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# COLLECTIVE AGREEMENT

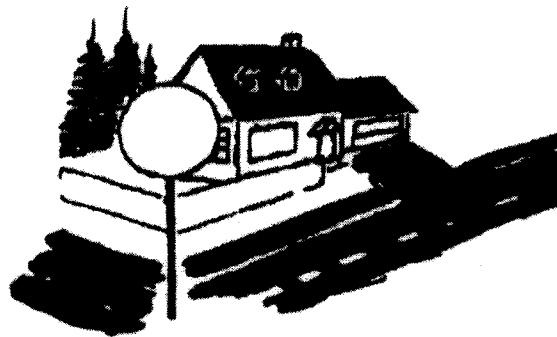
Between



CANADIAN UNION OF PUBLIC EMPLOYEES  
Local 3569

and

RESTIGOUCHE RESIDENTIAL AGENCY INC.  
CAMPBELLTON, N.B.



*An Inclusive Community for all*

(Effective – May 1<sup>st</sup>, 2011 to April 30<sup>th</sup>, 2015)

THIS AGREEMENT DATED 28<sup>th</sup> day DAY OF March, 2012

**BETWEEN:**

RESTIGOUCHE RESIDENTIAL AGENCY INC.,  
hereinafter referred to as

**"EMPLOYER"**

**AND:**

CANADIEN UNION OF PUBLIC EMPLOYEES  
LOCAL 3569, hereinafter referred to as

**"UNION"**

### ***PREAMBLE***

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer, and the employees and to set forth certain terms and conditions of employment.

And further to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, encourage efficiency in operations and to promote the morale, well-being and security of all employees in the bargaining unit.

The employer and the employees agree that the employer is a non-profit organization.

To consider the philosophy, goals and objectives of community integration, family or advocate involvement and of the Restigouche Residential Agency Inc. as the paramount concern of both parties.

The parties to this agreement agree that the Employer must adhere to all laws, standards, acts and regulations or funding allocated may be denied.

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

- 1.01 Management Rights - The union recognizes that it is the right of the employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this agreement. The question of whether any of these rights is limited by this agreement shall be decided through the grievance and arbitration procedure.

- 1.02      No Discriminatory - The employer shall exercise its rights in a fair and reasonable manner. The management rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employee of his/her employment, except through just cause.
- 1.03      The Employees - The employees shall perform their duties in a fair and reasonable manner. The employees shall not perform their duties in a discriminatory manner toward the clients.
- 1.04      (a)      Both Parties: Both parties recognize that the Human Rights Act of New Brunswick applies to this agreement.
- (b)      Clients' Rights: Nothing in this agreement shall interfere, harm or impede the rights of the clients who are served by the Agency.

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

- 2.01      Bargaining Unit - The Employer recognizes the Canadian Union of Public Employees, Local 3569, 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, other than team leaders and students, whose jobs are not in the bargaining unit shall not work at any jobs which are included in the bargaining unit except for purpose of instructions, training, or in emergencies when regular employees are not available and provided that the act of performing the aforementioned operations, itself does not reduce the regular hours of work or pay of any employee.
- 2.03      It is recognized by both parties that team leaders are sometimes called upon to perform work of the bargaining unit.
- 2.04      No Other Agreements - No employees shall be required or permitted to make a written or verbal agreement with the employer or his representative, which may conflict with the terms of this collective agreement.

### **ARTICLE 3 - DEFINITIONS**

- 3.01 (a) Bulletin Board - Shall be located at the head office of the employer, presently located at 6 Union Street, Campbellton, New Brunswick.
- (b) Report Book - The report book (under section "communication") will be used as communication tool between union & members and also for the employer to communicate meetings with the employees upon the approval of the administration. Reference to all job postings will be marked in that section.
- 3.02 Employee - For the purpose of this agreement, shall mean all persons within the bargaining unit employed by the employer. These employees are classified as Support Workers II and III and may be subdivided into the following categories:
- (a) Full-time employees means all employees who work a normal workweek as defined in Article 16 (Hours of Work).
- (b) Part-time employees shall mean all employees who work less than a normal workweek as defined in Article 16 (Hours of Work).
- (c) Probationary employees, are newly hired persons on a trial basis to determine their qualifications according to article 14.03 before being hired to the permanent staff. On completion of six (6) calendar months of employment, the employer reserve the right to extend a further three (3) calendar months period for a total of nine (9) calendar months, providing the employer reviews with the employee the reasons for such further extension. After the successful completion of such probation period, the employee shall become full-time or part-time.
- (d) Permanent part-time employee means an employee who has been appointed to a permanent part-time position. Permanent part-time employees shall receive the wage rates, seniority credits, sick leave credits, vacation and Holidays on a pro-rata basis of the regular scheduled hours as per job posting and be eligible for the collective insurance package.
- 3.03 Client - Client means persons who have contracted with Restigouche Residential Agency Inc. for service.
- 3.04 Head Office - Means the administrative offices of the Restigouche Residential Agency Inc. presently located at 6 Union Street, Campbellton,

New Brunswick.

- 3.05      Holiday - Means the twenty-four (24) hour period commencing at 0001 hours of a calendar day designed as a Holiday in this agreement.
  
- 3.06      Lay-off -Means for the purpose of this agreement a reduction in the work force arising from a shortage of work, but retaining all recall rights in accordance with Article 15.
  
- 3.07      Notice - Means notice in writing which is hand delivered or delivered by registered or certified mail, or in pay check.
  
- 3.08      Residences - Means private dwellings belonging or leased by the clients and managed by the employer and is to be considered as private property belonging to the clients.
  
- 3.09      Schedule - Means document enclosed with employees' pay specifying assignments for a two (2) week period for part-time employees and six (6) week period for full-time employees. The work schedule for all employees will be posted on the Bulletin Board located at 6 Union Street.
  
- 3.10      Temporary Employee - Means a person, including student who is employed for a specified period or for the purpose of performing specific work and who may be laid off at the end of such period or following the completion of such work.
  
- 3.11      Vacancy - Means any positions inside and outside the bargaining unit the employer requires to be filled by either permanent or part-time employees.
  
- 3.12      Sick leave - For the purpose of this agreement, means the period of time an employee is permitted to be absent from work with pay by virtue of being sick or disabled or because of an accident for which compensation is not payable under the Workers' Compensation Act.
  
- 3.13      Promotion - Is a change from one (1) classification to another classification or a lateral transfer, for which a higher pay scale applies.
  
- 3.14      Secondary Employer - Refers to person(s), agency(ies), corporation(s), company(ies) who may employ a client of the employer and who set their own term & conditions of employment.
  
- 3.15      Family or Advocate - Shall refer to the family or advocate of the client of the agency that may assist the employees and employer from time to time, in decision affecting the client.

- 3.16 Grievance - Means a dispute or difference of opinion concerning any of the following:
- (a) The interpretation of alleged violation of any clause in this agreement;
  - (b) Disciplinary action resulting in dismissal, suspension, or a financial penalty;
  - (c) The interpretation, application, administration or an alleged violation of the agreement, including any question as to whether a matter is arbitrable (Section 55 I.R.A.)
- 3.17 Seniority - Is the length of service with the employer and shall commence from his/her first shift. Overtime is excluded from the calculation of seniority time. One year of service is equal to 2080 hours paid. Service includes unpaid leaves for union business.
- 3.18 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.
- 3.19 Common law spouse - Means a person who has continuously lived with the employee for a period of at least one year in a common law capacity.

#### **ARTICLE 4 - MAINTENANCE OF MEMBERSHIP**

- 4.01 All employees of the employer, excluding temporary employees and students, who are presently members of the union, shall continue to be members of the union as a condition of employment.
- 4.02 All future employees shall become members of the union as a condition of employment.

#### **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5.01 Check-Off - The employer shall deduct union dues every two weeks from every employee in accordance with the union Constitution and/or By-Laws and owing by him/her to the union commencing with the first pay period following the date of hiring.
- 5.02 Deductions shall be made from the payroll every two (2) weeks, and shall

be forwarded to the secretary-treasurer of the union once a month, accompanied by a list of names, regular wages, classifications, and the amount of deductions from each employee from whose wages the deductions have been made.

5.03      The Employer and the Union shall acquaint new employees The parties agree to co-operate and acquaint new employees with the conditions of employment and the fact that an agreement is in effect. The employer agrees to notify the president of the local union of the name, address, telephone number, position, rate of pay and location of each new employee on the next pay period following their date of employment.

5.04      The Union shall provide new employees with copies of the collective agreement.

5.05      The Employer shall indicate, on each employee's T-4 slip the amount of dues paid by the employee during the previous year.

## **ARTICLE 6 - CORRESPONDENCE**

6.01      All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the employer and the president of the union, unless expressly provided otherwise.

## **ARTICLE 7 - LABOUR MANAGEMENT COOPERATIONS COMMITTEE**

7.01      Establishment of Committee -The parties to this agreement recognize the benefits, which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of an equal number of management and union representatives and shall prescribe its terms of reference subject to Article 7.02. Regular meetings shall be held every second month.

7.02      Jurisdiction of Committee - The committee shall review employees' benefits plans and safety conditions, and shall make joint recommendations to both the employer and membership. Such recommendations are only recommendations and shall not be binding on either party. Further the committee shall not have jurisdiction over wages and any other matter of collective bargaining including the administration of the collective agreement.

- 7.03      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 discussion. The committee shall have the power to make recommendations to the union and the employer with respect to its discussions and conclusions.
- 7.04      The employer shall grant time off work with pay to employees, who are members of Labour-Management Committee, to meet with the employer provided that the meeting is scheduled during an employee's regular shift.

#### **ARTICLE 8 - LABOUR MANAGEMENT BARGAINING RELATIONS**

- 8.01      Representation - The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the Bargaining Unit. No employee or group of employees shall undertake to represent the union at meetings with the employer without the proper authorization of the union.
- 8.02      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 9 - GRIEVANCE PROCEDURE**

- 9.01      Election of Stewards - In order to provide for the settling of grievances, the employer acknowledges the rights of the union to appoint or elect steward.
- 9.02      Names of Stewards - The union shall notify the employer, in writing, of the names of steward before the employer shall be required to recognize him/her. Any changes in the steward personnel shall be given to the employer promptly. Duties of the shop steward shall be to assist any employee in the preparation and presentation of his/her grievance in accordance with the grievance procedure.
- 9.03      Servicing Grievances - No steward shall leave his/her work without first obtaining permission from his/her team leader. He/she must report to the said team leader when returning to work. Investigations of grievances will be conducted outside the steward working hours. And further, the steward



will not hamper the daily routine of a client while conducting his/her investigation.

- 9.04      Union Representative - An accredited representative of the union shall have access to the employer's premises for the purpose of assisting in the service of a grievance, provided that permission of the employer's representative is first obtained. Such permission shall not be unreasonably withheld.
- 9.05      Permission to leave work - The employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this article. The union recognizes that each steward is employed by the employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her supervisor, which permission may be given within an hour.
- 9.06      A Steward may not be absent from his/her shift for more than one (1) hour for the purpose of investigating a grievance, providing he/she can be replaced.
- 9.07      Settling of Grievances - It is understood that any employee who has a potential grievance or complaint shall be encouraged to first discuss the potential grievance or complaint with the director in the presence of his steward or designate, to settle the potential grievance or complaint. 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 9.07 above, then within twenty (20) working 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 director in writing. The director shall render his/her decision, in writing, within ten (10) working days from the receipt of the grievance.
- STEP 2:      Failing satisfactory settlement under step 1, the union may, within thirty (30) working days of receiving the director's decision as outlined in Step 1, refer the dispute to arbitration as provided for in article 10.

- 9.08 Grievance Mediator - It is agreed that in order to resolve the grievance referred to arbitration except for grievances related to suspension, discharge or lay-offs, the appointment of a grievance mediator may be requested from the Department of Post-Secondary Education, Training and Labor, upon mutual agreement of the parties. Failing to a satisfactory settlement, the grievance shall be referred to arbitration.
- 9.09 Technical Objections to Grievances - No grievance shall be defeated or denied by a technical objection. An arbitration board shall have the power to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **ARTICLE 10 - ARBITRATION**

- 10.01 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 this agreement, indicating the name of its nominee to the arbitration board. Within fifteen (15) days thereafter, the other party shall answer, by registered mail, indicating the name and address of its nominee to the arbitration board. The two arbitrators shall then meet to select an impartial chairperson.
- (a) If the parties agree, the board of arbitration may consist of a single arbitrator.
- 10.02 Failure to Appoint - If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within ten (10) days of appointment, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.03 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 differences or allegations and render a decision.
- 10.04 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 chairperson shall be final and binding and enforceable on all parties, but in no event shall the board of arbitration have the power to change this agreement or to alter, modify, or amend any of its provisions. However, the board shall have the power to dispose of any discharge or a discipline grievance by any arrangement, which, in its opinion, it deems just and equitable.

- 10.05      Disagreement on Decision - Should the parties disagree as to the meaning of the decision, either party may apply to the chairperson of the board of arbitration to reconvene the board to clarify the decision
- 10.06      Expenses of the Board - Each party shall pay:
- (a)      the fees and expenses of the arbitrator which it appoints;
  - (b)      one-half (½) of the fees and expenses of the chairperson or single arbitrator.
- 10.07      Amending of Time Limits - The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement between the parties.
- 10.08      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 to view any working conditions which may be relevant to the settlement of the grievance.
- 10.09      Attendance at Grievance or Arbitration Proceedings - An employee required to attend a grievance or arbitration procedure shall not suffer any loss of pay when required to leave his employment temporarily in connection with a grievance or arbitration procedures.

#### **ARTICLE 11 - NO STRIKES OR LOCKOUTS**

- 11.01      There shall be no strikes or lockouts during the term of this agreement.
- 11.02      In the event of a strike, legal or illegal, the union agrees and undertakes to limit all picketing at the employer's head offices located at 6 Union Street, Campbellton, New Brunswick.
- 11.03      The union agrees not to picket at the client's residences.

#### **ARTICLE 12 - DISCIPLINE, SUSPENSION AND DISCHARGE**

- 12.01      (a)      Warnings - Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow if such employee fails to bring his/her work up to a required standard by a

given date, the employer shall, within ten (10) days thereafter, give written particulars of such censure to the president of the union with a copy to the employee involved. Whenever the employer deems it necessary to censure an employee, it shall be done in the presence of a steward or a union officer in private.

(b) Disciplinary measure means any measure taken by the employer toward an employee, which lead to:

- i) a written reprimand
- ii) a suspension
- iii) a discharge
- iv) a financial penalty.

12.02 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.

12.03 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 to the former position held without loss of seniority, and shall be compensated for all time lost in an amount equal to his normal earnings during the pay period next preceding such discharge or suspension, or by any other 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.

12.04 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. However said personal file shall not be removed from the premises and shall be examined in the presence of an employer's representative.

12.05 A record of disciplinary action shall be removed from the file of an employee after the expiry of a period of eighteen (18) months. The employee shall have the opportunity to reply to any record of disciplinary action within 15 days.

**ARTICLE 13 - SENIORITY**

- 13.01 Seniority for the purpose of this agreement shall be the length of service with the employer, shall commence from his/her first shift and shall include service with the employer prior to the certification or recognition of the union, excluding overtime. One year of service is equal to 2080 hours paid. Service includes unpaid leaves for union business.
- 13.02 Seniority List - The Employer shall maintain a seniority list showing the current classification and the date upon which the employee's service commenced. Where two (2) or more employees commenced work on the same day, preference shall be in accordance with the time of the employee's shift commenced. Where two or more employees commence work on the same shift, seniority shall be in accordance with the date of application for employment. An up-to-date seniority list shall be sent to the union secretary in April of each year.
- 13.03 Loss of Seniority - An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, layoff, leave of absence for union business, or leave of absence approved by employer. An employee shall lose his/her seniority in the event:
- (a) He/she is discharged for just cause.
  - (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 layoff and after being notified by registered mail to do so.
  - (e) He/she is laid off for a period of eighteen (18) months according to article 15.02 (b).
  - (f) An employee under suspension shall not benefit from accumulation of seniority credit; unless the suspension is adjudged to be wrongful then the said benefit shall be reinstated.
  - (g) An employee who accepts a permanent full-time position outside the bargaining unit for six (6) months.

- 13.04      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, but will not accumulate any further seniority. If such an employee later returns within 6 months to the bargaining unit, he/she shall be placed in his/her previous job.
- 13.05      Probationary Employees - Newly hired employees shall be considered on probationary basis for a period of six (6) calendar months and upon review between the employer and employee, the employer may extend the probationary period a further three (3) months for a total of nine (9) months 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 procedure.
- 13.06      Orientation period - All new employees shall perform up to four (4) hours of orientation per residence basis. Such orientation period will be paid at the minimum wage and orientation shall be done by the team leaders or their delegates.

#### **ARTICLE 14 - VACANCIES, PROMOTIONS AND STAFF CHANGES**

- 14.01      Job Posting - In all vacancies occurring or new positions created in the bargaining unit, except in the event an employee is on recall (refer to Article 15.02 (b)) the employer shall immediately send a copy of the posting to the recording secretary of the union and post the position on all bulletin boards for a minimum of seven (7) calendar days so that all members will know about the vacancy or new position. Within fourteen (14) calendar days of the close of the competition, the name of the successful applicant shall be posted and the applicant's status shall be effective fourteen (14) calendar days of the close of the competition.
- 14.02      Information on Posting - Such notice shall contain the following information:
- (1)      Classification
  - (2)      Duties of position as per job description
  - (3)      Required qualifications as per job description, Standards and

Procedures for Adult Residential Facilities.

- (4) Hours of work
- (5) Salary rate

The purpose of removing "work location" from the job posting is to grant the employer the flexibility to assign an employee to work at different locations. However, this amendment will not affect the work location of permanent employees as of the signing of the collective agreement.

- 14.03 Method of Making Appointments - The employer agrees to first consider all internal applicants. Appointment shall be made provided the applicant concerned has the necessary qualifications, skills, ability, training and ability to relate and deal with persons who are developmentally disabled. Seniority will be one of the determining factors when making such appointments.
- 14.04 Promotion trial period for employees who have completed the probationary period The successful applicant shall be placed on trial for a period of two (2) months and a possible extension for two (2) months for a total of four (4) months conditional on a satisfactory service, such trial promotion shall become permanent upon successfully completing the trial period. If the employee finds himself/ herself unable to perform the duties of the new job, he/she shall be returned to his/her former position without loss of seniority and with former wages or salary. Any other employee promoted or transferred because of the rearrangement of position shall also be returned to his/her former position without loss of seniority and former wages or salary.
- 14.05 Union Notification - The employer shall send a letter to the secretary-treasurer and president of the union advising of all appointments, hiring, layoffs, transfers, recalls, and terminations of employment of all employees covered by this agreement, monthly.
- 14.06 When an employee, who has become incapacitated by a handicap, an illness, advancing years, or temporary disable, is unable to perform his regular duties, the employer will make every reasonable effort to relocate the employee in a position or job consistent with his disability, incapacity, or age. The employer shall not displace any other employee, except a probationary employee, from his position in order to effect this relocation. The employer will not be required to create a position in order to realize relocation within the bargaining unit.
- 14.07 In the event a permanent employee is on an extended leave for a total

period of three (3) months or more (sick leave, education leave, change of schedule or change in work location), the employer shall post the position on a temporary basis for a minimum of one (1) week to all members. Within five (5) days of the close of the competition, the employer shall appoint the successful candidate. The employer shall take seniority and classification into consideration.

A permanent employee on an extended leave shall notify the employer of his return at least two (2) weeks prior to his return to work.

## **ARTICLE 15 - LAYOFFS AND RECALLS**

15.01      Seniority in lay-offs - Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority. An employee about to be laid off may bump any employee with less seniority, providing the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

In the event of a lay-off, permanent employees will be awarded permanent part-time status for a period of eighteen (18) months.

In the event a laid off employee continues to work thirty (30) or more hours per week, he shall be entitled to continue his coverage of the collective insurance package.

15.02      (a)      When recalling employees after layoff, those last laid off within the employee's classification will be first to be recalled within his/her classification provided that the said employee meets the qualifications as set out in article 14.03.

(b)      Retention of Seniority on Lay off

In the event an employee is laid off, he will not lose his seniority for the purpose of recall, if recalled by the employer within eighteen (18) months after his lay off.

The laid off employee will be placed on the part-time list and called according to seniority. While on recall, the employee shall maintain his benefits. Should a vacancy occur or a new position created, the senior laid off employee shall be offered the position.



The senior laid off permanent employees shall be offered all part-time employment of three weeks duration or more before it is offered to any part-time employee.

- 15.03 The employer agrees to recall all employees on layoff before new employees are hired.
- 15.04 Notice of Layoff - The employer shall notify employees who are to be laid off one (1) month before the layoff is to be effective. If the employee laid off has not had the opportunity to work his/her usual number of days after notice of layoff, he/she shall be compensated for wages lost for that period during which work was not made available.
- 15.05 Grievance concerning Layoffs - Layoffs, due to a reduction in the work force, shall be initiated at Step 2 of the grievance procedure.
- 15.06 Letter of Reference - The employee will be provided with a letter of reference, if requested.
- 15.07 Notice of Union - The employer shall provide the union with a list of the seniority of the employees on layoff.

#### **ARTICLE 16 - HOURS OF WORK**

- 16.01 (a) The regular daily hours of work shall be eight (8) hours in anyone day. The regular hours of work shall not exceed forty (40) hours per week or eighty (80) hours bi-weekly.
- (b) No employee shall work in excess of seven (7) consecutive days.
- (c) Hours of work schedule- A work schedule for each full-time and permanent part-time employee stating the residence, days and shift of each employee's normal hours of work shall be included with each employee's pay on pay day every six (6) weeks for full time employees or every two (2) weeks for part time employees. This schedule shall not be altered except by mutual consent.
- (d) Part-time employees shall be scheduled or called-in for work by seniority and classification.
- (e) Provided sufficient advance notice is given and with the approval of the team leader, employees may exchange shifts if there is no increase in cost to the employer. Approval shall not be unreasonably

withheld.

(f) Rotation – Rotation of shifts will be applied when required.

16.02 Time off between shifts – Except by mutual agreement between the employer and the employee or in case of emergency, the minimal time off between shifts shall be eight (8) hours for employees working eight (8) hours shifts.

16.03 Full-time employees will have one (1) weekend off in two (2).  
Part-time employees will have at least one (1) weekend off in three (3).

16.04 The wages of support worker III shall not change when working night shift.

## **ARTICLE 17 - OVERTIME**

### **17.01 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 16.01 (a), shall constitute overtime.
- (c) Team meeting shall not be considered as overtime.
- (d) Hours of work over forty (40) hours weekly or eighty (80) hours bi-weekly.
- (e) Hours of work over forty-four (44) hours weekly or eighty-eight (88) hours bi-weekly for service contracts or for combination of work done in community residences and service contracts.

### **17.02 Overtime Pay**

- (a) Overtime pay will be calculated at time and a half the employee's regular pay.
- (b) b) At the employee's option, overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay, or time and one-half (1½) off for each of the overtime hours worked, up to a maximum of forty (40) hours. Lieu time to be taken before January 31<sup>st</sup> and at a

time mutually agreed upon between the employer and the employee.  
Once lieu time is scheduled, the schedule shall not be changed.  
Lieu time not taken before January 31<sup>st</sup> will be paid by the employer.

- (c) Lieu time to be accumulated in blocs of a minimum of four (4) hours.

17.03 Sharing of Overtime

Overtime and call back time shall be divided equally among the employees who are willing to perform the work that is available. Part-time employees are to be first called then the full-time employees by seniority.

- 17.04 In the event a part-time employee is called to work by the employer in one of the community residences and his shift is subsequently cancelled by the employer, the employer shall pay the employee four (4) hours pay.

**ARTICLE 18 - HOLIDAYS**

18.01 List of Holidays

The Employer recognizes the following as paid holidays:

New Year's Day	Labour Day
Good Friday	Remembrance Day
Easter Sunday	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

- 18.02 Statutory Holidays shall be equal to an 8-hour work period and shall not be paid in advance.

18.03 Holiday Pay

- (a) Full-time employees - 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 (1½) the regular rate for all hours worked plus an alternate day off.

Unless mutually agreed by the employer and employee, each employee shall have either Christmas or New Year's Day off.

- (b) Part-time employees - If an employee is scheduled to work on a holiday, he/she shall be paid time and one half (1½) the regular rate for all hours worked and are not entitled to an alternate day-off.

## **ARTICLE 19 - VACATION**

### **19.01      Length of Vacation**

- (a) Part-time employees shall be paid their annual increment as per the following:
- (i) Three (3) years or six thousand two hundred and forty (6240) hours 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 May 1.
  - (ii) More than three (3) years or six thousand two hundred and forty (6240) hours but less than eight (8) years or sixteen thousand six hundred and forty (16640) hours shall be entitled to vacation time as follows: they will receive 4.5% 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 May 1.
  - (iii) More than eight (8) years or sixteen thousand six hundred and forty (16640) hours but less than fifteen (15) years or thirty one thousand two hundred (31200) hours 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 May 1.
  - (iv) Fifteen (15) years or thirty one thousand two hundred (31200) hours 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 May 1.

(b) Every full-time employee who has completed his/her probationary period and who has seniority of:

- (i) Less than one (1) year, shall be entitled to vacation with pay scheduled on the basis of 5/6<sup>th</sup> of a day per month of continuous service completed to the final day of the vacation year;
- (ii) One (1) year, but less than eight (8) years, shall be entitled to vacation of three (3) weeks with pay at his regular rate;
- (iii) Eight (8) years, but less than fifteen (15) years, shall be entitled to vacation of four (4) weeks pay at his regular rate;
- (iv) Fifteen (15) years or more, shall be entitled to vacation of five (5) weeks with pay at his regular rate.

- 19.02      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.
- 19.03      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 19.01.
- 19.04      Vacation Schedules - Vacation schedules shall be arranged on a per home 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. During the period of June 15<sup>th</sup> to September 15<sup>th</sup>, vacation will be granted in blocks of five (5) days.
- 19.05      The employer shall post, no later than March 1<sup>st</sup> of each year, a list on which employees will indicate their choice of vacation. Employees shall have until April 1<sup>st</sup> to indicate their choice of vacation. The employer will make every reasonable effort to grant chosen vacations. The employer

shall notify employees whose vacation choice is not granted by April 15<sup>th</sup> in order to allow employees time to indicate a second choice of vacation. Approved vacations shall not be changed unless mutually agreed upon. The approved vacation list shall be posted no later than May 1<sup>st</sup> and shall indicate the accumulated vacation hours.

- 19.06      Overtime Vacation Rate – No employee shall be required to work during his/her scheduled vacation period. However, should an employee agree to work when requested during his /her vacation, he/she shall be paid time and one half and given another day off in lieu. The rescheduling of the said day off shall be at the employee's discretion, provided that the employer, after making every reasonable effort, can replace he/she.
- 19.07      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.
- 19.08      Vacation Year - The vacation year will be calculated from January 1<sup>st</sup> to December 31<sup>st</sup>, and vacation time will not be carried over to the next year unless approved by the employer.
- 19.09      After the part-time employee's list has been exhausted, temporary or student employees may be used to replace permanent employees during the Christmas Holidays and employees' vacation period.
- 19.10      If an employee terminates his/her employment prior to December 31<sup>st</sup> and has exhausted his vacation time, he/she shall reimburse the employer for the vacation time borrowed from the employer.
- 19.11      An employee hospitalized or sick at home 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 three (3) days. The portion of his/her vacation, while the employee was hospitalized or sick, shall be rescheduled later.

## **ARTICLE 20 - SICK LEAVE PROVISIONS**

- 20.01      Amount of Sick Leave - All full-time employees working eight (8) hours shifts in the bargaining unit shall accumulate sick leave credits at the rate of one (1) eight (8) hours day per month for each calendar month of service up to a maximum of forty –five (45) days or three hundred and sixty (360) hours.

- 20.02      Deduction from Sick Leave - A deduction shall be made from the employee's accumulated sick leave credits for each regular working hours (exclusive of holidays) that the employee is absent on sick leave as defined in Article 20.01.
- 20.03      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 (3) 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, shall be provided to the employer by the employee before reporting back to work.
- 20.04      Report of Illness - In any case of absence due to sickness or accident, the matter must be reported as soon as possible to the administrator or his delegate.
- 20.05      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 (½) 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.
- 20.06      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.
- 20.07 a)      An employee who as a result of having suffered an injury on the job is without revenue while waiting to receive compensation benefits pursuant to the Workers' Compensation Act, may apply for a monetary advance from the Employer subject to the following conditions:
- (1)      that he has requested such advance at least three days before each of his regular paydays;
  - (2)      that he agrees to assign compensation payment equal to the same amount and same period of time;

- (3) that the employee has the necessary vacation and/or sick leave credits;
  - (4) payment shall commence following a three-day waiting period stipulated under the Workers' Compensation Act during which compensation is not payable;
  - (5) the advance shall be equivalent to the compensation payable pursuant to the Workers' Compensation Act, for the same period, until such time as the claim is approved or denied;
  - (6) if the claim is not approved, the employee shall be entitled retroactively to use any accumulated sick leave credits in accordance with Article 20.
  - (7) the Employer shall credit sick leave days used for this purpose to the employee's accumulated sick leave upon receipt of the assigned compensation payments following approval of the claim;
  - (8) for the purpose of calculating the monetary advance, one full accrued sick leave credit shall be used for each of the employee's scheduled working days; and
  - (9) upon approval of the Workers' Compensation claim, the employee will be credited with seniority for the required waiting period stipulated under the Workers' Compensation Act.
- b) An employee receiving compensation benefits under Worker's Compensation Act for an injury on the job shall continue to accumulate his seniority.
- 20.08 Sick leave shall be granted for medical or dental appointments that 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.
- 20.09 Computing Sick Leave - For the purpose of computing sick leave accumulation, the following shall be counted as working days;
- (a) Days on which the employee is on vacation
  - (b) Days on which the employee is on leave of absence with pay pursuant to the terms of this agreement
  - (c) Days on which the employee is absent from work on leave for union



business.

- (d) Days on which the employee is on paid sick leave in accordance with the provisions of the present collective agreement.

20.10 When a holiday, under Article 18 occurs while an employee is on paid sick leave, no deduction from the accumulated total shall be made for that day.

20.11 (a) An employee, who while on annual vacation becomes hospitalized, may use sick leave credits rather than lose any portion of vacation.

(b) An employee, who while on annual vacation becomes an out-patient of a hospital under a physician's care for three (3) days, may use sick leave credits rather than lose any portion of vacation.

(c) In such cases, where sick leave is claimed, proof of illness must be supplied. Employer is to be notified within three (3) days.

20.12 When using sick leave credits, the employee is considered to be on paid leave of absence.

20.13 An employee who has used all of his accumulated sick leave through prolonged illness and is still unable to work shall, upon request, be granted a leave of absence without pay, and without loss of seniority, for a period equal to his seniority, but not to exceed eighteen (18) months.

## **ARTICLE 21 - LEAVE OF ABSENCE**

### **21.01 Union Business**

(a) Leave of absence, without pay, shall be granted upon written request by any employee elected or appointed to represent the local on union business, upon seven (7) calendar days notice if possible.

(b) Subject to articles 10.09 and 10.10, an employee who has filed a grievance procedure under article 9, shall be granted time off with pay when a grievance or arbitration hearing is heard.

(c) At the written request of the union with at least three (3) days advance notice, the employer shall grant leave of absence, without pay or loss of seniority, to employees designated by the union for the purpose of attending labour convention, union meetings and education seminars. The union shall reimburse the employer for the

cost of replacing said employee, within the employee's next pay period.

21.02 Bereavement Leave - All employees shall be granted bereavement leave with pay, for scheduled workdays, at his/her regular rate as follows:

- (a) For a maximum of 40 hours (5 working days) in the event of the death of his father, mother, (or persons acting in loco-parentis), his wife, husband, common law spouse, his son, daughter, his brother or sister, and his grandchildren;
- (b) For a maximum of 24 hours (3 working days) in the event of the death of his mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, ex-spouse, or other relative living in the employee's household.
- (c) One (1) day, eight (8) hours to attend the funeral in the event of the death of the employee's aunt, uncle, niece or nephew.
- (d) For the purpose of travelling to attend the funeral of any relative mentioned above, the employer may grant an additional 24 hours (1 working day) bereavement leave.
- (e) For the purpose of carrying out family responsibility which the employee may be obligated to perform, the employer may grant an additional 48 hours (2 working days) bereavement leave.

If the employee is on vacation, he/she will have the right to his/her bereavement leave as per Article 21.02 and he/she will receive his/her vacation on another date.

21.03 Maternity Leave and Adoption Leave

- (a) No later than the fifth (5<sup>th</sup>) month of her pregnancy, an employee will inform the employer of the anticipated delivery date and if she intends to return to work after maternity leave.
- (b) An employee may wish to continue working up to the expected date of delivery and may do so if, in the written opinion of her physician, she is able to fulfil her normal jobs responsibilities.
- (c) Maternity leave without pay may be granted four (4) weeks prior to the anticipated delivery date and continue for a period of seventeen (17) weeks after the delivery date.

- (d) In the event of an adoption, a leave of seventeen (17) weeks without pay may be granted. Request for leave under this clause shall be made in writing as soon as the employee knows the date of placement.
- (e) An employee returning from maternity leave shall give the employer written notice of the fact at least ten (10) working days prior of returning to work. Such employee shall be placed in her previously held classification at her work location.
- (f) An employees entitled to maternity or adoption leave shall be permitted to apply up to ten (10) working days, eighty (80) working hours of their sick leave credits against their employment insurance maternity leave benefit waiting period of two (2) weeks.

21.04      Child Care Leave - The employer shall upon request grant an employee: who is the birth parent of a newborn or unborn child or who is adopting or has adopted a child, a leave of absence without pay of 37 consecutive weeks or shorter period as per the employee's request. When both parents are employees, both employees may share the leave. Total leave taken by both employees shall not exceed 37 weeks. The combined maternity leave of 17 weeks and child care leave of 37 weeks taken by one or both employees shall not exceed 52 weeks. The employer shall not dismiss, suspend, or layoff an employee during child care leave or for reasons arising from the leave alone. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

21.05      Paternity Leave and Adoption Leave -An employee shall be entitled to two (2) days leave of absence with pay and one (1) day without pay for the birth of this child or adoption of a child. Such leave shall be taken within a reasonable time surrounding the birth.

21.06      (a)      General Leave - The employer may grant leave of absence, with or without pay, to any employee requesting such leave for good and sufficient cause.

(b)      Emergency Leave - The employer may grant leave of absence with pay in emergency situations such as serious illness or accident of the employee's family where circumstances not directly attributable to the employee prevent his reporting for duty for part or all of the day.

21.07      Inclement Weather - An 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 permitted to replace that day within a period of one (1) year 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.

- 21.08 All part-time employees with one year of service (2080 hours) as of February 16 and working an average of twenty-four (24) hours per week, will be entitled to five (5) floaters day per year.

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES**

### **22.01 Pay Days**

- (a) The employer shall pay salaries bi-weekly, every other Thursday, in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday, each employee shall be provided with an itemized statement of his/her wages and deductions.
- (b) When the regular payday falls on a holiday, the payday shall be the last banking day prior to such holiday.

### **22.02 Travel Expenses**

- (a) All employees required to use their vehicle to transport residents shall receive the tariff as established by the province of New Brunswick regulation, a copy of which shall be annexed to this agreement and marked "B".
- (b) Expense cheque will be included in the employee's next pay period.

- 22.03 Shortage in Pay - Any shortage in pay shall be issued by the employer within three (3) working days of notification of the shortage, if requested by the employees.

- 22.04 Pay During Temporary Assignments – When the employer assigns an employee to a higher classification outside the bargaining unit, he shall be paid an additional five percent (5%) of his regular salary.

### **ARTICLE 23 - JOB CLASSIFICATION AND RECLASSIFICATION**

- 23.01        The Employer agrees to meet with the Union at a mutually agreeable date to be within sixty (60) days from the date of signing of the collective agreement, to discuss the concerns of the local before the job descriptions are distributed to the employees.

### **ARTICLE 24 - GENERAL CONDITIONS**

- 24.01        (a)    Bulletin Boards - The employer shall maintain a bulletin board at head office presently located at 6 Union Street, Campbellton, New Brunswick.
- (b)    Training - Both parties will be responsible for the re-certification training for CPR and First Aid courses. Employees should have the option to enrol into a CPR and First Aid re-certification training and be reimbursed for the training upon successful completion of course.

### **ARTICLE 25 - UNION BUSINESS**

- 25.01        The employees shall not, at any time, involve or expose the clients of the employer to union business.
- 25.02        The employees shall not conduct or solicit union business, during their regular working hours, unless otherwise specified in this agreement.

### **ARTICLE 26 - PRINTING OF COLLECTIVE AGREEMENT**

- 26.01        The cost of printing of the collective agreement shall be shared equally between the employer and local 3569.

### **ARTICLE 27 - PENSION PLAN**

- 27.01        Pension Plan - Commitment from Employer to establish a joint committee to begin discussions for the implementation of a pension plan for next

agreement.

## **ARTICLE 28 - WAGES**

- 28.01        The employees shall be paid the wages set out in Schedule "A" hereto attached and forming part of this agreement.

## **ARTICLE 29 - TERM OF AGREEMENT**

- 29.01        Term of Agreement - This agreement shall be binding and remain in effect from 1<sup>st</sup> day of May 2011 to 30<sup>th</sup> day of April 2015, and thereafter shall continue in force from year to year unless either party gives to the other party notice in writing two 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.
- 29.02        Notice of Changes - Either party desiring to propose changes or amendments to this agreement shall, between the period of 30 and 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.
- 29.03        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.
- 29.04        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.

DATED AT CAMPBELLTON, N.B., THIS 28<sup>th</sup> DAY OF March, 20,

Employer <sup>on p.</sup> K.V.  
FOR THE UNION

Union <sup>on p.</sup> K.V.  
FOR THE EMPLOYER

Gilles Girard

Jean Hug Raymond

[Signature]

[Signature]

Kathleen Vienneau

Gilles Melancon

Maëtan Raymond

# SCHEDULE " A " – WAGES

## SUPPORT WORKER II – Day, Evening & Night

	0 %	0,75 %	0,75 %	1 %	1 %	2 %
2010	2011	2012 1er Mai	2012 1er Novembre	2013 1er Mai	2013 1er Novembre	2014 1er Mai
\$10.88	\$10.88	\$10,96	\$11,04	\$11.15	\$11,26	\$11,49
\$11.37	\$11.37	\$11.46	\$11.55	\$11,67	\$11.79	\$12,03
\$11.96	\$11.96	\$12.05	\$12.14	\$12.26	\$12,38	\$12,63
\$12.43	\$12.43	\$12.52	\$12.61	\$12,74	\$12.87	\$13,13

## SUPPORT WORKER III – Day, Evening & Night

	2010	2011	2012 1er Mai	2012 1er Novembre	2013 1er Mai	2013 1er Novembre	2014 1er Mai
	\$12.69	\$12.69	\$12.79	\$12,89	\$13.02	\$13,15	\$13,41
	\$13.28	\$13.28	\$13.38	\$13.48	\$13,61	\$13.75	\$14,03
	\$13.86	\$13.86	\$13,96	\$14.06	\$14.20	\$14,34	\$14,63
	\$14.35	\$14.35	\$14.46	\$14.57	\$14,72	\$14.87	\$15,17

Les employés ayant 10400 heures de ancienneté (5 ans) au 1<sup>er</sup> avril 2012 passeront à l'échelle suivante : A deviendra B, B deviendra C puis C deviendra D. Les employés qui n'auront pas atteint 10400 heures d'ancienneté au 1<sup>er</sup> avril 2012, demeureront à leur étape salariale actuelle pour la durée de la convention collective. Les changements d'étape ci-dessus seront rétroactifs au 1<sup>er</sup> avril 2012 et versés aux employés entre le 1<sup>er</sup> mai 2012 et le 31 juillet 2012.

Pour l'Agence Résidentielle Restigouche Inc.

*Silves Girard*  
*Joan Ray Raymond*  
*Martin*  
*R. M.*

Pour le SCFP Section local 3569

*Kathleen Deneau*  
*Silves Girard*  
*Hélène Raymond*



## **SCHEDULE " B " – EXPENSES**

### **Indemnité de kilométrage /Kilometric Allowances**

	<i>Dès le 1<sup>er</sup> avril 2010 Effective April 1st 2010</i>
<i>8,000 premier Km/ année First 8,000 Km/ year</i>	<b>\$ .39</b>
<i>Après 8,000 Km/ année After 8,000 Km/ year</i>	<b>\$ .37</b>
<i>Plus de 16,000 Km/ année In excess of 16,000 Km/ year</i>	<b>\$ .32</b>

### **Repas pris à l'extérieur de la région /Meals taken outside the region**

	<i>Dès le 1<sup>er</sup> juin 2010 Effective June 1st 2010</i>
<i>Petit déjeuner /Breakfast</i>	<b>\$7.50</b>
<i>Déjeuner /Lunch</i>	<b>\$10.50</b>
<i>Dîner /Dinner</i>	<b>\$19.50</b>
<i>Total</i>	<b>\$37.50</b>

**LETTER OF INTENT**

**INCREASED FUNDING**

The parties hereby agree to the following:

Should Restigouche Residential Agency Inc. receive additional funding from the Provincial government that is not designated specifically to another area of the budget by the government (i.e. Pay Equity), 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.

Date of signing: 28<sup>th</sup> day of March 2012

For the Employer

Gilles Girard  
Jean Guy Raymond  
Mathieu  
[Signature]

For the Union

Kathleen Vienneau  
Gilles Melanson  
Suzanne Raymond

**ADDENDUM TO THE COLLECTIVE AGREEMENT**

**COMPRESSED WORK WEEK**

**Between**

**RESTIGOUCHE RESIDENTIAL AGENCY INC.**

**And**

**C.U.P.E. LOCAL 3569**

**May 1<sup>st</sup> 2011 - April 30, 2015**

A compressed work week has been developed for employees subject to this Compressed Work Week Addendum.

**PREAMBLE**

Where a schedule providing for a compressed work week is established, the following amendments to the collective agreement shall prevail for employees working such schedules. All other clauses of the present Collective Agreement not referenced in this addendum shall remain in effect for these employees.

**ARTICLE 16 - HOURS OF WORK**

- 16.01        (a)    The regular daily hours of work shall be twelve (12) hours in any one day and shall not exceed eighty (80) hours by-weekly averaged over a twelve (12) week period.
- (b)    Full time employees working twelve (12) hour shifts shall not work in excess of three (3) consecutive days.

Part-time employees working twelve (12) hour shifts shall not work in excess of four (4) consecutive days.

- 16.01 (c) Hours of work schedule- A work schedule for each full-time and permanent part-time employee stating the residence, days and shift of each employee's normal hours of work shall be included with each employee's pay on pay day every six (6) weeks for full time employees or every two (2) weeks for part time employees. This schedule shall not be altered except by mutual consent.
- 16.01 (d) Part-time employees shall be scheduled or called-in for work by seniority and classification.
- 16.01 (e) Provided sufficient advance notice is given and with the approval of the team leader, employees may exchange shifts if there is no increase in cost to the employer. Approval shall not be unreasonably withheld.
- 16.01 (f) Rotation - Rotation of shifts will be applied when required.
- 16.02 Time off between shifts - Except by mutual agreement between the employer and the employee, or in case of emergency, the minimal time off between shifts shall be twelve (12) hours.
- 16.04 The wages of support worker III shall not change when working night shift.

## ARTICLE 17 - OVERTIME

- 17.01 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 16.01 (a), shall constitute overtime.
  - (c) Team meeting shall not be considered as overtime.
  - (d) Excluding the four (4) hour per pay period accumulated to compensate for the one week off every twelve (12) weeks.
  - (e) Part-time employees working more than eighty (80) hours by-weekly shall be paid overtime.

- (f) Hours of work over forty-four (44) hours weekly or eighty-eight (88) hours bi-weekly for service contracts or for combination of work done in community residences and service contracts.

## ARTICLE 18 - HOLIDAYS

### 18.01 List of holidays

The Employer recognizes the following as paid holidays for full-time employees.

New Year's Day 12 hours  
Good Friday 12 hours  
Canada Day 12 hours  
New-Brunswick Day 12 hours  
Labour Day 12 hours  
Christmas Day 12 hours

If a full-time employee works on Easter Sunday, Remembrance Day or Boxing Day, he shall be paid at the rate of time and one half with no alternate day off.

## ARTICLE 19 - VACATION

### 19.01 Length of Vacation

- (a) Part-time employees shall be paid their annual increment as per the following:
  - (i) Three (3) years or six thousand two hundred and forty (6240) hours 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 May 1.
  - (ii) More than three (3) years or six thousand two hundred and forty (6240) hours but less than eight (8) years or sixteen thousand six hundred and forty (16640) hours shall be entitled to vacation time as follows: they will receive 4.5% 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 May 1.

- (iii) More than eight (8) years or sixteen thousand six hundred and forty (16640) hours but less than fifteen (15) years or thirty one thousand two hundred (31200) hours 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 May 1.
  - (iv) Fifteen (15) years or thirty one thousand two hundred (31200) hours 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 May 1.
- (b) Every full-time employee who has completed his/her probationary period and who has seniority of:
- (i) Less than one year shall be entitled to vacation with pay scheduled on the basis of 6.66 hours per month of continuous service completed to the final day of the vacation year.
  - (ii) One (1) year but less than eight (8) years shall be entitled to vacation of one hundred and twenty (120) hours with pay at its regular rate.
  - (iii) Eight (8) years, but less than fifteen (15) years, shall be entitled to vacation of one hundred and sixty (160) hours with pay at its regular rate.
  - (iv) Fifteen (15) years or more, shall be entitled to vacation of two hundred (200) hours with pay at its regular rate.

19.04

Vacation schedules - Vacation schedules shall be arranged on a per home 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. During the period of June 15th to September 15th, vacation will be granted in blocks of two (2) or three (3) days depending on the schedule of the employee.

## **ARTICLE 20 - SICK LEAVE PROVISIONS**

- 20.01      Amount of sick leave - All full-time employees working twelve (12) hour shifts in the bargaining unit shall accumulate sick leave credits at the rate of one (1) eighth (8) hours day per month for each calendar month of service up to a maximum of three hundred and sixty (360) hours.
- 20.03      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 two (2) consecutive working days (twenty-four) (24) hours 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, shall be provided to the employer by the employee before reporting back to work.

## **ARTICLE 21 - LEAVE OF ABSENCE**

- 21.02      Bereavement Leave - All employees shall be granted bereavement leave with pay, for scheduled work days, at his/her regular rate as follows:
- (a)      For a maximum of 36 hours (3 working days) in the event of the death of his father, mother, (or persons acting in loco-parents), his wife, husband, common law spouse, his son, daughter, his brother or sister, and his grandchildren;
  - (b)      For a maximum of 24 hours (2 working days) in the event of the death of his mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents, ex-spouse, or other relative living in the employee's household.
  - (c)      One (1) day, twelve (12) hours to attend the funeral in the event of the death of the employee's aunt, uncle, niece or nephew.
  - (d)      For the purpose of traveling to attend the funeral of any relative mentioned above, the employer may grant an additional 24 hours (1 working day) bereavement leave.

- (e) For the purpose of carrying out family responsibility which the employee may be obligated to perform, the employer may grant an additional 48 hours (2 working days) bereavement leave.

If the employee is on vacation, he/she will have the right to his/her bereavement leave as per Article 21.02 and he/she will receive his/her vacation on another date.

21.03 Maternity Leave and Adoption Leave

- (g) An employee entitled to maternity or adoption leave shall be permitted to apply, eighty (80) working hours of their sick leave credits against their employment insurance maternity leave benefit waiting period of two (2) weeks.

21.05 Paternity Leave and Adoption leave - An employee shall be entitled to sixteen (16) hours leave of absence with pay and eight (8) hours without pay for the birth or adoption of his child. Such leave shall be taken within a reasonable time surrounding the birth.

21.08 All part-time employees with one year of service (2080 hours) as of February 16 and working an average of twenty-four (24) hours per week, shall be entitled to five (5) eight (8) hour days i.e. forty (40) hours in floaters day per year.

Date of signing: 28<sup>th</sup> day of March 2012

For the Employer

Lilles Girard  
Sean King Raymond  
substituted  
Smith

For the Union

Kathleen Vienneau  
Lilles Girard  
Gaétane Raymond