



**COLLECTIVE AGREEMENT**

between

**OROMOCTO COMMUNITY RESIDENCES INC.  
OROMOCTO, N. B.**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 3457**

**From April 1, 2015 to March 31, 2018**

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**THIS AGREEMENT** made and entered this 26th day of May, 2016.

**BETWEEN:** OROMOCTO COMMUNITY RESIDENCES INC., Oromocto, N.B.,  
hereinafter referred to as the "Employer", Party of the First Part.

**AND:** LOCAL UNION NO. 3457, CANADIAN UNION OF PUBLIC  
EMPLOYEES, hereinafter referred to as the "Union", Party of the  
Second Part.

### **PREAMBLE**

It is the intention and purpose of the parties of this Agreement to set 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.

### **ARTICLE 1 - MANAGEMENT RIGHTS**

- 1.01 The Union acknowledges and recognizes that the management of the Employer's operations and direction of the working force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an expressed provision of the Agreement.

### **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

- 2.01 Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees, Local 3457 as the sole and exclusive collective bargaining agent for all its employees covered by this Agreement, save and except those excluded by the certification order issued by the New Brunswick Industrial Relations Board, and hereby consents and agrees to negotiate with the Union or any of its authorized committees concerning all matters affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 Work of the Bargaining Unit - Persons, whose jobs are not in the bargaining unit, shall not work on any jobs which are included in the bargaining unit except for purpose of instruction, experimenting, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or pay of any employees.

- 2.03 No Other Agreements - No employees shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative, which may conflict with the terms of this Collective 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 is covered by this Agreement.
- 3.02 Employees may be subdivided into the following categories:
- (a) Full-time employees shall mean, for the purpose of this Agreement, all employees who work a normal work week as defined in Article 17 - Hours of Work.
  - (b) Part-time employees shall mean, for the purpose of this Agreement, those permanent part-time employees regularly scheduled and all other part-time employees who work less than the normal work week as defined by Article 17 - Hours of Work. These part-time employees are to be placed on a seniority list and called with preference to work available in accordance with their seniority. Part-time employees shall be entitled to benefits as set out in this Agreement.
- 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 by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.
- 3.04 Promotions, for the purpose of this Agreement, is a change from one classification to another classification for which a higher maximum is paid.
- 3.05 Service, for the purpose of this Agreement, is defined as the actual hours paid directly by the Employer. Year's service is 2,080 hours. Service includes periods of leave without pay to attend Union business while receiving Workers' Compensation, maternity leave, sick leave and approved educational leave to update training requirements to meet the current Adult Residential Facilities Standards.
- 3.06 Grievance, for the purpose of this Agreement, shall be defined as any difference or dispute between the Employer and any employee or between the Employer and the Union.
- 3.07 Plural or Feminine Terms May Apply: Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 Employer Shall Not Discriminate - There shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee.

#### **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 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 OF UNION DUES**

- 6.01 Check-Off - The Employer shall deduct union dues every week from every employee in accordance with the Union constitution and/or by-laws and owing by the employee to the Union commencing the first pay period following the date of hire.
- 6.02 Deductions shall be made from the payroll every week and shall be forwarded to the National Secretary-Treasurer of CUPE, not later than the 15th day of the month following, accompanied by a list of names, addresses and classifications, and the amount of deductions from each employee from whose wages the deductions have been made.
- 6.03 Acquaint New Employees - The Employer agrees to acquaint new employees with the fact that an agreement is in effect and with the dealing with the Union security and dues check-off.
- 6.04 The Employer shall indicate, on each employee's T-4 slip, the amount of dues paid by the employee during the previous year.

#### **ARTICLE 7 - CORRESPONDENCE**

- 7.01 All correspondence between the parties arising out of 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 a mutually agreeable number of Employer and Union representatives and shall prescribe its terms of reference subject to Article 8.02. Meetings shall be held on as needed basis upon notification of either party of at least two (2) days.
- 8.02 Jurisdiction of Committee - The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of the Collective Agreement.
- 8.03 Powers of Committee - The Committee shall not supersede the activities of any other committee of the Union and the Employer, and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- 8.04 Philosophy of Committee - The Employer and employees agree, in principle, that co-operation and consensus should play a significant role in the operation of the within Committee. Decisions shall be made in a fair and democratic fashion and in a manner which allows input from employees, clients, employer, families, volunteers and advocates. This process, along with the recognition that the best interests of the client are paramount and that decisions are arrived at, which are consistent with the principles and philosophy of Oromocto Community Residences Inc., shall be important factors in resolving issues.

## **ARTICLE 9 - BARGAINING COMMITTEE**

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

## **ARTICLE 10 - GRIEVANCE PROCEDURE**

- 10.01 Election of Stewards - In order to provide for the settling of grievances, the Employer acknowledges the rights of the Union to appoint or elect stewards whose duties shall be to assist an employee which the steward represents in preparing and presenting his/her grievance in accordance with the grievance procedure.



10.02 Names of Stewards - The Union shall notify the Employer, in writing, of the names of each steward before the Employer shall be required to recognize them. Any changes in the steward personnel shall be given to the Employer promptly.

10.03 Servicing Grievances - No steward shall leave his/her work without first getting permission from his/her Executive Director. He/she must also report to the said Executive Director when returning to work. Such permission shall not be unreasonably withheld.

10.04 Settling of Grievances - It is understood that any employee who has a potential grievance shall first discuss the potential grievance with the Executive Director and afford such Executive Director an opportunity to settle the potential grievance. Failing such settlement, the employee, accompanied by his/her steward, shall be entitled to initiate the following steps:

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

STEP 2: Failing satisfactory settlement within ten (10) days after receipt of the first level decision under Step 1, the grievance shall be submitted to the second level by the Grievance Committee. The second level shall render his/her decision, in writing, within ten (10) days from the receipt of the grievance.

STEP 3: Failing satisfactory settlement under Step 2, the Union may, within ten (10) days of receiving the decision at Step 2, apply to the Minister to appoint a mediator to attempt to bring about a settlement of the dispute. When the mediator is unable to effect a resolution of the dispute, the Union may, within thirty (30) days, refer the dispute to arbitration as provided for in Article 11.

The name of the management person in levels one and two 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 of interpretation occurs or where a group of employees of the Union has or initiates a grievance, Step 1 of Article 10.04 may be by-passed.

10.06 Technical Objections to Grievances - No grievances shall be defeated by any formal or technical objection, and an Arbitration Board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

## **ARTICLE 11 - ARBITRATION**

11.01 Composition of Board of Arbitration - When either party requests that a grievance be submitted to arbitration, the request shall be made, by registered mail addressed to the other party of the Agreement, indicating the name of its nominee on an arbitration board. Within ten (10) days thereafter, the other party shall answer, by registered mail, indicating the name and address of its appointee to the arbitration board. The two arbitrators shall then meet to select an impartial Chairman.

(a) If the parties agree, the Board of Arbitration may consist of a single arbitrator.

11.02 Failure to Appoint - If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a Chairman within thirty (30) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.

11.03 Board Procedure - The board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representation to it. It shall hear and determine the difference or allegation and render its decision within thirty (30) working days from the time the Chairman is appointed.

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

11.05 Disagreement on Decision - Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within thirty (30) working days.

Expenses of the Board - Each party shall pay:

- (a) The fees and expenses of the arbitrator it appoints;
- (b) One-half (½) the fees and expenses of the Chairman or single arbitrator.

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

- 11.08 Witnesses - At any stage of the grievance or arbitration procedure, the parties may have the assistance of the employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator(s) to have access to Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.09 Employees shall not suffer any loss of pay when required to leave their employment temporarily in connection with grievance or arbitration cases.

## **ARTICLE 12 - NO STRIKES OR LOCKOUTS**

- 12.01 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 No employee shall be disciplined in any manner, demoted, suspended with or without pay or discharged except for just cause.
- 13.02 Where an employee is disciplined as stated in article 13.01, the Employer shall, within five (5) days from the date of a such discipline, give written reasons for such disciplinary action and forward a copy to the Union. Whenever the Employer deems it is necessary to discipline an employee, it shall be done in the presence of a steward or a Member of the Executive.
- 13.03 Discharge Procedure - An employee may be suspended or discharged, but only for just cause. When an employee is suspended or discharged, he/she shall be given the reason in the presence of a steward. Such employee and the Union shall be advised promptly, in writing by the Employer, of the reason for such suspension or discharge.
- 13.04 May Omit Grievance Steps - An employee, considered by the Local to be wrongfully or unjustly suspended or discharged, shall be entitled to a hearing under Article 10, Grievance Procedure. Step 1 of the grievance procedure shall be omitted in such case.
- 13.05 Unjust Suspension and Discharge - Should it be found, upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his/her former position without loss of seniority, and shall be compensated for all time lost in an amount equal to his/her normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangements as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Board of Arbitration, if the matter is referred to such a board.

- 13.06 Employee File - Upon request and during normal office hours, an employee shall be given an opportunity to read and make a copy of any document in his/her personal file.
- 13.07 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of twelve (12) months.
- 13.08 A suspension without pay shall be for a specified period of time not exceeding twenty (20) working days.
- 13.09 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 by the number of hours paid for by the Employer, since the date of hire and includes unpaid leaves such as Union Leave, Maternity Leave, Sick Leave and Workers' Compensation Leave. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards by January 1, April 1, July 1 and October 1, showing the number of hours paid for from the date of hiring, sick leave credits and vacation credits. The first part of the list will show the hours for the full-time employees and the second part will be the hours for the part-time employees. Seniority shall be bargaining unit wide and shall be used in determining priorities in all matters.
- 14.02 Loss of Seniority - An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off, leave of absence for Union business, or leave of absence approved by Employer. An employee shall only lose his/her seniority in the event:
- (a) He/she is discharged for just cause and is not reinstated.
  - (b) He/she resigns.
  - (c) He/she is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible.
  - (d) He/she fails to return to work within seven (7) calendar days following a lay-off 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/her current address.
  - (e) He/she is laid off for a period of longer than two years.

- 14.03 Transfers and Seniority Outside Bargaining Unit - No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside the bargaining unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, for a period not to exceed one (1) year from the date of the appointment but will not accumulate any further seniority. If such an employee later returns to the bargaining unit, he/she shall be placed in a job consistent with his/her seniority. Such return shall not result in lay-off or bumping of an employee.
- 14.04 Probationary Employees - Newly hired employees shall be considered on a probationary basis for a period of four hundred and eighty (480) hours from the date of hiring. During the probationary period, full-time 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 procedure, unless the Union claims discrimination as noted in Article 4 as the basis of termination. Part-time employees shall be entitled to the benefits specified in this Agreement.
- 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, TRANSFERS AND STAFF CHANGES**

- 15.01 Job Postings: In all vacancies occurring due to a resignation, discharge or new positions created in the bargaining unit, the Employer shall immediately send a copy to the Recording Secretary of the Union and post notice on all bulletin boards for a minimum of one week so that all members will know about the vacancy or new position. Within twenty-one calendar days of the close of competition, the name of the successful applicant shall be posted. Employees on vacation shall be notified of the posting. All reasonable and practical measures will be taken to inform employees of posting in their absence.
- 15.02 Information on Postings - Such notice shall contain the following information: nature of position, education required, experience, skills and salary. These qualifications may not be established in an arbitrary or discriminatory manner.
- 15.03 Methods of Making Appointments - The Employer will first consider all internal applicants. Appointments shall be made of the applicant who possesses the required experience and skills, taking into account client and situational factors for the position. Seniority shall be the determining factor in deciding between two or more qualified applicants, based on the above qualifications. Should there be no qualified applicant; the Employer may fill the job from outside the bargaining unit.

- 15.04 Trial Period for Employees who have completed the Probationary Period - The successful applicant shall be placed on trial for a period of two (2) calendar months. Conditional on satisfactory service, such trial period shall become permanent after the period of two (2) calendar months. In the event the successful applicant proves unsatisfactory in the position 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 position without loss of seniority and former wages or salary. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position without loss of seniority and former wages or salary.
- 15.05 Union Notification - The Employer shall send a letter to the Recording Secretary of the Union advising of all appointments, hirings, layoffs, transfers, recalls and terminations of employment of all employees covered by this Agreement, monthly.
- 15.06 When an employee, who has become incapacitated by a handicap, an illness, advancing years or temporary disability, is unable to perform his regular duties, the Employer will make every reasonable effort to relocate the employee in a position or job consistent with his/her disability, incapacity or age. The Employer shall not displace any other employee, except a probationary employee, from his/her position in order to effect this relocation.

## **ARTICLE 16 - LAY-OFFS AND RECALLS**

- 16.01 A lay-off shall be defined as a reduction in the work force arising from a shortage of work or a reduction in the hours of work.
- 16.02 In the event of a lay-off, the Employer agrees to lay-off employees in the reverse order of seniority.
- 16.03 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.
- 16.04 The Employer agrees to recall all employees on lay-off before new employees are hired.
- 16.05 Notice of Lay-off - The Employer shall notify employees who are to be laid off two (2) weeks before the lay-off is to be effective. If the employee laid off has not had the opportunity to work his/her usual number of hours after notice of lay-off, he/she shall be compensated for wages lost for that period during which work was not made available. Where the employee resigns his/her position, he/she shall give the Employer two (2) weeks notice of such resignation in writing, if possible.
- 16.06 Grievance on Lay-off - Grievances concerning lay-off shall be initiated at Step 2 of the grievance procedure.

- 16.07 Letter of Reference - Employees shall be given a letter of reference on termination of employment, if requested.

## **ARTICLE 17 - HOURS OF WORK**

- 17.01 (a) Hours of Work - The hours of work for full time employees shall be forty (40) hours per week averaged over a 2 week period for Phase I and Phase II.
- (b) No employee shall work in excess of seven (7) consecutive days unless by mutual agreement.
- (c) All full-time and part-time employees shall be entitled to one thirty (30) minute paid rest period for each five (5) hours of work completed, to be used when convenient to the operation.

When a full-time employee is on an approved leave of absence, the senior part-time employee will be scheduled to fill the vacancy; that is, hours of work, scheduled days off and rate of pay. In the event that the part-time employee fills in for the full time employee for a continuous period of **four** weeks or more, they will be entitled to vacation, sick and statutory benefits at the full time rate. This will commence **as soon as the part-time employee assumes the position of the full-time employee**. The Employer will fill the position at the beginning of the next schedule or sooner. The Employer will notify in writing the commencement and finish date of the temporary position.

- (d) The Employer will offer preferable call-in hours to all employees, in order of seniority when posting a new schedule. When rescheduling the hours of work for all employees, these are not to exceed eighty (80) hours averaged over a two (2) week period.

### **17.02 Hours of Work Schedule**

- (a) A work schedule for all employees, stating the days and shifts of employee's hours of work and his/her scheduled days off shall be posted two (2) weeks in advance on a designated bulletin board. If possible, an employee requesting days off shall notify the Employer at least two (2) weeks prior to the start of the posted schedule.
- (b) The Employer agrees to make every effort to eliminate present split shifts where such exist and no new split shifts will be created where none exist now unless mutually agreed upon.

- (c) The Employer shall make every effort to provide employees in order of seniority at Phase I and Phase II, every second weekend off.
- (d) The Employer shall not alter a posted schedule without prior consultation with affected employees.

## **ARTICLE 18 - OVERTIME**

### **18.01 Overtime Defined**

- (a) All work performed while on vacation or on days off shall constitute overtime.
- (b) All work performed in excess of the regular hours of work, as defined in Article 17.01, shall constitute overtime.

18.02 Compensation for Overtime - Payment of an overtime premium at the rate of one and one-half (1 1/2) times the employee's regular rate of pay for time so worked.

18.03 No Lay-off 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**

- (a) Part-time employees working more than forty (40) hours per week, averaged over a two (2) week period, shall be entitled to compensation as in Article 18.02.
- (b) No employee shall work in excess of seven (7) consecutive days except by mutual agreement.

18.05 Overtime shall be offered to the employees in order of seniority.

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

## **ARTICLE 19 - HOLIDAYS**

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

New Year's Day	New Brunswick Day
Good Friday	Remembrance Day
Labour Day	Victoria Day
Thanksgiving Day	<b>July 1</b>
Christmas Day	<b>Easter Monday</b>

**\* Boxing Day – in lieu of Boxing Day, the parties agree employees shall have the first Monday of June off each year.**



## 19.02 Holiday Pay

### (a) Full-time employees

- (i) If a holiday falls on an employee's scheduled day off, he/she shall be given an alternate day off with pay. If an employee is scheduled to work on a holiday, he/she shall be paid time and one-half (1-1/2) the regular rate for all hours worked plus an alternative day off with pay, as provided in Article 19.01.
- (ii) The alternate day off will be granted only upon completion of the probationary period. This day can be accumulated and used by the employee along with his/her vacation days allotted to him/her.

- (b) Part-time employees - If an employee is scheduled to work on a holiday, he/she shall be paid time and one-half (1-1/2) the regular rate for all hours worked and receive pay at the rate of pay for the averaged day worked at his/her regular rate of pay up to eight (8) hours. If the holiday falls on the part-time employee's day off, he/she shall be paid for the averaged day worked at his/her regular rate of pay.

19.03 Holidays on Day Off - When any of the above noted holidays fall on an employee's day off, the employee shall receive another day off with pay.

## **ARTICLE 20 - VACATION**

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

- (a) Two (2) years or less shall be entitled to vacation of eighty (80) hours with pay at his/her regular rate.
- (b) More than two (2) years but less than eight (8) shall be entitled to vacation of one hundred and twenty (120) hours with pay at his/her regular rate of pay.
- (c) More than eight (8) years but less than twelve (12) shall be entitled to vacation of one hundred and forty (140) hours with pay at his/her regular rate of pay.
- (d) Twelve (12) years or more shall be entitled to one hundred and fifty (150) hours with pay at his/her regular rate.

Each full-time employee will carry over forty (40) hours of vacation credits to the subsequent year. Any unused vacation from the current year (not including the forty (40) carried over) shall be paid out by the Employer in the last pay period of the fiscal year at the employee's regular rate of pay.

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

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

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

The Employer shall post, no later than April 1 of each year, a list on which employees will indicate their choice of vacation. The Employer will make every reasonable effort to grant chosen vacations. It is recognized that final decision making concerning scheduling of vacations resides with the Employer.

If possible, an employee requesting vacation days off shall notify the Employer at least three (3) weeks prior to the posting of the schedule.

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 Employer is given fifteen (15) days notice.

20.06 Vacation Year - The vacation year shall be from April 1 to March 31. Vacation shall not be carried over to the next year unless approved by the employer.

20.07 An employee hospitalised or sick at home for three (3) consecutive days or more during his/her vacation period will qualify for use of sick leave credits upon presentation of a Doctor's certificate, providing the Employer is notified within a reasonable time. The portion of his/her vacation, while the employee was hospitalised or sick shall be rescheduled later.

20.08 (a) A permanent part-time employee who has completed his/her probationary period and who has seniority of:

(i) Three (3) years or less shall be entitled to vacation time as follows: for every twenty-six (26) hours worked, they will receive one (1) vacation hour or receive 4% vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(ii) More than three (3) years but less than eight (8) shall be entitled to vacation time as follows: for every twenty-two (22) hours worked, they will receive one (1) vacation hour or receive 4.75% vacation pay for all hours worked on their weekly

cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(iii) More than eight (8) years but less than twelve (12) years shall be entitled to a vacation time as follows: for every seventeen (17) hours worked, they will receive one (1) vacation hour or receive six percent (6%) vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(iv) Twelve (12) years or more shall be entitled to vacation time as follows: for every fifteen (15) hours worked, they will receive one (1) vacation hour or receive seven percent (7%) vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

20.08 (b) A Call-In employee who has completed his/her probationary period and who has seniority of:

(i) Three (3) years or less shall be entitled to vacation time as follows: they will receive 4% vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(ii) More than three (3) years but less than eight (8) shall be entitled to vacation time as follows: they will receive 4.75% vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(iii) More than eight (8) years but less than twelve (12) shall be entitled to vacation time as follows: they will receive 6% vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

(iv) Twelve (12) years or more shall be entitled to vacation time as follows: they will receive 7% vacation pay for all hours worked on their weekly cheques or shall be paid out in full four (4) times per year on the final pays in May, August, November and February. Employees must indicate their choice to the Employer by April 1.

20.08 (c) Probationary employees will receive 4% vacation pay on all hours worked on their weekly cheques

(d) Each permanent employee can carry over no more than forty (40) hours of vacation credits to the subsequent year.

## **ARTICLE 21 - SICK LEAVE PROVISIONS**

21.01 Amount of Sick Leave - All full-time employees in the bargaining unit shall accumulate sick leave credits at the rate of eight (8) hours per month of service up to a maximum of two hundred and forty (240) hours. **Permanent** part-time employees **shall have the option of using any accrued vacation hours to cover sick leave.**

21.02 All full-time employees commencing employment before the sixteenth of the month shall be eligible to accumulated sick leave credits for that month.

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

21.04 Investigation of Sick Leave - The Employer reserves the right to investigate any reported illness of an employee. If after investigation the Employer feels that there may be abuse of sick leave or if the illness is in excess of three consecutive working days, the employee may be required to submit proof of illness from a medical practitioner. Proof of illness, if required, shall be asked for during the illness.

21.05 Report of Illness - In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the Executive Director.

21.06 Sick Leave During Leave of Absence - When an employee is given leave of absence without pay for any reason or is laid off on account of lack of work for a period exceeding one half (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 of such leave or lay-off, 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.

21.08 The absence of any employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits. The employee shall be allowed to use sick leave while waiting for his/her application for Workers' Compensation to be processed or appealed.

- 21.09 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.
- 21.10 If an employee requests a leave of absence without pay for medical reasons, a certificate from a licensed medical physician as approved by the Employer may be required. The expense incurred for the certificate will be the responsibility of the Employer. The employee will continue to accrue seniority at the regular rate while out on medical leave of absence without pay for up to eighteen (18) months from the date of the leave. Their position will be held for this time period, but if they are unable to return to their own position at the end of eighteen (18) months, the position will be filled permanently with the next senior staff.
- 21.11 **Wellness Day** – All employees in the bargaining unit will be entitled to twenty-four (24) hours per fiscal year of unpaid wellness day credits.

## **ARTICLE 22 - LEAVE OF ABSENCE**

### **22.01 Union Business**

(a) Leave of absence, without pay, shall be granted upon request by any employee elected or appointed to represent the Union business, upon two (2) weeks notice to the Employer.

(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, if possible, two (2) weeks in advance.

22.02 **Bereavement Leave** - An employee shall be entitled to bereavement leave of three (3) consecutive days, terminating no later than one day after the funeral, without loss of salary in the event of the death of an employee's spouse, mother, father, children, **step-children**, brother, sister, in-laws, grandparents, **grandchildren** and live-in partner to attend the funeral or to attend to funeral arrangements.

22.03 **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 Executive Director at least three (3) months prior to the expected delivery date.
- (b) Maternity leave may be for a term of up to seventeen (17) weeks. 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. The remaining leave of up to fifteen (15) weeks shall be leave without pay.

- (c) An extension of maternity/parental leave shall be granted upon application by the employee to a maximum of thirty-five (35) weeks following delivery. The employee must request the extended maternity leave in writing at least two (2) weeks prior to the end of the 17 week maternity leave. An employee returning to work from maternity leave shall be reinstated in her previously held position with accumulated seniority.
- (d) Benefit premiums shall be paid by the Employer on behalf of the employee during the period of non-paid maternity leave. Following return to duty, the employee will reimburse the Employer for the benefit premiums paid on her behalf in accordance with the cost-sharing proportions.
- (e) At least ten (10) working days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intention regarding her return.

#### 22.04 Adoption/Parental Leave

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

22.05 Paternity Leave - A full-time employee shall be entitled to two (2) days leave of absence with pay for the birth of his child. Such leave shall be taken within a reasonable time surrounding the birth.

22.06 Jury Duty - The Employer shall grant leave of absence, without loss of seniority, to an employee who served as a juror. The Employer shall pay such an employee the difference between his normal earnings and the payment he/she received for jury service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

22.07 General Leave - The Employer shall grant leave of absence, without pay and without loss of seniority, to any employee requesting such leave for good sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unjustly.

22.08 Inclement Weather - All employees, 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 permitted to replace

that day by accumulated statutory holiday, accumulated vacation, accumulated overtime or by working on one of his regular days off or statutory holiday if staffing patterns permit.

22.09 Family Responsibility Leave – The Employer shall grant leave of absence, without pay and without loss of seniority, of up to three (3) days during a twelve (12) month period to any employee who requests leave for purposes related to the health, care or education of a person in a close family relationship with the employee.

22.10 Compassionate Care Leave – The Employer shall grant leave of absence without pay and without loss of seniority, for up to eight (8) weeks to any employee who requests the Employment Insurance (EI) Compassionate Leave. This shall be granted to employees requiring leave to provide care and support to family member(s) who have a serious medical condition carrying with it a risk of dying within twenty-six (26) weeks.

## **ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

- (a) The Employer shall pay salaries weekly, every Wednesday, in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages and deductions.
- (b) When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.
- (c) On a normal pay day, cheques are to be made available at by 12:00 noon. The Employer promises to develop a system for Employees to have reasonably safe and easy access to their cheques.
- (d) All employees upon completion of the probationary period as per Article 14.04 shall be paid for all the hours worked during the orientation period.

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

### **23.03 Travel Expenses**

- (a) All employees required to use their vehicle to transport clients shall receive compensation at a rate equal to the rate per km of the Provincial Travel Policy.
- (b) Any damage to an employee's vehicle by the residents, not covered by the insurance, shall be borne by the Employer.

- (c) 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 the alternate transportation.

- 23.04 Educational Allowance - The Employer will pay up to one hundred (\$100) dollars per employee per calendar year towards **any** mandatory courses. Mandatory courses are those required by the Employer, deemed mandatory by the Department or otherwise required 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 which are successfully completed. Employees taking a mandatory course will accumulate seniority for any permanent hours lost that cannot be rescheduled. **The Employer further agrees to make every effort to access courses that would enhance the ability of employees with regards to performing their duties in a safe and effective manner.**
- 23.05 Shortage in Pay - Any shortage in pay shall be issued by the Employer within three (3) days of notification of the shortage, if requested by the employee.
- 23.06 Taxi Allowance - When an employee is called in to work when not scheduled between 11:30 p.m. and 7:00 a.m., transportation service to and from the home of the employee shall be provided by the Employer to a maximum of \$10.00 per trip.
- 23.07 The Employer will reimburse employees for the cost(s) of any employment-related security or criminal checks required for continued employment. This shall not include any checks required for initial employment.
- 23.08 Flu Shots – The Employer shall pay the cost of flu shots once a year for all employees who request it.

## **ARTICLE 24 - WELFARE AND PENSION PLANS**

- 24.01 (a) Health Plan – The Employer agrees to provide all full-time and permanent part-time employees the present medical, hospital and dental coverage plan. This plan shall continue in effect during the term of this Agreement with the present Employer/employee sharing the cost of premiums on a 50/50 basis.
- (b) Life Insurance Plan – The Employer agrees to provide all full-time and permanent part-time employees the present Life Insurance Plan. This plan shall continue in effect during the term of this Agreement with the employee paying the full cost of the premiums.
- 24.02 The Employer agrees to deduct from employees who wish to enrol in the Group R.R.S.P. administered by Investors Group, 4% or more of the employee's regular wages. Employees may change their rate of contributions once each year on February 1<sup>st</sup>.



## **ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION**

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

## **ARTICLE 26 - SAFETY AND HEALTH**

26.01 Both parties agree that the N.B. *Occupational Health and Safety Act* shall apply to this Agreement. The employee shall be paid at his/her regular rate of pay for all hours spent meeting or attending seminars *as approved by the Employer*.

## **ARTICLE 27 - JOB SECURITY**

27.01 The Employer agrees that no employees of the bargaining unit shall be laid off or suffer reduction of hours of work or benefits due to the contracting out of work.

## **ARTICLE 28 - GENERAL CONDITIONS**

28.01 Bulletin Boards - The Employer shall maintain a bulletin board at each residence.

## **ARTICLE 29 - COPIES OF AGREEMENT**

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

## **ARTICLE 30 - TERM OF AGREEMENT**

30.01 Term of Agreement - This Agreement shall be binding and remain in effect from **April 1, 2015 to March 31, 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.

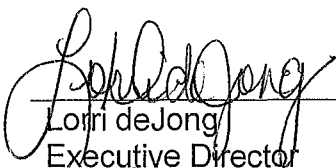
30.04 Successor's Rights - This Agreement shall be binding not only to the parties hereto, but also upon their successors or assigns. In the event that the Employer changes during the life of this Agreement, the present Employer agrees to make such necessary arrangements with the new employer that will guarantee the continuation of the terms of this Agreement until a new agreement with the new employer can be negotiated.

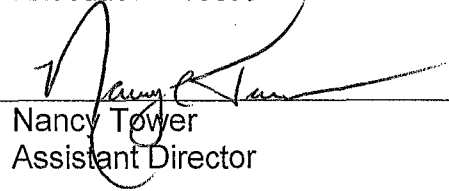
IN WITNESS WHEREOF, the parties have signed this 12 day of July 2016.

**FOR THE EMPLOYER**

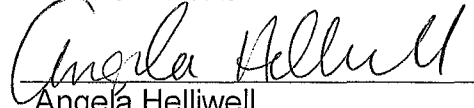
  
Richard Cummings  
President of Board of Directors


  
Graeme Leslie  
Treasurer of Board

  
Lorri deJong  
Executive Director

  
Nancy Tower  
Assistant Director

**FOR THE UNION**

  
Angela Helliwell  
President CUPE Local 3457

  
Jennifer Humphries  
Secretary-Treasurer CUPE Local 3457

  
Angela Seward  
Vice-President CUPE Local 3457

## SCHEDULE "A"

SCHEDULE "A" WAGES				
	March 31, 2015	April 1, 2016	April 01, 2017	March 31, 2018
Residential Support Worker Probationary	\$10.55	\$12.80	\$12.80	\$12.80
Residential Support Worker Call-In	\$10.65	\$14.80	\$14.80	\$14.80
Residential Support Worker Part-Time	\$10.80	\$14.80	\$14.80	\$14.80
Residential Support Worker Full-Time	\$13.38	\$14.80	\$14.80	\$14.80
Residential Support Worker Supervisory	\$15.03	\$16.06	\$16.06	\$16.06

NOTE: The Employer agrees to pay each employee a signing bonus of \$200. Employees who are on probation shall receive the \$200 bonus upon completion of their probationary period.

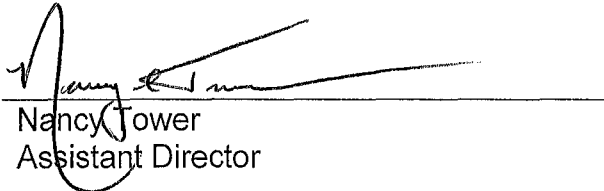
NOTE: Add Pay Equity – The Employer agrees to incorporate any applicable pay adjustments as determined by the Wage Gap Initiative within sixty (60) days of the funding being received. This will be retroactive as determined by the Wage Gap Initiative.

**LETTER OF AGREEMENT**  
**between**  
**OROMOCTO COMMUNITY RESIDENCES INC.**  
**and**  
**CUPE LOCAL 3457**  
**Increased Funding**

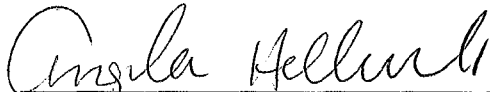
Should Oromocto Community Residences Inc. receive additional funding from the Provincial government that is not designated specifically to another area of the budget by the government, the Employer agrees to re-open Schedule "A" – Wages of the agreement. Any new wage rate will be retroactive to the date of the increase.

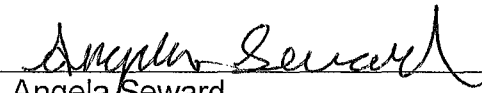
**FOR THE EMPLOYER**

  
Lorry deJong  
Executive Director

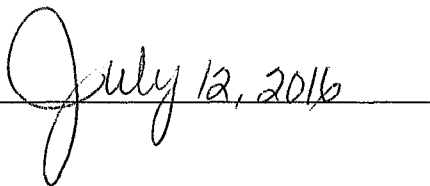
  
Nancy Tower  
Assistant Director

**FOR THE UNION**

  
Angela Helliwell  
President, CUPE Local 3457

  
Angela Seward  
Vice-President, CUPE Local 3457

DATED: \_\_\_\_\_

  
July 12, 2016

**LETTER OF AGREEMENT**  
**between**  
**OROMOCTO COMMUNITY RESIDENCES INC.**  
**and**  
**CUPE LOCAL 3457**

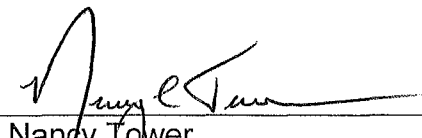
**Continued Benefits while on Approved Leave of Absence**

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

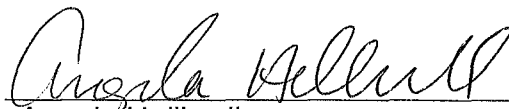
- a. On the request of an employee, payroll deducts advanced payments for a period equal to the approved leave of absence.
- b. Accept post dated cheques from the employee for the period of the approved leave of absence. In the event a NSF cheque should result, the employee benefit shall be suspended within 30 days and all charges accrued, paid by the employee.
- c. Pay employees share of the benefits, up to a period of six months. The employee shall then reimburse the employer all monies paid by a mutually agreed upon method or such benefit will be suspended.

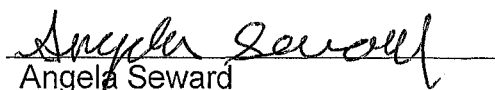
**FOR THE EMPLOYER**

  
Lorri deJong  
Executive Director

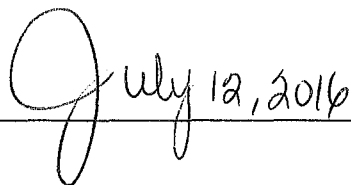
  
Nancy Tower  
Assistant Director

**FOR THE UNION**

  
Angela Helliwell  
President, CUPE Local 3457

  
Angela Seward  
Vice-President, CUPE Local 3457

DATED: \_\_\_\_\_



## OROMOCTO COMMUNITY RESIDENCES INC.

932 Waasis Road

Oromocto, N. B. E2V 2P2

### **JOB DESCRIPTION** **RESIDENTIAL SUPPORT WORKER**

#### A. Rules of Conduct:

As an employee of Oromocto Community Residences Inc., you are responsible for carrying out all general rules of conduct as they apply to your work position. These rules are as follows:

- 1) **CONFIDENTIALITY:** All employees are to maintain strict confidentiality in all areas of your work both inside and outside of the residence.
- 2) **LANGUAGE:** All employees must refrain from making a habit of using socially inappropriate or demeaning language to or around the residents of Oromocto Community Residences Inc.
- 3) **INTERACTION WITH RESIDENTS:** All employees are required to interact with the residents in a manner that promotes dignity, growth, and respect. This includes acting in an age-appropriate, non-authoritative manner. Corporal and verbal punishment will not be used, nor will locked time out rooms. Non violent Crisis Prevention techniques will be used to defuse crisis situations.

#### B. Duties of Residential Support Worker:

- 1) Be responsible for the safety of the residents in case of fire, illness, or any other emergency situation that may arise.
- 2) Carry out the programs in a consistent manner as specified and required for each particular shift such as:
  - a) Teach, train, and support the residents in all areas of activities of daily living (residentially, medically, in the community and with their family). Residents should be encouraged, and supported to do as much as possible for themselves; if they are unable to do so - staff will carry out the tasks. This includes grocery shopping, personal (residents) shopping, meal preparation, laundry, the care and cleaning of the residence, upkeep of the lawn and property, furniture and appliances, personal belongings, and hygiene (including toileting and menses).
  - b) Promote and maintain an atmosphere conducive to socialization among the residents, both within the residential living environment and the community at large; and teach proper conduct and behaviour applicable to each situation.

- c) Take residents on outings in the community, or on vacation. This may mean a staff has to take a resident to a place where the staff would not normally go him/herself. (e.g. to a church of a different denomination, to a pub, etc.).
- d) Ensure medication as prescribed is taken by the residents and keep record of what medication was taken.

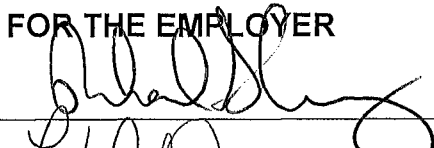
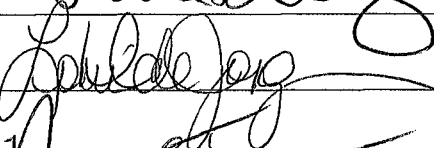
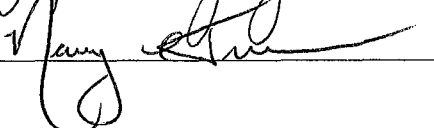
3) Other Responsibilities:

- a) Keep up to date on all changes in resident's case histories, information in log books, changes in programs, changes in routines, house policies, staff meeting minutes, and OCRI policies.
- b) Be properly prepared for all meetings; (ISP'S, with health or other professionals, with family, case managers, staff meetings, etc.). Ensure you know all the relevant information of the person you are discussing.
- c) Write up, record, chart and graph accurately all residents programs. Complete daily documentation in the Binders or Daily Log.
- d) Ensure medical, dental, and mental health problems are looked after. Provide the professionals with accurate information and deal with them in a professional manner.
- e) Enter any financial information in the appropriate places.

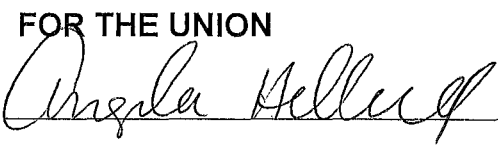
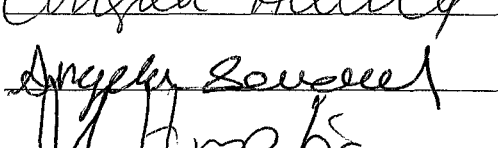
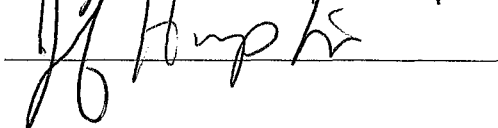
C. Education

Employee must meet the training and education standards for employment in Level III and IV Adult Residential Services as set by the NB Department of Health and Community Services.

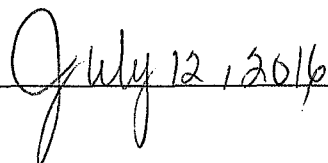
FOR THE EMPLOYER

FOR THE UNION

Date:



**OROMOCTO COMMUNITY RESIDENCES INC.**

**932 Waasis Road**

**Oromocto, N. B. E2V 2P2**

**JOB DESCRIPTION**

**RESIDENTIAL SUPPORT WORKER – SUPERVISORY**

This classification is a working supervisor classification. The employee in that classification will be performing all the duties of a full time Residential Support Worker (those duties listed in the RSW job description) and will have, in addition, the following supervisory duties:


- Provide staff orientation.
- Maintain Logbook. This would include updating charts, filing and organizing the book.
- Program writing and implementation.
- Setting up, planning and preparing notes for Individual Service Plan (ISP)
- Instruct staff on all areas of programming, behaviour modification and other job related aspects of Oromocto Community Residences Inc. (OCRI)
- Promote consistency in all areas of service delivery.
- Report to Management any conflict/activity that is not consistent with the philosophy of OCRI and that cannot be resolved using other means.

The successful applicant will be required to be a full-time Residential Support Worker. The shifts will be predominantly day shifts (as per the collective agreement) plus office days as set out in the working schedule which may be used to attend to paperwork if required. The supervisor will be part of the regular shift rotation and so will remain available to the shift responsibilities if required. If additional office time is required, it may be approved through Management at a time that is convenient to the operating of the residences. The supervisor may be required to work within both homes. The supervisor will be required to do spot checks as are necessary as delegated by Management.

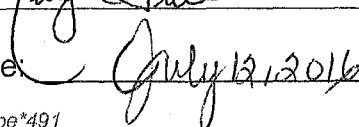
Each supervisor will be required to participate in the on-call (emergency) schedule rotation. This will consist of one (1) **week** per month. **This week will consist of Monday, Tuesday, Wednesday and Thursday evenings from 6:00 PM until 8:00 AM and from 4:00 PM Friday until 8:00 AM Monday.**

**FOR THE EMPLOYER**







Date:  July 13, 2016

II/cope\*491

**FOR THE UNION**

