

# **Collective Agreement**

**between**

**Southampton House Inc.  
Fredericton, New Brunswick**

**and**



**Canadian Union of Public Employees  
Local 3884**

**April 1, 2017 to March 31, 2019**

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THIS AGREEMENT made and entered this 13<sup>th</sup> day of DECEMBER, 2017.

**BETWEEN: SOUTHAMPTON HOUSE INC., Fredericton, N.B., hereinafter referred to as the "Employer", Party of the First Part.**

**AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 3884, 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 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 3884 as the sole and exclusive 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 – The Employer shall not hire or engage persons outside the bargaining unit to perform duties normally performed by bargaining unit members except for the purpose of instruction, in cases of emergency, when regular employees are not available or where the performance of duties is of short duration or for a special purpose. In any event, that act of performing the aforementioned duties shall not reduce the regular hours of pay for any employee. It is recognized by the parties hereto that summer students employed in non-care giving positions are specifically excluded as a member of the bargaining unit.

- 2.03 No Other Agreements – No employees shall be required or permitted to make a written or verbal agreement with the Employer or their representative, which may conflict with the terms of this Collective Agreement.

### **ARTICLE 3 – DEFINITIONS**

- 3.01 “Employee”, shall mean an employee employed by the Employer as defined in the *Industrial Relations Act* for the Province of New Brunswick and as covered by this Agreement.
- 3.02 Sick leave 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*.
- 3.03 Promotion means a change in classification for which the employee will receive an increase in pay.
- 3.04 Service for the purposes of this Agreement is defined in terms of the actual number of hours paid directly to an employee by the Employer. For example, service for one (1) year shall be 2080 hours. For the determination of service, hours not actually paid but for which the employee is engaged in Union business on an Employer approved leave or while the employee is receiving Workers’ Compensation benefits shall be included.
- 3.05 Grievance means any difference or dispute between the Employer and any employee or between the Employer and the Union.
- 3.06 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.
- 3.07 There shall be no distinction between full time and part time employees excepting for the receipt of benefits under the *Employment Standards Act* and the determination of that status shall be determined by the requirements of the said *Act*.
- 3.08 Any reference to a time period measured by a day shall mean working day unless otherwise expressed.
- 3.09 Benefits while on unpaid leave – Employees will have the option of maintaining their benefits as per Article 24.01 during the unpaid leave. Employees who choose to maintain their benefits will be required to pay both shares of the premiums and will pay them by submitting to the Employer postdated cheques prior to the commencement of the leave.
- 3.10 Classification means the identification of a position by reference to a classification title of Primary Worker (PW) or Support Worker (SW).

- 3.11 Vacancy means any current position or new position either full-time or part-time within the bargaining unit which the Employer requires to be filled on either a permanent or temporary basis.
- 3.12 Working Days mean all days of the week excluding Saturdays, Sundays and days falling on the statutory holidays listed under Article 19 – Holidays.

#### **ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT**

- 4.01 Employer Shall Not Discriminate – There shall be no discrimination, as defined in the *Human Rights Act* of the Province of New Brunswick pursuant to its provisions.
- 4.02 The parties agree there shall be no harassment or other forms of abuse in the workplace. The provisions of the Southampton House, Inc. harassment policy, as amended from time to time, shall apply. Employees are encouraged to familiarize themselves with the policy.

#### **ARTICLE 5 – MAINTENANCE OF MEMBERSHIP**

- 5.01 All employees of the Employer, who are presently members of the Union, shall continue to be members of the Union as a condition of employment. All future employees of the Employer shall, as 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 two (2) weeks 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 two (2) weeks and shall be forwarded to the CUPE National, not later than the 15<sup>th</sup> 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 and the regular monthly wages of all employees. A copy of the list of names, addresses, classifications and deductions made shall be given to the Secretary-Treasurer of CUPE Local 3884.
- 6.03 Acquaint New Employees – The Employer agrees to acquaint new employees with the fact that an agreement is in affect and with the dealing of 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.
- 6.05 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

## **ARTICLE 7 – CORRESPONDENCE**

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

## **ARTICLE 8 – LABOUR MANAGEMENT COOPERATION COMMITTEE**

- 8.01 Establishment of Committees – A Labour Management Committee shall be established consisting of representatives of the Union and representatives of the Employer. The Committee shall enjoy the full support of both parties in the interest of improved service to the residents, and job security for the employees.
- 8.02 Function of Committee – The Committee shall concern itself with the following general matters.
- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
  - (b) Improving and extending services to the public.
  - (c) Promoting safety and sanitary practices.
  - (d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances concerned with service).
  - (e) Correcting conditions causing grievances and misunderstandings.
- 8.03 Meetings of Committee – The Committee shall meet on a monthly basis providing there are issues to discuss at a mutually agreeable time and place upon notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall be paid their hourly rate of pay for the time spent with this Committee.
- 8.04 Chairperson of Committee – An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

- 8.05 Minutes of Meeting – Minutes of each meeting of Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting but no later than one (1) week after the meeting.
- 8.06 Jurisdiction of Committee – The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

The Committee shall have the power to make recommendations only on workplace matters to the Union and the Employer with respect to its discussions and conclusions.

## **ARTICLE 9 – BARGAINING COMMITTEE**

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

## **ARTICLE 10 – GRIEVANCE PROCEDURE**

- 10.01 Names of Stewards – The Union shall notify the Employer, in writing, of the names of each Steward and Union executive officers before the Employer shall be required to recognize them. Any changes in the Stewards and Union executive officers shall be given to the Employer promptly. The duties of the Shop Steward shall be to assist employees in preparing and presenting their grievance in accordance with the grievance procedure as prescribed in this Article. It is understood that whenever and wherever possible, grievance related meetings between employees and union representatives, will be dealt with outside scheduled staff work hours.
- 10.02 Servicing Grievances – No Steward shall leave their work without first getting permission from the Executive Director. They must also report to the Executive Director when returning to work. Such permission shall not be unreasonably withheld.
- 10.03 Settling of Grievances – It is understood that any employee who has a potential grievance shall first discuss the potential grievance with the Executive Director with the assistance of a shop steward, if the employee so desires, and afford such Executive Director an opportunity to settle the potential grievance. Failing such settlement, the employee, accompanied by his Steward, shall be entitled to initiate the following steps:

STEP 1: Where the matter has not been resolved through discussion as in Article 10.03 above, then within ten (10) working days from the time the incident occurred giving rise to the grievance, the employee, together with his Steward, may present a grievance, signed by a union officer at the first level in the grievance procedure in writing to the



Executive Director. The Executive Director shall render a decision in writing within 10 (ten) working days from the receipt of the grievance.

STEP 2: Failing satisfactory settlement under Step 1, the Union may, within ten (10) working days of receiving the reply as outlined in Step 1, submit his/her grievance to the Board of Directors. The Board shall render a decision within thirty (30) working days from receipt of the grievance. Failing satisfactory settlement under Step 2, the dispute may be referred to arbitration as per Article 11.

- 10.04 Union or Policy Grievance – The Employer recognizes that the questions of general application or interpretation of this Collective Agreement may arise, or where a group of employees file a grievance. Grievances pertaining to termination, it is agreed that step 1 may be omitted.

## **ARTICLE 11 – ARBITRATION**

- 11.01 If the Union wishes to refer a matter to arbitration as provided in Article 10, it shall within twenty (20) working days of receipt of the Boards' decision or if no decision is received within thirty (30) working days of receipt of the grievance notify the other party of their intent in writing. When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail.
- 11.02 The parties agree to the use of a sole Arbitrator. If the parties to this agreement cannot agree on the Arbitrator within fifteen (15) days, the Minister of the Department of Post-Secondary Education, Training and Labour for the Province of New Brunswick will be asked to appoint one.
- 11.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall make every effort to render his or her decision within twenty (20) days from the date of the final hearing.
- 11.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate, mediate or settle the grievance.
- 11.05 Each of the parties hereto will equally bear the expense of the Arbitrator.
- 11.06 At any stage in the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.



- 11.07 Any and all time limits fixed in this Article or Article 10 may be extended by mutual agreement, in writing, between the Employer and the Union. Should the individual grievance not be referred to arbitration within the time limits, it shall be deemed to have been abandoned and cannot be re-opened. This provision applies except in those grievances where mediation has been attempted and a suspension of the time limits is allowed until the mediator notifies the parties that mediation will not succeed.
- 11.08 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may within fifteen (15) days after the decision is received, apply to the Arbitrator to clarify the decision.

## **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 except for just cause.
- 13.02 Warnings – Whenever the Employer deems it necessary to censure an employee in a manner indicating that dismissal may follow, it shall be done in writing within fifteen (15) days of the offensive conduct or omission coming to the Employer's attention and shall be filed in the employee's personal file. Whenever the Employer deems it necessary to censure an employee, it shall be done in the presence of a Shop Steward or a Union Member in private.
- 13.03 Discharge Procedure – At the time an employee is disciplined including suspension and discharge, he shall be given the reason in writing in the presence of a Shop Steward or Union Member with a copy provided for the Shop Steward or Union Member.
- 13.04 Union Suspension and Discharge – Should it be found upon investigation, that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in his former position without 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 Arbitrator, if the matter is referred to such Arbitrator.
- 13.05 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 personal file.
- 13.06 A record of disciplinary action shall be removed from the file of an employee after the expiry period of twelve (12) months.

- 13.07 A suspension without pay shall be for a specified period of time not exceeding twenty (20) days.
- 13.08 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 they agree or disagree 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. Employees shall be credited with up to two thousand and eighty (2080) hours of seniority per calendar year. Seniority will accrue during maternity leave, parental leave, sickness, accident and leave without pay for Union business for up to one hundred (100) hours. An up-to-date seniority list shall be sent to the Union Recording Secretary and posted on the bulletin boards by January 1, May 1, and September 1 of each year showing the number of hours paid for from the date of hiring, sick leave credits and vacation credits. Seniority shall be bargaining unit wide. These posted seniority lists shall be used by the Employer to schedule and call in part-time employees.
- 14.02 Loss of Seniority – An employee shall not lose seniority rights if he is absent from work because of sickness, accident, lay-off, leave of absence for Union business, or leave of absence approved by the Employer. An employee shall only lose seniority in the event:
- (a) he is discharged for just cause and are not reinstated;
  - (b) he resigns;
  - (c) he is absent from work in excess of five (5) working days without notifying the Employer unless such notice was not reasonably possible;
  - (d) he fails to return to work within seven (7) calendar days following a lay-off and after being notified by mail to do so, unless the reason for not returning is sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his current address;
  - (e) he is laid off for a period of longer than two (2) years.
- 14.03 Probationary Employees – Newly hired employees shall be considered on a probationary basis for a period of one thousand and forty (1040) hours 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.

- 14.04 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 its employees with the new Employer as prescribed by the *Industrial Relations Act*.

## **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, that the Employer requires to be filled the Employer shall immediately send a copy to the Recording Secretary of the Union and post notice on the bulletin boards for a minimum of one (1) week so that all members will know about the vacancy or new position. Within twenty-one (21) calendar days of the close of the competition, the name of the successful applicant shall be posted.
- 15.02 Information on Postings – Such notice shall contain the following information: position, qualifications required and other such requirements as determined by the Employer.
- 15.03 Methods of Making Appointments – Selections for a posted position shall be made on the basis of qualifications, skills and ability. The Employer will consider all internal applicants. Always an appointment shall be awarded to the applicant who possesses the posted qualifications and the best skill and ability, in the opinion of the Employer, to perform the position duties. However, when these characteristics are equal, the deciding factor shall be seniority as determined in Article 14.01.
- 15.04 Trial Period for Employees Awarded Promotions – If the successful applicant for any posted position vacancy is already an employee, then his appointment shall be on a trial basis for a period of **three hundred and twenty (320)** regular working hours, which may be extended by agreement between the parties. Conditional on satisfactory service, such trial promotion shall become permanent after the period of **three hundred and twenty (320)** hours or the extended period set by the parties. However, in the event the successful applicant proves unsatisfactory in the opinion of the Employer at any time during the trial period or if the employee finds himself unable or unwilling to perform the duties of the new position, he shall be returned to his former position with no loss of seniority, at his former rate of pay and upon one (1) week's notice to the Employer.
- 15.05 Union Notification – The Employer shall send a letter to the Recording Secretary of the Union advising of all appointments, hearings, lay-offs, transfers, recalls, and terminations of employment of all employees covered by this Agreement every three (3) months.

## **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 reverse order of seniority, if possible, given the individual needs of the residents.
- 16.03 No employees will be hired before those on lay-off are recalled, if possible, given the individual needs of the residents and providing the employee is willing and qualified to do the work available.
- 16.04 The Employer agrees to provide two (2) weeks notice to the employees in the event of a lay off.

## **ARTICLE 17 – HOURS OF WORK**

- 17.01 (a) The normal hours of work for employees in all positions on week days shall be eight (8) hour shifts commencing at 8 am, 4 pm and midnight except in those cases where resident requirements dictate such shorter shifts as may be required. For these shorter shifts, different commencement times or shift ending times may be necessary and will be posted two (2) weeks in advance excepting emergencies. The hours of work on weekends may be up to twelve (12) hours per shift by mutual agreement. In no case may a scheduled shift be shorter than three (3) hours and not longer than twelve (12) hours.
- (b) Primary and Support Workers shift schedules will be determined by the Executive Director and determinations will be in the best interest of the residents. In the event of an exceptional event or emergency situation, schedules of Primary Workers will be adjusted to meet the needs of the residents and decisions will be reviewed at the next regularly scheduled team meeting.
- (c) **Primary workers shift schedules shall be Monday to Friday from 8:00 am – 4:00 pm. In the event of an exceptional event or emergency, schedules of Primary Workers may be adjusted to meet the needs of the residents and decisions will be reviewed at the monthly scheduled team meeting. Support Workers shifts of 8:00 am – 4:00 pm shall be posted upon vacancy.**
- 17.02 (a) Shift schedules shall be prepared and posted two (2) weeks in advance with employees given shift preferences based upon individual resident need and thereafter seniority.
- (b) When a shift becomes available after the schedule is posted, it shall be offered in all cases based upon individual resident need and thereafter seniority. With this requirement, it will be offered to employees who are available to work and have

been scheduled for fewer than eighty (80) hours over the two week schedule. Employees scheduled for fewer than 80 hours, and have not accepted call-ins to a maximum of 80 hours, who refuse or are otherwise unavailable for such shifts three (3) times in a calendar month will, except in the case of valid medical or other reasons acceptable to the Employer, be placed at the bottom of the calling list rotation for the next calendar month. If none of these employees are available, it will then be offered to employees who are already scheduled for eighty (80) hours over the two week schedule. This article shall not apply to refusal of more than one shift offered on the same day.

- (c) Shift exchanges may be permitted by the Employer or designate on sufficient notice for sufficient reason.

17.03 The hours of work for employees shall not be more than forty-four (44) hours per week averaged over a two (2) week period.

17.04 In no situation shall employees be scheduled to work more than seven (7) consecutive eight (8) hour shifts. No shift shall exceed eight (8) hours except by mutual agreement.

17.05 (a) When an employee performs the duties of a position paying a lower rate, that employee's rate shall not be reduced.

- (b) When an employee is assigned to a higher rated position for **one or more days**, the employee will be paid retroactive to the first day of the assignment, the next highest rate on the Primary rate scale.

## **ARTICLE 18 – OVERTIME**

18.01 Overtime Defined – All work performed in excess of the regular hours of work, as defined in Article 17.03, shall constitute overtime. All work performed while on vacation shall constitute overtime.

18.02 Compensation for Overtime – Payment of overtime worked shall be compensated as per the *Employment Standards Act*, or, one and one half (1 1/2) times regular rate of pay of the employee, whichever is higher.

18.03 No Lay-off to Compensate for Overtime – Employees shall not be required to lay-off during regular hours to compensate for any overtime worked.

18.04 Rest Periods – No employee shall work in excess of seven (7) consecutive days unless the employee and the Employer mutually agree.

Minimum Call Back Time – An employee who is called and required to work outside his regular working hours shall be paid for a minimum of **four (4)** hours at regular rates.

**Call in for mandatory meetings shall be paid at a regular rate for a minimum of three (3) hours.**

## **ARTICLE 19 – HOLIDAYS**

19.01 **List of Paid Public Holidays** – The Employer recognizes the following as paid holidays:

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

19.02 **Holiday Pay** – The Employer shall pay to the employee an amount equal to three per cent (3%) of the gross earnings of the employee. The payment of this benefit is included in the hourly rate of the employee and shall be paid at the time fixed for payment of wages under this agreement.

19.03 The employee shall be entitled to accumulate the twelve (12) days to be taken as holidays all together or one at a time, at a time agreeable to the employee and Employer.

19.04 Because of the continuous operational nature of the Employer's business, there shall be no distinction between public holidays and other working days of the employees, except as herein otherwise stated.

19.05 The requirements for entitlement to benefit under this article shall be pursuant to the *Employment Standards Act*, or, one and one half (1 1/2) times regular rate of pay of the employee, whichever is higher.

19.06 Employees who work on the Holiday shall receive one and one half (1 1/2) times their regular rate of pay for hours worked on the Holiday.

19.07 It is understood that it is the Employer's discretion whether or not to schedule a replacement shift for employees who chose to take a day off on any of the paid Public Holidays listed in 19.01 above.

## **ARTICLE 20 – VACATIONS**

20.01 (a) **Length of Vacation** – Employees shall be entitled to an unbroken vacation of two (2) calendar weeks or such shorter period of time as the employee desires and with the agreement of the Employer.



Where an employee qualifies for a vacation pursuant to this article, the Employer shall not later than at the time of the pay prior to when the vacation is to begin, pay the employee an amount equal to four per cent (4 %) of the employee's gross pay for the vacation pay year.

- (b) Every employee who has accumulated 8320 hours of service shall be entitled to an unbroken vacation of three (3) calendar weeks or such shorter period of time as the employee desires and with the agreement of the Employer.

Where an employee qualifies for a vacation pursuant to this article, the Employer shall, not later than at the time of the pay prior to when the vacation is to begin, pay the employee an amount equal to six per cent (6 %) of the employee's gross pay for the vacation pay year.

- 20.02 Vacation Pay – Employees who are scheduled to work forty (40) hours per week or less shall have the option of taking their vacation earned as per 20.01 above, either as time off with pay or be paid out the credits earned, to a maximum of eighty (80) hours or a combination of time off and being paid out, at the employee's discretion. These credits shall be paid out at the next pay date providing the employee provides one week's notice to the Employer. Employees will receive vacation pay on a separate cheque.

When an employee takes vacation time off, the Employer shall provide the vacation pay at the last pay date prior to commencement of the vacation.

- 20.03 Carry Over – Employees will be entitled to carry over eighty (80) hours vacation credits to the subsequent year only with the agreement of the Employer.
- 20.04 Vacation Pay on Termination – An employee, whose employment is terminated for any reason, shall be paid with his final pay an amount equal to any vacation pay which may have accrued to him and remained unpaid.
- 20.05 Vacation – Vacation shall be granted according to seniority, provided always that the efficient operation of the Employer is not compromised.

The Employer shall post, no later than February 1 of each year, a list on which employees will indicate their choice of vacation. Employees shall have until April 1 of each year to indicate their choice to which choice the Employer will make every effort to grant. Once approved the vacation list will be posted not later than April 15 of each year.

Changes to the posted vacation list shall only occur upon written application of the employee which approval shall not be unreasonably withheld or only in the case of an emergency by the Employer.

- 20.06 Vacation Year – The vacation year shall be from April 1 to March 31.



- 20.07 Vacation Pay – Four per cent (4%) for all employees not entitled to vacation time off pursuant to the requirements of the *Employment Standards Act*, R.S.N.B. shall be paid to the employee at the time of the next regular pay after the end of the vacation pay year.
- 20.08 Sick Leave While on Vacation – An employee hospitalized or sick during his or her vacation period will qualify to use sick leave credits upon presentation of a medical certificate.

## **ARTICLE 21 – SICK LEAVE PROVISIONS**

- 21.01 Amount of Sick Leave – All employees shall be entitled to paid leave in an amount not to exceed three percent (3%) of their individual gross income up to a limit of four hundred (400) hours since the commencement of their employment for periods when they are absent from work because of *bona fide* illness (sick leave credits). This annual paid sick leave determination shall be made in hours by three percent (3%) of the gross annual pay by the hourly rate of the employee. **One (1) additional sick day per year was added with the percentages to be determined by the Employer and Union.**
- 21.02 Deduction from Sick Leave – A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour that the employee is absent on sick leave.
- 21.03 Investigation of Illness – 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.
- 21.04 Report of Illness – In any case of absence due to illness, the matter must be reported to the designated In-Charge person as soon as possible.
- 21.05 Sick Leave Records – A record of sick leave available for each employee shall be kept by the Employer made available to the employees.
- 21.06 Workers' Compensation – No absence from work of an employee who is receiving benefits under the *Workers' Compensation Act* shall be deducted from the sick leave entitlement of that employee (however sick leave may be used during the waiting period).
- 21.07 Flu Shots – The Employer shall pay the cost of flu shots once a year for all employees who request it.

## **ARTICLE 22 – LEAVE OF ABSENCE**

22.01 a) Union Business – Leave of absence, without pay, shall be granted upon request by any employee elected or appointed to represent the Union or affiliate upon receipt by the employer of a written request from the President of the local two weeks in advance of the date of leave. Operational requirements permitting, leave of absence under this Article may be granted where the written request is received less than two weeks in advance of the date of leave. The employer will be reimbursed by the local for any compensation paid during such leave.

b) Time off for Negotiations - Employees who are members of the Union Negotiating Committee shall be allowed time off to perform duties required of that committee. However, employees will submit notification for such leave to their immediate supervisor as soon as the employees have become aware of the appropriate dates. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause, and the Union shall then reimburse the Employer within ten (10) days of billing, provided the Employer submits such billing within thirty (30) days of the signing of this Agreement.

22.02 Bereavement Leave – An employee shall be entitled to bereavement leave of eight (8) consecutive days, five (5) of which with pay in the event of the death of any employee's spouse, mother, father, guardian, **grandmother, grandfather**, children or adopted children, brother, sister or person living in the same household to be taken during the period of bereavement and to commence not later than the day of the funeral.

An employee shall be granted a leave of absence of three (3) consecutive days, one and one half (1½) of which with pay on the death of the employee's, **aunt, uncle**, brother-in-law, sister-in-law, father-in-law, mother-in-law and to commence not later than the day of the funeral.

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 advise her Employer four (4) months before the projected date of delivery or as soon as her pregnancy is confirmed, whichever is the earliest, of her intent to take leave and the anticipated commencement date in the absence of an emergency, and

in the absence of an emergency, give two (2) weeks' notice to the Employer of the commencement date of the leave.

(b) Unpaid maternity leave may be for a term of up to seventeen (17) weeks coincident with the maternity leave provisions of the *Employment Insurance Act*.

- (c) An extension of unpaid maternity 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 seventeen (17) weeks maternity leave. An employee returning to work from maternity leave shall be reinstated in her previously held position with no loss of seniority or benefits.
- (d) At least ten (10) days prior to the scheduled date for return to duty, the employee shall notify the Employer of her intended date of 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 at the time of placement of one or more children for the purpose of adoption.
- (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 possible as to the length of the leave and the date that the leave will begin.

**22.05 Jury Duty** – The Employer shall grant leave of absence, without pay and without loss of seniority, to any employee who serves as a juror upon the employee so affected providing the Employer with a copy of their Notice to Juror.

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

**ARTICLE 23 – PAYMENT OF WAGES AND ALLOWANCES**

**23.01 Pay Days**

- (a) The Employer shall pay earnings bi-weekly, on Thursday, 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 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 4:00 p.m.

(d) The pay day shall be bi-weekly on Thursdays for the bi-weekly pay period ending the previous Wednesday at midnight of the previous week.

23.02 Equal Pay for Equal Work – The principle of equal pay for equal work shall apply regardless of gender.

23.03 Travel Expenses – The Employer shall compensate the employees for the use of their automobiles for work related activities at the rate prescribed by the New Brunswick Department of Social Development for that service. This shall be paid at pay day upon presentation of a claim on a prescribed form at least one (1) week before pay day.

#### **23.03-2 Direct Deposit**

The Employer shall implement a system of direct deposit with a financial institution, of the individual employee's choice.

23.04 Education Allowance – The Employer will cover the course fees and wages for any CPI, CPR or First Aid and renewal of criminal record checks, for which the Employer requires the employee to take. Employee shall accumulate seniority for all hours for all time spent while taking a mandatory course. This provision only applies from the time of making this agreement and is not retroactive to the commencement of its term.

23.05 Shortage in Pay – Any shortage in pay due to an error by the Employer shall be issued by the Employer not later than three (3) days after being made aware of the shortage.

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

24.01 Manulife or Provider – The present improved medical and hospital coverage plans 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. The Employer also agrees to share the cost of the premiums on a 50/50 basis for dental plan. The employee shall become eligible for the insurance on the first of the month following the completion of the probationary period of five hundred (500) hours. Eligibility under this section shall also require that an employee must work at least twenty-four (24) hours per week on a regular basis.

24.02 Group RRSP – In the event the employees enrol in a Group RRSP, the Employer agrees to make the necessary deductions from each employee regular wages and to submit the deductions to the administrator of the Group RRSP. Employees may change their rate of contribution once each year on February 1.

## **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 the bargaining agent within sixty (60) days of the signing of this Agreement.
- 25.02 The employer shall notify the Union, in advance, any changes to the current job specifications.
- 25.03 – New Positions. Where a new classification, not covered by the agreement is established, the rate of pay and duties shall be subject to negotiations between Union and Employer through Labor Management Meetings.

## **ARTICLE 26 – SAFETY AND HEALTH**

- 26.01 a) Both parties agree that the *New Brunswick Occupational, Health and Safety Act* shall apply to this Agreement.
- b) The Employer shall provide all new employees with appropriate health and safety training as part of employee orientation. Employees will be paid regular wages for the duration of the training.
- c) The Employer shall ensure that each person who is designated to serve on a Joint Health and Safety Committee has attended (or attends within twelve (12) months of being designated) an educational program as prescribed by the regulations to the *Occupational Health and Safety Act*. This does not apply to current committee members as stipulated by section 14.1(3) of the *New Brunswick Occupational Health and Safety Act*.
- d) Each member of the committee shall for the periods during which the members are taking any educational program required under the *New Brunswick Occupational Health and Safety Act* that relates to the member's service on the committee or during which the member is attending any committee meetings, receive pay at his or her rate and other benefits to which he or she would otherwise be entitled.
- e) A copy of the *New Brunswick Occupational Health and Safety Act* shall be posted on the occupational health and safety bulletin board.
- f) No employee shall be disciplined for exercising his or her rights under Article 19 of the *New Brunswick Occupational Health and Safety Act*.
- g) The committee shall investigate all work place accidents as per Article 15 of the *New Brunswick Occupational Health and Safety Act*.

- h) Notwithstanding Article 14(3) of the *New Brunswick Occupational Health and Safety Act* which states a committee shall consist of equal representation from both the Employer and the employees, and the Employer shall designate his representative or representatives and the employees shall designate their representative or representative, the parties agree to continue the current practice of two employee representatives, and one or two employer representatives.
- i) The Employer recognized the rights of the committee under Article 15 of the *New Brunswick Occupational Health and Safety Act*.
- j) The parties agree that the monthly health and safety inspection will be performed by an equal number of employee and Employer representatives. Each employee will be paid while performing monthly health and safety inspections.

## **ARTICLE 27 – GENERAL CONDITIONS**

27.01 Bulletin Boards – The Employer shall maintain a bulletin board at the residence.

## **ARTICLE 28 – COPIES OF AGREEMENT**

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

## **ARTICLE 29 – TERM OF AGREEMENT**

- 29.01 Term of Agreement – This Agreement shall be binding and remain in effect from **April 1, 2017 to March 31, 2019** and thereafter shall continue in force from year to year unless either party gives to the other party a 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.
- 29.02 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) 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.



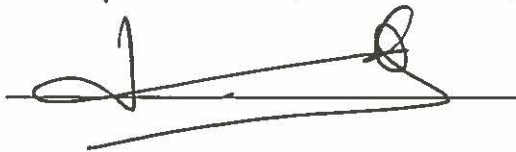
29.03 Agreement to Continue in Force – Both parties shall adhere fully to the terms of this Agreement during the period of collective bargaining, and if negotiations extend beyond the anniversary date of the Agreement, any revision in terms, mutually agreed upon shall, unless otherwise specified, apply retroactively to that date.

29.04 Successor's Rights – This Agreement shall be binding, as prescribed by the *Industrial Relations Act*, 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 13<sup>th</sup> day of DECEMBER, 2017.

FOR THE EMPLOYER

Leentie Burley - Director, ED



FOR THE UNION

Monica Selic - President  
Paul Allen Vice President



## SCHEDULE "A"

SCHEDULE "A" HOURLY RATE		
	2015 – 2016	2016-2017
Primary Worker (1) 0 – 1040 hours	$\$16.38 + 1.5\% = \$16.63$	$\$16.63 + 1.5\% = \$16.88$
Primary Worker (2) after 1040 hours	$\$17.13 + 1.5\% = \$17.39$	$\$17.39 + 1.5\% = \$17.65$
Support Worker (1) 0 -1040 hours	$\$14.63 + 1.5\% = \$14.85$	$\$14.85 + 1.5\% = \$15.08$
Support Worker (2) 1040 – 10400 hours	$\$15.38 + 1.5\% = \$15.61$	$\$15.61 + 1.5\% = \$15.85$
Support Worker (3) after 10400 hours	$\$15.84 + 1.5\% = \$16.08$	$\$16.08 + 1.5\% = \$16.32$

**Administrative position - \$20.00/hour.**

Support Worker 1 is employee with probationary status as per Article 14.03.

Support Worker 2 is employee that has met probationary requirements under Article 14.03.

**Retroactivity Clause:**

Retroactive Payment – Retroactive payment to April 1, 2017 for all employees shall be paid as part of the regular pay cheque which is issued for the pay period which follows the pay period in which this collective agreement is signed by both parties. Retroactivity payments apply exclusively to the regular rates of pay as defined in Schedule A. This retroactive pay does not apply to any other payments or benefits identified in any other articles of this agreement.

In Charge Worker: effective April 1, 2016, premium rate of pay of \$1.50 added to the employees' regular rate of pay for all hours worked as in charge.

The Employer and the Union will meet to ensure that a clear understanding is established between the parties concerning the roles and responsibilities of employees assigned to the in charge role. As part of these consultations, a process will be established by which employees wishing to be considered for assignment of in charge duties by the Executive Director can submit their names for consideration.

**LETTER OF AGREEMENT**

**Between**

**CUPE Local 3884**

**And**

**Southampton House, Inc.**

**Re: Inclement Weather or any other Act of God**

**Inclement Weather** - Any employee, who having made every reasonable effort to report for duty during the course of a storm and has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day, within the present or next rotation cycle, by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his/her regular days off or Statutory holidays, if staffing patterns permit and approved by Executive Director.

**For the Employer**



**Date:** 12-13-2017.

**For the Union**




*Paul Allen Vice President*

**LETTER OF AGREEMENT**  
**Between**  
**SOUTHAMPTON HOUSE, INC.**  
**And**  
**CUPE LOCAL 3884**



Should Southampton House, 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

  
\_\_\_\_\_

Dated: 12-13-2017

For the Union

  
\_\_\_\_\_  
  
\_\_\_\_\_

## LETTER OF UNDERSTANDING

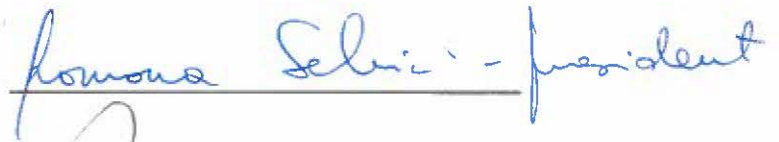
Between  
CUPE Local 3884  
And  
Southampton House, Inc.

As it has been recognized by CUPE and Employers nationwide, violence in the workplace is an ongoing issue. The Union and Management will develop language to support the initiative of dealing with violence in the workplace

For the Employer



For the Union

 - president

DATED: 12-13-2017 .

 Vice President

**LETTER OF AGREEMENT**  
**Between**  
**SOUTHAMPTON HOUSE, INC.**  
**And**  
**CUPE LOCAL 3884**

The position of Administrative in Charge is on a trial basis, commencement and follow-up will be documented and discussed through Labor Management Meetings. In case the internal applicant resigns or is asked to resign, Article 15.4 from the Collective Agreement will apply.

For the Employer

  
\_\_\_\_\_

DATED: 12-13-2017.

For the Union

  
\_\_\_\_\_

Paul Allen Vice President

