at the Employee's regular rate of pay.
- (b) Part-time and Casual Employees – Holiday Pay, per holiday, for Part-time or Casual Employees shall be as follows:
 - (i) if he/she works thirty-two (32) hours or more in the twenty-eight (28) day period before the holiday, the Employee shall be paid eight (8) hours at the Employee's regular rate of pay; or
 - (ii) if he/she works less than thirty-two (32) hours in the twenty-eight (28) day period before the holiday, the Employee shall be paid the total hours worked by the Employee in the twenty-eight (28) days before the holiday, divided by four (4), times the Employee's regular rate of pay.

19.03 Eligibility for Holiday Pay – To be eligible for a holiday and/or Holiday Pay under any provisions of this Agreement, an Employee must work his/her scheduled day of work immediately prior to and after the holiday and be an Employee for at least ninety (90) days prior to the Holiday.

19.04 Working on a Holiday

- (a) Full-time Employees – If a Full-time Employee has completed his/her probationary period and works on a holiday, he/she shall have the option to:
 - (i) be paid time and one-half (1-1/2) his/her regular rate for all hours worked, and receive Holiday Pay for the holiday worked; or
 - (ii) be paid time and one-half (1-1/2) his/her regular rate for all hours worked and receive an alternate day off with Holiday Pay to be used on a date mutually agreed between the Employee and the Employer within ninety (90) days of the holiday.

Full-time Employees who have not completed their probationary periods and work on a holiday will be paid as per 19.04(a)(i) above; they may not have an alternate day off.

- (b) Part-time and Casual Employees – If a Part-time or Casual Employee works on a holiday, he/she shall be paid time and one-half (1-1/2) his/her regular rate for all hours worked, and shall receive Holiday Pay for the holiday.

19.05 Holiday on a Non-Working Day - When any of the above noted holidays fall on an Employee's day off, a Full-time Employee who has completed his/her probationary period shall receive an alternative day off with Holiday Pay on a date granted at the Employer's discretion taking into account the requirements of the business, and all other employees shall only receive Holiday Pay for the holiday.

ARTICLE 20 - VACATION

20.01 Entitlement – An Employee will earn vacation and/or Vacation Pay and may use it as it has accrued as follows:

- (a) An Employee who has been an Employee for less than four (4) years or seniority shall be entitled to:
 - (i) Full-time Employees – Six and two thirds (6 2/3) hours of vacation time off for each full calendar month of service to a maximum of eighty (80) hours of vacation time off with Vacation Pay in a Vacation Year:
 - (ii) Other Employees – Vacation Pay only, no time off.
- (b) An Employee who has been four (4) or more years of seniority shall be entitled to:
 - (i) Full-time Employees – Ten (10) hours of vacation time off for each full calendar month of service to a maximum of one hundred and twenty (120) hours of vacation with Vacation Pay in a Vacation year;
 - (ii) Other Employees – Vacation Pay only, no time off.

20.02 Holidays during Vacation – For each paid holiday that falls or is observed during an Employee's vacation, he/she shall be granted an alternative holiday on a date granted at the Employer's discretion taking into account the requirements of the business.

20.03 Vacation Pay on Termination – An Employee whose employment is terminated for any reason shall be paid with his/her final pay an amount of money equivalent to any Vacation Pay which may have accrued to his/her benefit in accordance with Article 20 and not yet been paid.

20.04 Vacation Schedule – Vacation schedules shall be arranged on a per work unit basis. If possible, an Employee requesting vacation days off shall notify the Employer at least three (3) weeks prior to the requested vacation period. Vacations shall be granted at the Employer's discretion taking into account the requirements of the business. Should more than one (1) Employee desire to take vacation at the same time, such vacation shall be granted according to seniority, provided that the efficient operation of the Employer is not unduly affected. An Employee may not use his/her seniority as described under the previous sentence to bump another less senior Employee's vacation (which was requested before the more senior Employee made his/her request) if the less senior Employee gave at least two (2) months notice before his/her vacation request.

20.05 Unused Vacation – If vacation cannot be granted at the time requested and this results in unused vacation at the end of the Vacation Year, up to five (5) days of unused vacation may be carried over to be used in the next Vacation Year. Such vacation may not be carried over again. Otherwise, vacation must be used within the Vacation Year in which it is entitled to be taken, and the Employer may choose to pay any unpaid Vacation Pay at the end of a Vacation Year or it may choose to schedule any unused vacation at its discretion.

20.06 Calculation of Vacation Pay – Vacation Pay will be calculated on an Employee's previous Vacation Year's straight-time earnings for hours worked, not including any other amounts such as allowances, premiums, or Vacation Pay, as follows:

- (a) 4% for employees entitled under 20.01(a); or
- (b) 6% for employees entitled under 20.01(b).

Employees entitled to vacation time off will receive the appropriate portion of accumulated Vacation Pay when the time is taken off.

- 20.07 Vacation Year - Vacation Year shall mean the twelve (12) month period from January 1st to December 31st.
- 20.08 An Employee hospitalised or sick at home during his/her vacation will qualify for use of Sick Leave credits upon presentation of a medical certificate, provided the Employer is notified upon return to work. The portion of his/her vacation replaced by Sick Leave credits shall be rescheduled later as per Article 20.
- 20.09 Pay of Vacation – Part-time and Casual Employees may request accrued vacation pay to be paid out on a scheduled pay period date, upon one (1) week's notice before the requested payout. If no payout requests are received from the employee during the Vacation Year, the Employer may pay out the employee's accrued vacation pay on the scheduled pay period that includes December 31st.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01 Amount and Purpose of Sick Leave - The purpose of Sick Leave is to provide employees with some protection against the loss of earnings during short-term periods when, due to illness, they cannot perform their assigned duties. All Full-time Employees in the bargaining unit shall earn Sick Leave credits at the rate of 10 hours per month of service up to a maximum of **one hundred and thirty (130) hours in the 2014 calendar year, a maximum of 140 hours in the 2015 calendar year, and a maximum of one hundred and fifty (150) hours in the 2016 calendar year.** Part-time Employees, after a completion of their probationary or trial periods, shall be entitled to **four (4) scheduled shifts of Sick Leave credits per calendar year, which shall not carry over.** Casual Employees are not entitled to and do not accumulate Sick Leave benefits. **Should a part-time employee accept a permanent full-time position, any unused sick leave credits, as per Article 21.01, shall be carried over. For the purposes of carried over shifts each unused shift shall be considered eight (8) hours.**
- 21.02 Deduction from Sick Leave - A deduction of Sick Leave credits equal to the number of hours absent shall be made from the Employee's accumulated Sick Leave credits for each full or partial day that the Employee uses Sick Leave. Any partial hours of absence will be rounded up to the nearest half hour. No payments shall be made for accumulated and unused sick leave upon retirement or change from Full-time to Part-time or Casual, or if an Employee separates for any reason.
- 21.03 Investigation of Sick Leave – The Employer reserves the right to investigate any reported illness of an Employee. Appropriate proof of illness may be required for any period of illness. In all cases, proof of illness from a medical practitioner is required for any period of Sick Leave in excess of three (3) consecutive working days.

- 21.04 Family Responsibility Leave – An Employee shall be entitled to use his/her Sick Leave credits per calendar year for purposes related to the health, care or education of a person in a close family relationship with the Employee, if sufficient Sick Leave credits have accumulated to cover the hours absent. The Employer agrees to grant days of unpaid family responsibility leave (less any days the Employee requests to use Sick Leave credits under this Article) in a manner consistent with the New Brunswick *Employment Standards Act*.
- 21.05 Report of Absence - In any case of absence due to sickness or accident, or any use of leave, the matter must be reported as soon as possible to the Employer.
- 21.06 Sick Leave During Leave of Absence - When an Employee is given leave of absence without pay for any reason or does not work for a period exceeding one half (1/2) the number of working days in any month, no Sick Leave credits shall accumulate for the month, but the Employee shall maintain any Sick Leave credit if any existing at the time upon his/her return to work.
- 21.07 Sick Leave Records - A record of all unused Sick Leaves will be kept by the Employer. Any Employee is to be advised on application of the amount of Sick Leave accrued to his/her credit.
- 21.09 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. The Employee shall be allowed to use Sick Leave credits while waiting for his/her application for Workers' Compensation to be processed or appealed.
- 21.10 Sick Leave shall be granted for medical or dental appointments, which cannot be arranged outside of an Employee's normal working hours. The Employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.
- 21.11 If an Employee requests a leave of absence without pay for medical reasons that is four (4) or more consecutive calendar days in length, proof of illness from a medical practitioner may be required. The Employee will continue to accrue seniority at the regular rate while out on medical leave of absence without pay for the length supported by appropriate medical documentation, up to eighteen (18) months from the start date of the leave. His/her job will be held for this time period (although it may be temporarily filled), but if the Employee is unable to return to his/her own job at the end of eighteen (18) months, the job shall be posted as per this Agreement, and, unless accommodation can be done as provided in Article 15.06, Article 14.05(e) shall apply as if the eighteen (18) months leave of absence were a lay-off.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Business

- (a) Leaves of absence, without pay, of up to fifteen (15) days per calendar year shall be granted upon request by any Employee elected or appointed to represent the Union business. Any leaves greater than this amount may be granted on the discretion of the Employer, which will not be unreasonably withheld. Application for such leave shall be made, if possible, two (2) weeks before the schedule is posted under Article 17. No more than one (1) Employee scheduled may be on leave provided under this Article at the same time, although the Employer shall grant leave for additional employees

scheduled at the same time at the Employer's discretion taking into account the requirements of the business.

- (b) The Employer shall maintain full wages and benefits of the Employee during a leave of absence in accordance with Article 22.01(a). The Union shall reimburse the Employer for this within one (1) month of the Employee being paid.

- 22.02 Bereavement Leave - An Employee shall be granted up to three (3) consecutive days, per incident, for purposes of bereavement leave, terminating no later than one day after the funeral, in the event of the death of an Employee's spouse, mother, father, children, brother, sister, grandparents step-children, grandchildren, nieces, nephews, aunts or uncles, live-in partner and in-laws of the same type to attend the funeral or to attend to funeral arrangements. If any of those up to three (3) consecutive days are scheduled work days for the Employee, the Employee shall receive pay (the Employee's regular straight time rate times the number of hours the Employee was scheduled to work on the day) for such scheduled work days missed. The Employer agrees to grant days of unpaid bereavement leave (less any days the Employee uses under this Article) in a manner consistent with the New Brunswick *Employment Standards Act*.
- 22.03 Maternity, Adoption, and Child Care Leave - The Employer agrees to grant maternity, adoption, and/or child care leave in a manner consistent with the New Brunswick *Employment Standards Act*. Such leaves shall be unpaid, although an employee who is entitled to maternity leave may use up to ten (10) days of accumulated Sick Leave credits to cover the two week waiting period before which maternity leave benefits under the *Employment Insurance Act* become available.
- 22.04 Court Leave - The Employer agrees to grant court leave in a manner consistent with the New Brunswick *Employment Standards Act*.
- 22.05 General Leave - The Employer may grant leave of absence at its discretion without pay and without loss or gain of seniority, to any Employee requesting such leave for good sufficient cause, such request to be in writing and approved by the Employer.
- 22.06 Compassionate Care Leave - The Employer agrees to grant compassionate care leave in a manner consistent with the New Brunswick *Employment Standards Act*.
- 22.07 Inclement Weather - A Full-time Employee, who after 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, will be given an opportunity to make up any lost hours, if possible.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

- 23.01 Equal Pay for Equal Work - The principle of equal pay for equal work shall apply, regardless of sex.
- 23.02 Educational Allowance - The Employer will pay the cost of all mandatory CPR, CPI and First Aid courses. The Employee shall be reimbursed at his/her regular rate of pay for all hours spent at the above-noted mandatory courses. Mandatory CPR, CPI and First Aid courses are those required by the Employer or deemed mandatory by the government of New Brunswick for continued employment. This shall not include any courses required for initial employment.

Employer contributions to courses taken by employees will only be made to those courses which are successfully completed. Employees taking a mandatory course will accumulate seniority for any hours lost that cannot be rescheduled.

- 23.03 **Errors in Pay** - Any shortage in pay due to Employer error of more than fifty (\$50) dollars shall be issued by the Employer within three (3) days of notification of the shortage, if requested by the Employee, otherwise it shall be issued on the next paycheque after notification. Should an error be made to the benefit of an Employee, the Employee agrees to make the necessary repayment to the Employer.

23.04 Travel Expenses

- (a) All employees required to use their vehicle to transport residents shall receive **forty-one (\$0.41) cents** per kilometre travelled to transport residents.
- (b) If an Employee who does not have a vehicle is required to transport residents, he/she shall be reimbursed for the full cost of using a preapproved method of alternate transportation, conditional upon providing a receipt for the cost.

- 23.05 **Taxi Allowance** - When an Employee is called in to work when not scheduled between 10:00 p.m. and 8:00 a.m., **and on days when public transit bussing does not operate (currently Holidays and Sundays)**, reimbursement for transportation service to and from the home of the Employee shall be provided by the Employer to a maximum of **fifteen (\$15.00) dollars** each way, conditional upon providing a receipt for the cost.

- 23.06 **Direct Deposit** – All payment of wages will be by direct deposit to the financial institution of the employee's choice.

ARTICLE 24 - WELFARE AND PENSION PLANS

- 24.01 Life Insurance Plan – The Employer agrees to provide all Full-time and Part-time Employees the option of enrolling in a Life Insurance Plan, with the Employee paying the full cost of the premiums.
- 24.02 The Employer agrees to deduct from the wages of employees who wish to enrol in a Group R.R.S.P., 4% or more of the Employee's regular wages into the Group R.R.S.P. the Employee designates. Employees may change their rate of contributions once each year on February 1st.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

- 25.01 New employees will be provided a copy of their job description at their orientation. Existing employees will receive a copy of their job description upon request.

ARTICLE 26 - SAFETY AND HEALTH

- 26.01 Both parties agree that the N.B. *Occupational Health and Safety Act* shall apply to this Agreement.

ARTICLE 27 – BULLETIN BOARDS

27.01 The Employer shall provide a bulletin board at each residence, which shall be placed so that all employees will have access to it, and upon which the Union shall have the right to post notices of meetings. All other notices to be on the above mentioned boards must be specifically approved by the Executive Director or his/her appointee prior to posting.

ARTICLE 28 - COPIES OF AGREEMENT

28.01 The printing of the Agreement shall be the joint responsibility of the Union and the Employer.

ARTICLE 29 – DURATION AND TERMINATION

29.01 **Term of Agreement** - This Agreement shall be binding and remain in effect from **April 1, 2014 to March 31, 2017. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this agreement or any renewal thereof.**


29.02 Wage increases for the duration of the Agreement shall be as specified in Schedule "A".

29.03 **Agreement to Continue in Force** - Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining. It is agreed that there will be no retroactive effect given to any clause of this Agreement or matter arising between the parties prior to the signing date unless specifically stated otherwise

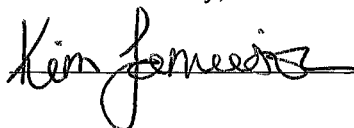
29.04 **Successor's Rights** - This Agreement shall be binding not only to the parties hereto, but also upon their successors or assigns, subject to the provisions of the *Industrial Relations Act*.

IN WITNESS WHEREOF the parties have signed this 13 day of Aug, 2014.

FOR THE UNION

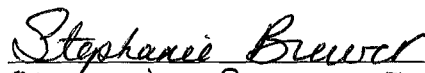


Kim McCaffrey, CUPE Representative

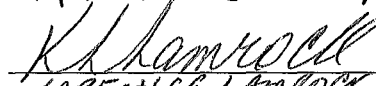


Kim Jones

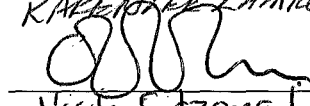
FOR THE EMPLOYER



Stephanie Brewer, Executive Director.



Karen Lamrock, Chair Person



Nick Fitzgerald Treasurer

SCHEDULE "A" - WAGES

Hourly Rate

		Wage reopener	Wage reopener	Wage reopener
		0%	0%	0%
Classification	01 April 2013	01 April 2014	01 April 2015	01 April 2016
Facility Support Worker				
Start	\$10.00	\$10.00	\$10.00	\$10.00
After 1 year (720 hrs)	\$10.00	\$10.00	\$10.00	\$10.00
After 2 years (1440)	\$10.21	\$10.21	\$10.21	\$10.21
After 3 years (2160)	\$10.50	\$10.50	\$10.50	\$10.50
Apartment Mgt (FT)				
Start	\$11.01	\$11.01	\$11.01	\$11.01
After 1 year	\$11.53	\$11.53	\$11.53	\$11.53
After 2 years	\$12.07	\$12.07	\$12.07	\$12.07
After 3 years	\$12.60	\$12.60	\$12.60	\$12.60
After 4 years	\$12.95	\$12.95	\$12.95	\$12.95
Level 2 Facility Support Manager (FT)				
Start	\$11.01	\$11.01	\$11.01	\$11.01
After 1 year	\$11.53	\$11.53	\$11.53	\$11.53
After 2 years	\$12.07	\$12.07	\$12.07	\$12.07
After 3 years	\$12.60	\$12.60	\$12.60	\$12.60
After 4 years	\$12.95	\$12.95	\$12.95	\$12.95

- 1) For the purposes of determining years of service between the Facility Support Worker – Full-time, Part-time and Casual if an Employee changes between Full-time, Part-time or Casual, the anniversary date and position on the scale remain the same.
- 2) For the sole purpose of determining initial “years of service” on the pay scale in this Schedule “A”, for a successful candidate into the Level 2 Facility Support Manager position:
 - a. The Employer shall recognize each 2080 hours of seniority the successful candidate has at the Employer as one “year of service” on the pay scale; and
 - b. The Employer may, at its sole discretionary option, recognize other relevant years of experience of a successful candidate as “years of service” on the pay scale.

Any recognition in this paragraph is for the sole purpose of initial placement on the pay scale, and does not provide or change any other rights under the collective agreement (seniority or otherwise).

- 3) The parties agree to the following wage reopeners:
- a. During the life of this Agreement, the New Brunswick Department of Social Development (or other relevant department) provides targeted funding for wages for employees; the Employer agrees to meet within thirty (30) days with the Union to negotiate the allocation of such increase in funding.
 - b. During the **first**, second or third year of this Agreement, the New Brunswick Department of Social Development (or other relevant department) increases the cumulative per diem funding paid to New Brunswick Community Residences, Inc. (to the extent not for residents' care and comfort), The Employer agrees to meet within thirty (30) days with the Union to negotiate the allocation of such increase in funding, recognizing that increases to the per diem are usually not just for wages.

Should the parties not be able to agree, such difference may be submitted to arbitration as outlined in the Grievance and Arbitration Procedures of this Agreement.

- 4) In this Article, Surplus shall be defined to mean the Revenue minus Operating Expenses and Depreciation as recorded in the annual audited financial statements of the Employer, which are typically prepared in June after the end of the fiscal year (the fiscal year ending on March 31, 2011).

The parties recognize that a Surplus obtained in a particular fiscal year should be shared amongst the parties. For that reason, the parties agree to distribute Seventy percent (70%) of any Surplus (the "Distributable Surplus") over \$2,000 (i.e. \$1,400 available to distribute from the previous fiscal year to all employees (bargaining unit and non-bargaining unit) who are employees at the time the payment is made as one-time gross salary payments according to the following formula:

- a. 75% of the Distributable Surplus (the "Years of Seniority Portion") to be distributed based on employees' years of seniority (as determined on October 1st) as follows:
 - (i) 70% of the Years of Seniority Portion to be distributed equally to each employee with 3 or more years of seniority; and
 - (ii) 30% of the Years of Seniority Portion to be distributed equally to each employee with less than 3 years of seniority.
- b. The remaining 25% of the Distributable Surplus (the "Hours of Work Portion") to be distributed proportionately to each employees based on the hours the employee worked in the fiscal year the Surplus is based on the total hours worked by all employees receiving a distribution of Surplus.

The parties may agree to a different formula in a particular year.

The above payments are to be made in November following the close of a particular fiscal year, typically at or around the last Wednesday of the month.

The Employer intends that the amount of Distributable Surplus will be identified on future financial statements.