

COLLECTIVE AGREEMENT

BETWEEN

**MANOIR DE LA SAGESSE
(WISDOM MANOR)**

AND

CUPE / *Canadian Union
of Public Employees*

LOCAL 5375

Effective May 28th, 2018 to May 28th, 2023

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Manoir de la Sagesse Inc.
COLLECTIVE AGREEMENT
CUPE Local 5375

THIS AGREEMENT is effective as of **May 28th, 2018.**

B E T W E E N: Manoir de la Sagesse (Wisdom Manor),
Hereinafter called "**The Employer**",

A N D: Canadian Union of Public Employees, and its Local
Union No. 5375
Hereinafter called "**The Union**".

PREAMBLE

WHEREAS it is the intention and purpose of the parties to this Agreement:

- a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- b) It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an Agreement.
- c) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.
- d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.
- e) To assure a workplace free of discrimination, harassment and violence.
- f) To encourage efficiency in operation.
- g) Both parties agree to act in a fair and reasonable manor.

NOW THEREFORE the parties agree as follows:

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 the Employer 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 Discrimination

The Employer and the Union agree that all employees will be protected against discrimination respecting their human rights and employment in all matters including age, race, colour, religion, creed, sex, sexual orientation, pregnancy, physical disability, mental disability, illness or disease, ethnic, or national or aboriginal origin, family status, marital status, source of income, political belief, affiliation or activity, membership in a professional association, business or trade association, Employers' organization or Employees' organization, physical appearance, residence, or the association with others similarly protected or any other prohibition of the *Human Rights Code*.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 5375 as the exclusive bargaining agent for all employees of the Employer under the Certification Order (No. IR-017-18) issued by the *New Brunswick Labour and Employment Board* on the 15 of May 2018.

2.02 Bargaining Unit Work

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs, which are included in the bargaining unit, except in cases mutually agreed upon in writing by the Parties.

2.03 No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or their representatives, which may conflict with the terms of this Collective Agreement. No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization from the Union.

2.04 No Contracting-Out

In order to provide job security for the members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee.

2.05 Representatives of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating

with the Employer. Such representatives(s)/advisor(s) shall have access to the Employer's premises in order to deal with any matters arising out of this Collective Agreement.

ARTICLE 3 – DEFINITIONS

3.01 Employees

- a) A "full-time" employee shall be deemed to be an employee who regularly works more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- b) A "part-time" employee shall be deemed to be an employee who regularly works not more than thirty (30) hours per week, who makes a commitment to be available on a pre-scheduled basis as required, and in respect of whom there is advance scheduling.
- c) "Hours Worked" unless otherwise stipulated, includes regular hours worked, vacation hours paid, paid sick leave, paid holidays, paid leaves of absence but excludes overtime hours

3.02 Probationary Employees

Newly hired employees shall be considered on a probationary basis for a period of three (3) calendar months or four hundred and fifty (450) hours from the date of hiring. A probationary employee may be recognized as a permanent employee at some time prior to the completion of the probationary period.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement unless otherwise specified.

An employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability.

After completion of the probationary period, seniority shall be effective from the original date of employment.

3.03 Definition of Working Days

"Working day" as used in the Grievance and Arbitration procedure shall mean a day other than Saturday, Sunday or a recognized holiday.

ARTICLE 4 – HARASSMENT

4.01 Personal Harassment

Personal harassment shall be defined as: any behaviour which denies and or undermines individuals their health, dignity and respect, and that is offensive, embarrassing and humiliating to said individual, therefore, personal harassment of another employee in carrying out the duties or in the provision of their services in any form and at any level, whether it be colleague to colleague, supervisor to subordinate, or subordinate to supervisor, constitutes a

disciplinary infraction. Personal harassment shall include within its meaning sexual harassment.

The Employer endorses the right of every employee to work in an environment free from harassment and employees are free to pursue all avenues in the Employer's policy and the Collective Agreement, including the grievance procedure, for resolving complaints of harassment that may arise.

4.02 Sexual Harassment

- a) Sexual harassment shall be defined as any sexually oriented practice that undermines an employee's health, job performance, or workplace relationships or endangers an employee's employment status or potential. Sexual harassment shall include, but not be limited to:
 - i) Unnecessary touching or patting,
 - ii) Suggestive remarks or other verbal abuse,
 - iii) Leering at a person's body,
 - iv) Compromising invitations,
 - v) Demands for sexual favours,
 - vi) Physical assault.
- b) The Employer agrees to develop jointly with the Union, a policy against sexual harassment and make all management personnel and employees aware that violations of the policy shall be subject to disciplinary action. The Employer also agrees to include the subject of sexual harassment in staff or management training sessions.
- c) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- d) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- e) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- f) The Employer recognizes the principle that it is their responsibility to maintain a discrimination-free workplace. Therefore, where sexual harassment has been proven, an Arbitration Board will have the additional power to levy a penalty on the Employer.

ARTICLE 5 – UNION SECURITY AND CHECK-OFF DUES

5.01 Union Security

All employees of the Employer, shall, as a condition of continuing employment, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union within thirty (30) days of employment. The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

5.02 Deductions

Deductions shall be made from the bi-weekly payroll and shall be forwarded to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following, accompanied by a list of the names, addresses and phone numbers of all employees from whose wage deductions have been made. This list will also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the secretary of the Local Union.

5.03 New Employees

- a) The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- b) The Employer agrees that a Local Union representative will be given the opportunity to interview each newly hired employee who is not a member of the Union, once during the employee's first (1st) week of employment, for the purpose of advising such employee of the existence of the Union and of their rights and obligations under the terms of this Agreement. Such interview may take place on the Employer's premises at a time and location designated by the Employer for such interview and shall not exceed thirty (30) minutes duration.

5.04 Union Notification of New Hires

The Union shall be notified of the full name, position and employment status (e.g. full-time, part-time, temporary, seasonal, casual), start date and work location of all employees hired into the bargaining unit prior to their first (1st) day of employment.

5.05 T4 Slips

The Employer will report the yearly amount of Union dues paid by each employee on the employee's T-4 slip or any other legal reporting requirement which replaces the requirement to report dues remitted on a T-4 slip in the future.

ARTICLE 6 – CORRESPONDENCE

6.01 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto shall pass to and from the Administrator or their designate and the President of the Union or their designate in writing. Correspondence may be conducted in either French or English.

6.02 Contact Information

The Employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address, home telephone number (and other available personal telephone numbers, such as cellular numbers), work e-mail, and, if available, personal e-mail. The list will also indicate the employee's work site and employment status (such as full-time, part-time, temporary, seasonal, casual), and if the employee is on a leave of absence, the nature of the leave. The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local executive on an annual basis.

6.03 Bulletin Board

The Employer shall provide a locked bulletin board which shall be placed so that all employees will have access to it and upon which the Union shall have the right to post notices of regular meetings, special meetings, seminars or Union activities.

ARTICLE 7 – UNION AND MANAGEMENT RELATIONS

7.01 a) Representation

No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper written authorization from the Union. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

b) Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such Union duties, including work performed on various committees, shall be considered as time worked.

7.02 Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than two (2) members of the Employer, as appointees of the Employer, and not more than two (2) members of the Union as appointees of the Union. The Union will advise the Employer in writing of the Union nominees to the Committee.

Bargaining Committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to: attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing the above shall be considered as time worked. The bargaining Committee shall have the right to attend negotiation meetings held within the employees' working hours without loss of remuneration.

7.03 Union Management Committee

A Union - 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 interests of improved service to the residents, and job security for the employees.

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 residents,
- 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.

Meetings of Committee

The Committee shall meet at least once (1) each month at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this Committee.

Chairperson of the Meeting

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

Minutes of Meeting

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Union, the CUPE Representative and the Employer shall each receive two (2) signed copies of the minutes within three (3) days following the meeting.

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 not supersede the activities of any other committees of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

7.04

Health and Safety Committee

- a) The parties agree to abide by the *Occupational Health and Safety Act* and its regulations. The Employer and the Union agree that they mutually desire to maintain standards of safety and health in the home, in order to prevent injury and illness.
- b) A joint management and employees Health and Safety Committee shall be constituted with representation of at least half by employees from the various

bargaining units and of employees who are not represented by unions and who do not exercise managerial functions, which shall identify potential dangers, recommend means of improving the health and safety programs and obtaining information from the Employer or other persons respecting the identification of hazards and standards elsewhere. The committee shall normally meet at least once a month. Scheduled time spent in such meetings is to be considered to be time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and to the Union.

- c) Two (2) representatives of the Joint Health and Safety Committee, one (1) from management and one (1) from the employees, shall make monthly inspections of the workplace and equipment and shall report to the Health and Safety Committee the results of their inspection. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Committee and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified of the inspection of a government inspector and shall have the right to accompany him on her inspections. Scheduled time spent in all such activities shall be considered as time worked at regular or premium rates that may apply.
- d) The Joint Health and Safety Committee and the representatives thereof shall have reasonable access to the annual summary of data from the WSIB relating to the number of work accident fatalities, the number of lost workday cases, the number of lost workdays, the number of non-fatal cases that required medical aid without lost workdays, the incidence of occupational injuries, and such other data, as the WorkSafe NB may decide to disclose.
- e) The Union agrees to endeavor to obtain the full co-operation of its membership in the observation of all safety rules and practices.
- f) The Employer shall take every precaution reasonable in the circumstances for the protection of a worker.
- g) At least one (1) of the members of the of the Committee will be selected by the Union and will be trained to be a certified worker as defined under the Act. Training shall be provided by Workplace Safety and Insurance Agency with full costs paid by the Employer (including keeping pay whole).

7.05 Violence in the Workplace

- a) The Company agrees to the development of explicit policies and procedures in partnership with the union to deal with such situations and shall submit such policies to the Joint Health & Safety Committee for review.
- b) Violence in the workplace is any incident(s) in which an employee is threatened or a statement of behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, assaulted or abused during the course of their employment that may cause physical or psychological harm. This includes

threats, attempts or actual assault with or without weapons, application of force, verbal abuse and harassment.

- c) The parties recognize the right of employees to work in harassment, discrimination and violence free environment. Harassment, discrimination and violence in any form in where work related activities are performed shall not be tolerated.
- d) Additional training on harassment, discrimination and workplace violence will be provided by the Employer to all staff and attendance shall be mandatory.
- e) Employees shall have the right to be accompanied by a person of their choice during any interview process mentioned above.
- f) The Employer shall provide any affected employee with proper counselling and treatment services.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward may assist any employee, which the Steward represents, in preparing, processing and processing their grievance in accordance with the grievance procedure.

8.02 Name of Stewards

The Union shall notify the Employer in writing of the name of each Steward before the Employer shall be required to recognize them. The Employer agrees that Stewards shall not be hindered, coerced, restrained or interfered with in the performance of their duties while investigating disputes and presenting adjustments as provided for in this Article.

8.03 Grievance Committee

The Grievance Committee shall be composed of two (2) members of the Union plus the Union Steward directly involved with the grievance.

8.04 Permission to Leave Work

The Employer agrees that Stewards and/or the Grievance Committee 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.

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this agreement, including, but not limited to, the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration.

Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld.

All time spent in performing such Union duties, including work performed on shall be considered as work.

8.05 Definition of Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly, improperly or unreasonably.

8.06 Settling of Grievance

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

If the Steward and/or the Grievance Committee consider the grievance to be justified, they will first seek to settle the dispute with the employee's supervisor.

Step 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Chief Steward will submit to the Department Head, a written statement of the particulars of the grievance and the redress sought. The Department Head shall render their decision within five (5) working days after receipt of such notice.

Step 3

Failing settlement being reached in Step 2, the Grievance Committee will submit the written grievance to the Administrator, who shall render their decision within five (5) working days after receipt of such notice.

Step 4

Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

8.07 Mediation

By mutual consent, the parties may agree to use the services of a mediator. The parties agree to share the costs of the mediation.

8.08 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be by-passed.

8.09 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the Employer's representative shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employees, without the consent of the Union. Violation of this section shall result in the grievance being allowed.

8.10 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

8.11 Meeting Rooms for Grievances

In order to facilitate an orderly and confidential investigation of grievances, the Employer shall make available the temporary use of a private office or similar facility. The Employer shall also supply the necessary facilities for the grievance meetings.

8.12 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

8.13 Referral to Arbitration

If arbitration of any grievance is to be invoked, the request shall be made by either party within thirty (30) working days after the dates of the reply at Step 2.

ARTICLE 9 – ARBITRATION

9.01 Referral to Arbitration

It is agreed by the parties hereto that any difference of opinion relating to the interpretation, application or administration of this Agreement which cannot be settled after exhausting the Grievance Procedure shall be settled by arbitration. A Notice of Intent to arbitrate shall be forwarded to the other party within the time limits set out in Article 8.06 and such notice shall contain the name of the Union's nominee to the Arbitration Board. Within five (5) working days from the receipt of the Notice of Intent to Arbitrate, the other party must in turn name their nominee. A third person to act as Chairman shall be appointed by the respective nominee. Should either party fail to name their nominee within five (5) working days or should the nominees fail to appoint a Chairman within ten (10) working days from the date of their appointment, either party or their nominee shall request the *Labour Relations Service of the Province of New Brunswick* to make the appropriate appointment.

9.02 Payment for Board of Arbitration

Each of the parties hereto shall bear the expense of the nominee appointed by it, and the parties hereto shall jointly bear equally the expense of the third party, and any cost of the place of hearing of such arbitration, if and when the necessity arises.

9.03 Powers of the Board

It is agreed and understood that the Arbitration Board shall have no authority to alter, modify or annul any part of this Agreement. However, the Arbitration Board shall have authority to substitute such other penalty for the discharge or discipline, as the Arbitration Board deems just and reasonable in all circumstances.

9.04 Decision of the Board

The Arbitration Board shall hear and determine the matter and shall issue a decision which shall be in writing and contain the reasons for the decision. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority decision, the decision of the Chairman will govern.

9.05 Single Arbitrator

The Employer and the Union agree that by mutual written agreement of the parties, a Sole Arbitrator may be substituted for a Board of Arbitration. The appointment and jurisdiction of the Arbitrator shall conform to the provisions of this Article. Each party shall pay one-half (½) of the fees and expenses of the arbitrator and any costs of the place of hearing of such arbitration if and when the necessity arises.

ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE

10.01 Adverse Report

The Employer shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days of the event of the complaint, with copies to the Union.

This notice shall include particulars of the work performance, which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become part of their record for use against them in regard to discharge, discipline, promotion, demotion, or other related matters.

This Article shall be applicable to any complaint or accusation, which may be detrimental to an employee's advancement or standing with the Employer whether or not it relates to their work.

The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their record. The record of an employee shall not be used against them at any time after twelve (12) months following a suspension or disciplinary action, including letters of reprimand or any adverse reports.

10.02 Discharge Procedure

When an employee is discharged or suspended, the employee and the Union shall be advised promptly in writing by the Employer as to the reason for such discharge or suspension.

10.03 May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 8, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

10.04 Unjust Suspension or Discharge

Should it be found upon investigation that an employee has been unjustly suspended or discharged, such employee shall be immediately reinstated in their former position, without loss of seniority, and shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of a Board of Arbitration, if the matter is referred to such a Board.

10.05 Access to Personnel File

An employee shall have the right during normal business hours of the administration office to have access to have a copy of and review their personnel file. The employee is entitled to receive a copy of the file if requested. An employee shall have the right to respond in writing to any document contained therein. Such reply shall become part of the permanent record.

10.06 Right to have Steward present

An employee shall have the right to have their Steward present at any discussion with supervisory personnel, which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview. The Employer shall also notify the employee of their right to have a Union Steward present at the interview.

A Steward or Local Officer may have the right to consult with a CUPE staff representative and may have them present at any discussion with supervisory personnel which might be the basis of suspensions and/or terminations.

ARTICLE 11 – SENIORITY

11.01 Seniority Defined

Seniority is defined as the length of service with the Employer in the bargaining unit. Notwithstanding the above, a part-time employee cannot accrue more than one (1) year's seniority in a twelve (12) month period. The twelve (12) month period shall be determined locally. Seniority shall be used in determining preference or priority for promotions, transfers, schedules, call-ins, demotions, layoffs, and recall, provided that the senior employee is able to meet the normal requirements of the job. Seniority shall operate on a bargaining-unit-wide basis.

11.02 Seniority List

The Employer shall maintain separate seniority lists for full-time and part-time employees showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on the main bulletin board once a year in January of each year. An employee's name shall not be placed on the seniority list until they have completed their probationary period as outlined in Article 3.02. For the purpose of this Article, time away from work that is protected the *Employment Standards Act* or the *Human Rights Code* shall be deemed to be hours paid.

11.03 Loss of Seniority

An employee shall not lose their seniority rights in case of sickness, accident, layoff or leave of absence approved by the Employer. An employee shall lose their seniority in the event:

- (a) they have been discharged for just cause and is not reinstated,
- (b) they resign and does not rescind within twenty-four (24) hours.
- (c) they are absent without leave for a period in excess of three (3) scheduled shifts without sufficient cause or without notifying the Employer, unless such notice was not reasonably possible.

- (d) they fail to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address.
- (e) they are laid off more than twenty-four (24) months.

ARTICLE 12 – PROMOTIONS AND STAFF CHANGES

12.01 Job Postings

- a) When a vacancy occurs or a new position is created within the bargaining unit, within five (5) days of the vacancy, the Employer shall post a notice on the Employer's main bulletin boards with a copy to the Union. The position shall be posted for a period of five (5) working days so that interested employees can apply. The name of the successful applicant shall be posted on the Employer's main bulletin board.
- b) **Temporary Vacancies**
Temporary vacancies anticipated to be less than six (6) weeks duration shall not be posted, unless otherwise agreed between the Employer and the Union. The Employer will endeavour to distribute shifts as equally as possible.
- c) **Temporary Job Postings**
A vacancy which occurs for more than six (6) weeks will be posted stating that the position is limited and shall indicate the estimated duration of the limited job. In any event, the limited job shall not exceed twelve (12) months. Upon termination of a limited job, the employee filling the vacancy shall be returned to the classification and job location in which they last worked. In the event that a part-time employee is the successful applicant, the said employee shall retain their part-time status during the limited full-time period. An employee filling a temporary vacancy of six (6) weeks or longer duration shall not bid on any other temporary posting until the end of their temporary position.
- d) **Successful Applicant**
The successful applicant for a permanent full-time vacancy will fill the vacancy within six (6) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

The successful applicant for a temporary full-time vacancy will fill the vacancy within ten (10) calendar days from the date the employee was awarded the vacancy unless there are circumstances beyond the reasonable control of the Employer.

12.02 Information in Posting

The job posting notice shall contain the following information: nature of the position, qualifications, shift, wage or salary rate or range.

12.03 No Outside Advertising

No outside advertising for additional employees shall be made until present employees have had a full opportunity to apply as provided in Article 12.01

12.04 Recognition of Seniority

Both parties recognize the principle of promotion within the service of the Employer and that job opportunity should increase in proportion to length of service.

12.05 Methods of Making Appointment

In making staff changes, transfers, or promotions, appointment shall be made of the senior applicant able to meet the normal requirements of the job. Appointments from within the bargaining unit shall be made within three (3) weeks of posting.

12.06 Trial Period

The successful applicant shall be placed on trial for a period of thirty (30) days. Conditional on satisfactory service, such trial promotion shall become permanent after such period. The trial period is not to be used for training purposes.

The trial period may be extended with mutual agreement. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds themselves unable to perform the duties of the position, they shall be returned to their former position and salary without loss of seniority and wage or salary.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position and salary without loss of seniority and wage or salary. Any unsuccessful applicants for the original posting will then be considered in accordance with Article 12.05. If there are no unsuccessful applicants, then the position would be reposted.

12.07 Union Notification

The Union shall be notified of all appointments, hirings, layoffs, recalls and terminations of employment.

Notices of such appointments shall also be posted.

The Union will be supplied a copy of each posting.

12.08 Disabled Employee's Preference

An employee who has been incapacitated at their work by injury or compensable occupational disease, or who, through advancing years or temporary disablement is unable to perform their regular duties, will be employed in other work which they can do.

12.09 Postings While on Vacation or Leave

When an employee will be absent on vacation, and/or a leave of absence, the employee may advise their manager, in writing, and no more than seven (7) days prior to beginning the vacation, that they wish to be considered for any potential job posting which might arise during their vacation. The written notice must specify the job or position for which the employee wishes to be considered. If such job or position then arises during the employee's vacation, the written notice will be considered an application. The written notice is only valid during the vacation period immediately following its delivery to the manager.

12.10 New Classification

When a new classification within the bargaining unit is established by the Employer, the Employer shall determine the rate of pay for such new classification. Once the rate is determined, and then within seven (7) days, the Employer shall advise the Union of the rate.

If the Union disagrees with the rate, it shall have the right to request a meeting with the Employer. At such meeting, the parties will review the rate; the Employer's rationale for establishing the rate, and the reasons the Union disagrees with the rate. If the parties reach agreement, the agreement is effective as of the date on which the Employer gave the Union notice of the new rate.

When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the parties are unable to reach an agreement, either party may refer the dispute to arbitration, as provided in this agreement, provided the referral is made within fifteen (15) days of the meeting.

Any decision by a Board of Arbitration or Arbitrator as the case may be, shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

Any change awarded as a result of arbitration shall be retroactive only to the date on which the Employer gave the Union notice of the new rate.

ARTICLE 13 – LAY OFFS AND RECALLS

13.01 Lay Offs and Rehiring Procedure

Both parties recognize that job security should increase in proportion to length and quality of service. Therefore, in the event of a lay off, employees shall be laid off in accordance with Article 11 - Seniority; however, the Employer will retain sufficient employees in each classification in order to continue to provide satisfactory care for residents of the Home. Employees shall be recalled in the order of their seniority, providing they are qualified to do the work.

13.02 Lay Offs

Lay offs under the provisions of this Collective Agreement shall include the reduction of daily or biweekly hours of any full-time or part-time employee.

No full-time employee within the bargaining unit shall be laid off by reason of their duties being assigned to one (1) or more part-time employees.

13.03 Notice of Lay Off

In the event of a proposed lay-off of a temporary and/or permanent and/or long-term nature of thirteen (13) calendar weeks or more, the Employer will:

- a) Provide the Union with at least five (5) months' notice prior to its implementation. This notice is not in addition to required notice for individual employees,
- b) Provide affected employees with notice in accordance with the *Employment Standards Act*. The Act will be considered to provide the following additional notice:
 - i) for service greater than nine (9) years: nine (9) weeks of notice,
 - ii) for service greater than ten (10) years: ten (10) weeks of notice,
 - iii) for service greater than eleven (11) years: eleven (11) weeks of notice,
 - iv) for service greater than twelve (12) years: twelve (12) weeks of notice.
- c) Meet with the Union through the Labour Management Committee to review the reasons and expected duration of the lay-off, any realignment of service or staff and its effect on employees in the bargaining unit.

Any agreement between the Employer and the Union resulting from the above process concerning the method, timing and implementation will take precedence over other terms of lay-off and related provisions in this Collective Agreement.

13.04 Lay Off Procedure

In the event of layoff, the Employer shall lay off employees in reverse order of seniority within their classification, provided that there remains on the job employees who are able to meet the normal requirements of the job.

An employee who is subject to lay-off shall have the right to either:

- a) accept the lay off, or
- b) displace an employee who has:
 - i) less bargaining unit seniority in a lower or identical paying classification; and
 - ii) scheduled hours less than or equal to the employee being laid off; and
 - iii) if the employee originally subject to lay off is qualified for and can perform the duties without training other than orientation.
- c) an employee who wishes to exercise their right to displace another employee with less seniority shall advise the Employer within seven (7) days of the date of the notice of layoff issued by the Employer.
- d) for the purpose of the operation of clause (b) ii), laid off part-time employees shall not have the right to displace full-time employees.
- e) in the event that an employee is laid off from the full-time bargaining unit and provided that no other full-time bargaining unit positions are available for which the employee is qualified and able to perform, the full-time bargaining unit employee shall then be allowed to displace a part-time bargaining unit employee with less seniority provided that the employee is qualified and able to do the work available.

13.05 Recall Procedure

- a) An employee shall have opportunity of recall from a lay-off to an available opening, in order of seniority, provided they have the ability and qualifications as required by law to perform the work, and provided such opening is first posted under the job posting procedure and has not been filled.
- b) No new employees shall be hired until all those laid off have been given an opportunity to return to work and have failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.
- c) It is the responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within seven (7) calendar days after being notified to do so by registered mail, (which notification shall be deemed to have been received on the second date of mailing) and return to work within seven (7) calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work.
- d) Employees on lay off or notice of lay off shall be given preference for temporary vacancies, which are expected to exceed twenty (20) days of work. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off. This provision supersedes the job posting provision.

ARTICLE 14 – HOURS OF WORK

14.01 Normal Hours of Work

Subject to Article 15.02, the normal hours of work shall be as scheduled listed below, exclusive of an uninterrupted unpaid thirty (30) minute meal break. The maximum normal days per week shall not be more than five (5) days per week with a week being the period from Sunday to Saturday.

a) Care Services

Employees work seven (7) shifts in fourteen (14) days equaling eighty-four (84) hours in a two (2) week period. There is no rotation of day to night shifts.

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	x	x			x	x
x			x	x		

b) Food Services

Cook

Ten (10)-hour shifts day shifts only from 7am to 6 pm

4 on 4 off

Cook Helper

9am to 6pm

4 on 4 off

- c) **Housekeeping**
Monday to Friday, eight (8)-hour shifts (7.5hrs paid)
8am to 4pm
- d) **Maintenance**
Monday to Friday, eight (8)-hours shifts (7.5hrs paid)
8am to 4pm

14.02 Days off

Shall be planned in such a way as to equally distribute free weekends. A full-time employee shall receive one (1) weekend off in every two (2)-week period, which shall include Saturday and Sunday.

14.03 Working Schedule

The hours of work of each employee shall be posted in an appropriate place at least two (2) weeks in advance. The schedule will be posted in ink and will not be changed without the consent of the employee involved. The Union shall receive a copy of the said schedule on request.

There shall be no rotation of shifts unless by mutual agreement with the Union.

There shall be no split shifts.

14.04 Rest Period

All employees shall be permitted a rest period of fifteen (15) consecutive minutes in the first half and the second half of a shift in an area made available by the Employer.

14.05 Shift Exchange

Employees will be permitted to exchange days off, or shifts, with other employees by completing the appropriate forms, as supplied by the Employer, and with the Employer's permission. Such permission will not be unreasonably withheld. The Employer has no obligation for any premium payment arising out of any such exchange. Where the shifts involved involve shift differential, this premium shall be paid to the employee working the shift.

14.06 Time Off Between Shifts

Employees are to be allowed a minimum off twelve (12) hours off between the ending of one scheduled shift and the commencing of the other scheduled shift. Where the twelve (12) hours is not granted, the employee shall be paid such hours of work at the rate of time and one-half (1½).

14.07 Standard/Daylight Saving Time

At the time of change from Standard Time to Daylight Savings Time or Daylight Savings Time to Standard Time, employees shall be paid for the hours they worked at their straight time hourly rate of pay for all such hours worked.

14.08 Days Off - Consecutive

In no instance will any employee be required to work more than five (5) consecutive days without receiving their day off, unless otherwise mutually agreed. Nothing in this Article shall be construed as a guarantee of hours per day, or days per week.

14.09 Shift Selection

The number of required employees for each shift shall be determined by the Employer. Employees shall indicate their preference of either day or night shifts and shall be offered their option according to seniority.

ARTICLE 15 – OVERTIME

15.01 Overtime Defined

All time worked outside the normal workday, the normal work week, or on a holiday shall be considered as overtime.

15.02 All work performed in excess of eighty-four (84) hours, over a two (2) week period shall constitute overtime. The regular daily hours of work in each shift shall not exceed twelve (12) hours. No employee shall be required to work more than two (2) consecutive shifts without a twelve (12) hour break between the first and second shift. The overtime rate of pay shall be at the time and one half of the regular hourly rate of the employee.

15.03 No Lay-Off to Compensate for Overtime

Employees shall not be required to be layoff during regular hours to equalize any overtime worked.

15.04 Distribution of Overtime

Overtime shall be given in order of seniority to the employees who are willing and qualified to perform the work that is available.

15.05 Minimum Call-Back Time

When an employee is called back to work after going home, or upon completion of their shift, such employee shall be paid at time and one-half (1½) their regular rate of pay for actual hours worked with a minimum of four (4) hours of such pay. If an employee is called in immediately prior to the commencement of their regular shift, they shall be paid at the overtime rate of time and one-half (1½) of the actual hours worked until the commencement of the shift.

15.06 Overtime Bank

Employees will have the choice of receiving overtime in cash or in a bank. The employees may take the time off from their bank at a time that mutually agreed between the parties.

ARTICLE 16 – HOLIDAYS

16.01 The Employer recognizes the following as paid holidays for the employees:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Canada Day
- e) New Brunswick Day
- f) Labour Day
- g) Remembrance Day
- h) Christmas Day

And such other holiday which may be proclaimed by the Province of New Brunswick from time to time during the term of this agreement.

16.02 Payment for Holidays

An employee who is required to work on any of the above named holidays will receive pay at the rate of time and one-half (1½) the employee's regular hourly rate for every hour worked on such day, in addition to pay for the holiday at the employee's regular hourly rate or the employee may be granted an alternate day off (lieu day), at a mutually agreeable time, to be taken within sixty (60) days after the holiday except at Christmas and New Year's. Payment for such lieu day will be based upon the entitlement the employee otherwise would have been eligible to receive for the holiday at overtime hourly rates.

16.03 Holidays for Days Off

When any of the above noted holidays fall on an employee's scheduled day off, the employee shall receive another day off with pay at a time mutually agreed upon between the employee and the Employer, or by mutual agreement, a day's pay in lieu thereof.

16.04 Christmas or New Year's Off

The holiday schedule shall provide that every employee shall have at least Christmas or New Year's Day off.

ARTICLE 17 – VACATIONS

17.01 Length of Vacations

Employees shall receive an annual vacation with pay in accordance with credited service prior to the commencement of the vacation period as follows:

- | | |
|---|-----------------|
| a) Less than 5 years of service | 14 working days |
| b) Less than 10 years and more than 5 years | 21 working days |
| c) More than 10 years | 28 working days |

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, they shall be granted an additional day's vacation with pay for each holiday, in addition to their regular vacation time.

17.03 Vacation Pay on Termination

An employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.04 Preference in Vacations

Vacations shall be granted first on the basis of seniority.

17.05 Vacation Schedule

Deadlines for submitting vacation requests shall be as follows:

- a) Employees shall submit their vacation schedule and preference by the end of April. The schedule shall be prepared by May 15th for review and shall be posted by the end of May.
- b) Vacation schedules shall not be changed unless mutually agreed to by the employee and the Employer.

17.06 Unbroken Vacation Period

An employee shall be entitled to take their vacation in an unbroken full week period unless otherwise mutually agreed upon between the employee concerned and the Employer.

17.07 Illness During Vacation

Sick leave may be substituted for vacation where it can be established by the employee that an illness or accident occurred while on vacation.

It is understood that the Employer will reschedule vacation for an employee whose vacation would be interrupted by a serious illness occurring immediately prior to the scheduled vacation.

ARTICLE 18 – SICK LEAVE PROVISIONS

18.01 Sick leave shall mean the period of time an employee is permitted to be absent from work with full pay as a result of being unable to perform the regular duties or is a health risk to the residents of the Employer by virtue of being sick or disabled or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

18.02 Amount of Sick Leave

- a) Paid sick leave credits for full-time or part-time employees shall be accumulated in the following manner:
 - i) a full-time or part time employee will accumulate paid sick leave credits at the rate of 0.04598 for each regular paid hours worked, effective on the first day of permanent employment.
 - ii) the maximum allowable accumulation of credits will be ninety (90) hours.

- b) Sick leave credits shall continue to be added to the sick leave bank of the employee on an ongoing basis as earned and shall be available for use by the employee. A deduction shall be made from the employee's accumulated sick leave credits for each regular working hour (exclusive of Holidays) that the employee is absent on sick leave.

18.03 Proof of Illness

Following three (3) consecutive workdays of being sick or disabled an employee may be required to provide the Employer a doctor's certificate, certifying that the employee was or is unable to carry out the regular duties, or is a health risk to work colleagues or residents of the Employer. If the Employer requires additional medical information it may require the employee, at the Employer's sole cost, to obtain from the attending physician or doctor the medical reason why the employee is unable to perform the regular duties or is a health risk for the residents or work colleagues.

18.04 Sick Leave Record

Any employee is to be provided in writing, on application to the Employer, the amount of sick leave accrued to their credit under this Article.

18.05 Medical Care Leave

Employees shall be granted sick leave for medical or dental appointments, or medically prescribed treatment, which cannot be arranged outside of working hours. The employee must advise the Employer as soon as the appointment is confirmed.

18.06 Notification to Employer

An employee who is unable to report for duty on their scheduled shift shall notify the Employer of this fact in advance of the commencement of her scheduled shift; provided that this requirement shall be waived by the Employer where the employee was unable to give such notice due to circumstances beyond their control.

18.07 Definitions

For the purpose of this Article, the word "month" shall mean a calendar month, and the words "sick leave" shall include injury and/or any other physical incapacity.

ARTICLE 19 – LEAVE OF ABSENCE

19.01 General Leave

The Employer may grant leave of absence without pay and without loss of seniority to any employee requesting such leave of absence for valid personal reasons such request to be in writing and approved by the Employer. Employees on approved leave of absence should not engage in any gainful employment without permission of the Employer. Such leave is not to be unreasonably denied.

19.02 Leave for Union Function

Upon notification to the Employer, an employee elected or appointed to represent the Union at Union functions shall be allowed a leave of absence with pay and benefits and without loss of seniority. The Union shall reimburse the Employer for receipt of such pay.

19.03 Leave of Absence for Full-Time Union or Public Duties

An employee who is elected or selected for a full-time position with the Union or anybody with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay and without loss of seniority.

19.04 Bereavement Leave

- a) In the event of death of an employee's spouse (including same sex or common-law spouse), child or parent, the employee shall be entitled to leave of absence without loss of pay for five (5) days.
- b) In the event of a death of an employee's sister, brother, mother-in-law, father-in-law, son-in-law, daughter -in-law, grandparent or grandchild, the employee shall be entitled to leave of absence without loss of pay for four (4) days.
- c) In the event of death of an employee's aunt, brother-in-law, sister-in-law, uncle, niece or nephew or any other second degree relative, the employee shall be entitled to leave of absence without loss of pay for three (3) days.

19.05 Compassionate Leave or Family Leave

Leave without pay shall be granted up to a maximum of five (5) working days off per calendar year for serious illness in the immediate family or other justifiable and serious family emergencies.

19.06 Domestic/Intimate Partner/Sexual Violence

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work. Such request shall not be unreasonably denied. Employees poor performance or attendance shall not be subject to discipline arising from these situations.

19.07 Return from Leave

On return to duty after a period of leave, the employee shall be placed in the position that they held prior to going on parental leave, with the appropriate wage rate and benefits.

19.08 Parental Leave

Parental Leave is a period without pay to which an employee is guaranteed at a minimum under the provisions of the Employment Standards Act and the Employment Insurance Act, upon the birth or adoption of a child.

- a) An employee who becomes a parent, and who has been employed for at least thirteen (13) weeks immediately preceding the date of the birth of child or the date the child first came into care or custody of the employee, shall be entitled to parental leave.
- b) A "parent" includes: the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of the child and who intends to treat the child as her or her their own.
- c) Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into the custody, care and control of

the parent. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to thirty-five (35) weeks in duration if the employee also took pregnancy leave and thirty-seven (37) weeks in duration if she they did not.

- d) An employee not on pregnancy leave requesting parental leave, shall give the Employer four (4) weeks written notice of the date the leave is to begin.

Parental leave ends thirty-five (35) weeks or thirty-seven (37) weeks after it began, as the case may be, or on an earlier day if the employee gives the Employer at least four (4) weeks written notice of the day.

- e) For the purposes of Parental Leave, the following provisions shall also apply:
 - i) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to thirty-five (35) weeks while the employee is on parental leave.
 - ii) Credits for service and seniority shall accumulate for a period of up to thirty-five (35) weeks while the employee is on parental leave on the basis of what the employee's normal regular hours of work would have been.
 - iii) The Employer will continue to pay the applicable percentage of benefits and its share of pension contributions during the period of pregnancy leave. The Employer will register those benefits as part of the Supplemental Unemployment Benefit Plan with the Canada Employment Insurance Commission.

19.09 Jury or Court Witness Duty

The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or subpoenaed witness in any court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or court witness duty, excluding payment for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

Time spent by an employee required to serve as a court witness, for the Employer and at the request of the Employer, in a matter arising out of her their employment shall be considered as time worked and shall be paid at the appropriate rate of pay.

19.10 Education Leave

Where employees are required to take courses to upgrade or acquire new employment qualifications, the Employer shall pay the full cost associated with the courses.

19.11 Deemed Employed During Leave of Absence

- a) The Employer shall not suspend, lay off, dismiss or otherwise terminate the employment of an employee who has been granted a leave of absence under this agreement.
 - i) during the leave of absence, or

- ii) for reasons arising from the leave alone.
- b) An Employee who has been granted a leave of absence under this agreement:
 - i) retains seniority accrued up to the commencement of the leave,
 - ii) continues to accrue seniority during the leave at the same rate of accrual that would have occurred had the employee worked during the leave, and
 - iii) shall be deemed to have been continuously employed with the employer during the leave of absence

ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer agrees that wages will be paid bi-weekly on every second Thursday.

On each payday, each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions. The employee's hourly rate is to be placed on the cheque stub.

If an employee is under paid, the following applies:

- a) If the amount of the error is equal to or greater than the employee's normal gross wages for a day of work, the Employer will provide the adjustment payment promptly. The objective is to deliver the payment within three (3) business days of the error being brought to the Employer's attention.
- b) Errors for lesser amounts will normally be corrected on the next pay.

20.02 Equal Pay for Equal Work

The principle of equal pay for equal work shall apply, regardless of gender identity.

ARTICLE 21 – EMPLOYEES BENEFITS

21.01 Master Policy

The Union shall be provided with a current copy of the Master Policy of all insured benefits.

21.02 Change of Carriers

It is understood that the Employer may at any time substitute another carrier for any plan, provided the benefits remain the same. Before making such a substitution, the Employer shall notify the Union to explain the proposed change and to ascertain the views of the employees. Upon request by the Union, the Employer shall provide to the Union full specification of the Benefit Programs contracted for and in effect for employees covered herein.

21.03 Group Benefit Plan

An employee eligible, in accordance with its terms and conditions, may apply for coverage under any group insurance plan which the Employer may have in place. The Employer will pay one half (½) of the monthly premiums and the employee will pay the other half (½) by payroll deduction. An employee is not entitled to any benefits or coverage until after the completion of their probation period and the employee meets the eligibility criteria of the insurer. Any proposed changes to the plan will be discussed and agreed upon by the Employer and the Union prior to implementation.

21.04 Premiums While on Leave

The Employer shall continue to pay its portion of premiums for insured benefit plans, provided employees continue to pay their portion, as follows:

- a) While on paid leave of absence or Family Medical Leave.
- b) While on pregnancy and parental leave.
- c) While receiving WSI for injury while in the employ of the Employer for up to twelve (12) months from the date of the injury.
- d) While absent due to illness.
- e) While on lay-off.

ARTICLE 22 – PENSION

22.01 Pension Plan

The parties of this collective agreement agree the Multi-Sector Pension Plan as follows:

22.02 In this Article, the terms used shall have the meanings as described:

- a) ‘Plan’ means the Multi-Sector Pension Plan
- b) ‘Applicable Wages’ means the basic straight time wages for all hours worked and in addition:
 - i) the straight time component of hours worked on a holiday; and
 - ii) holiday pay, for the hours not worked, and
 - iii) vacation pay; and
 - iv) sick pay paid directly by the Employer (but not short-term indemnity payments paid by an insurer) which results in the employee receiving full payment for the hours missed due to illness. Applicable wages include any sick pay which an employee is permitted to receive in cash despite not having been absent from the workplace; and

All other payments, premiums, allowances and similar payments are excluded.

- c) 'Eligible Employee' means a full time and part-time employee in the bargaining unit as per Article 3.
- i) commencing upon signing of the Collective Agreement, each eligible employee shall contribute for each pay period an amount equal to four (4) % of applicable wages to the plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to four (4) % of applicable wages to the plan.
 - ii) the eligible employee and Employer contributions shall be remitted to the plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the administrator of the plan.
 - iii) the Employer agrees to provide to the administrator of the plan, on a timely basis, all information required pursuant to the *Pension Benefits Act, SNB. 1987, Ch. P-5.1*, as amended, and *Income Tax Act (Canada)* which the administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, it shall be provided in such form to the plan if the administrator so requests.

For further specificity, the items required for each eligible employee by the agreement include:

- i) To be provided once only at plan commencement:
 - Date of hire
 - Date of birth
 - Date of first contribution
 - Seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit).
 - Gender
- ii) To be provided with each remittance:
 - Name
 - Social Insurance Number
 - Monthly remittance
 - Pensionable earnings
 - Year to date contributions
 - Employer portion of arrears owing due to error, or late enrolment by the Employer
- iii) To be provided initially and as status changes
 - Full address
 - Termination date where applicable (MM/DD/YY)
 - Marital Status
- iv) To be provided annually but no later than December 1st of each year.

Current complete address listing

- i) The Employer agrees to be bound by the terms of the agreement and declaration of trust and the rules and regulations of the plan adopted by the trustees of the plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a prescribed participation agreement with the trustees of the plan.
- ii) The Employer and the eligible employee shall provide to the trustees of the plan all further information reasonably required to give effect to the plan.

ARTICLE 23 – TECHNOLOGICAL AND LEGISLATIVE CHANGES

23.01 Technological and Other Changes

The Employer will notify the Union at least thirty (30) days in advance of any technological or other change, which the Employer plans to introduce which will significantly change the status of the employees within the bargaining unit. The Employer agrees to meet and discuss with the Union the impact of the technological or other change on the Nursing Home, its employees and the residents.

23.02 Information related to Legislative Disclosure

The Employer will provide information to the Union that will assist it to fulfil any legislative disclosure requirements. The information will be provided in writing within ten (10) working days of the Union requesting any such information.

23.03 Leave with Pay for Compliance with Union Legal Disclosure Requirements

The Employer will grant leave with pay for a member designated by the Union to complete the reports needed to comply with any federal or provincial legislation that requires disclosure of Union finances or other affairs.

Such leave with pay will be reimbursed to the Employer.

23.04 Disclosure and Leave with Pay for Dues Collection and Authorizations

In the event that legislation is enacted that alters the current dues deduction or remittance language as set out in this collective agreement or existing legislation, the Employer will provide:

- a) an electronic spreadsheet indicating the pay period covered by the deduction and the following information for all employees in the bargaining unit: name, employment status (such as full-time, part-time, temporary, seasonal, casual), classification/job title, branch, worksite, regular earnings, work schedule and total hours worked. The spreadsheet will be sent to the Union's Local Secretary-Treasurer and National Servicing Representative, within ten (10) days of each pay period.
- b) paid Union leave and access to the workplace during working hours for the Union to meet with each employee in the bargaining unit in order to collect dues and authorizations. Such leave with pay will be reimbursed to the Employer.

ARTICLE 24 – GENERAL CONDITIONS

24.01 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and her their rights and duties under it. It is agreed that the Union will prepare the Collective Agreement for signing within sixty (60) days of receiving the arbitration award or written notice of ratification and shall subsequently arrange to print sufficient copies within thirty (30) calendar days from the date it receives the signed copy of the Collective Agreement. The Union and the Employer shall share the cost of printing equally.

24.02 Plural or Feminine Terms May Apply

Whenever the singular or masculine is used in this agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so requires.

ARTICLE 25 – RETROACTIVITY

25.01 General Retroactivity

- a) Increases to the salary schedule shall be retroactive to May 28, 2018. Where employees either have left the employ of the Employer and/or have entered into the employ of the Employer between from May 28, 2018 and September 21, 2021, they shall be entitled to the prorated amount of such payments.
- b) The Employer will endeavour to provide all retroactivity within thirty (30) days of the arbitration award and/or receiving written notice of ratification. If the retro is not paid within forty-five (45) days, then thereafter interest will be paid.
- c) All retroactivities will be paid to employees on a separate cheque or itemized on an employee's regular cheque.
- d) All former employees shall be sent notice by the Employer at their last known address and will have thirty (30) calendar days from the date notice is sent to claim retroactive payments. The Union shall receive a copy of all notices sent to former employees.

ARTICLE 26 – TERMS OF AGREEMENT

26.01 The term of this Agreement shall be from May 28, 2018 to May 28, 2023 and shall continue from year to year upon the expiration of that term unless either party gives to the other party notice in writing at least ninety (90) days prior to the expiration date in each year that it desires its termination or amendment.

ARTICLE 27 – WAGES

27.01 Every full-time employee and part-time employee, as defined in Article 3 of the agreement, and who is hired for an indeterminate period, shall be paid for work done every

second Friday, in accordance with Articles 27.02, 27.03 and 27.04 and in accordance with the wage rates set out in Schedule A.

27.02 Wage Grid

Every full-time employee and part-time employee will be classified in terms of pay band as follows:

- Step A 0 to 2 years, less a day
- Step B 2 to 5 years less a day
- Step C 5 to 10 years less a day
- Step D 10 years and longer

27.03 a) Wage Adjustment – Cost of Living

Notwithstanding articles 27.01, 27.02, 27.03 (b), 27.04 & Schedule A, all wages will be adjusted annually, until notice is given pursuant to Article 26.01 of the collective agreement, by the amount of the annual CPI.

(An illustration of this computation is Employee X, with a wage rate of \$12.00 an hour on May 28, 2018, and subject to an assumed annual CPI of 2%, will on May 28, 2019, receive a wage of \$12.24 an hour, so on and so forth.).

b) Wage Adjustments - Provincial

Every employee shall benefit and receive any extraordinary wage increase for workers, or other amount, that may be granted or allocated to the Employer by the Province of New Brunswick for employees during the term of this agreement, which said increase shall be incorporated into the existing wage rate and be subject to any other applicable wage adjustments indicate in this Article 27.

27.04 Grand-Fathered Wage Rates

Provided always, that in the event a member of the bargaining unit receives a wage rate, as of September 21, 2021, that is in excess of the prescribed rate as stipulated in Article 27.02 and indicated in Schedule A, that person shall continue to receive the said wage rate until the employee qualifies for a higher rate of pay, as prescribed in Schedule A, at which time the prescribed wage rate will apply.

IN WITNESS WHEREOF the parties have signed this 21st day of September, 2021

FOR THE UNION

Louis Duguay
Hayden McQuinn

FOR THE EMPLOYER

MEMORANDUM OF UNDERSTANDING

Between

MANOIR DE LA SAGESSE (Wisdom Manor)

(the 'Employer')

and

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 5375

(the 'Union')

BENEFITS PROVIDER

THE EMPLOYER AND THE UNION HEREBY AGREE that within six (6) months upon signing of the collective agreement, to begin searching for a replacement if the current benefits plan to be concluded in the first (1st) year of the collective agreement under the following conditions:

- a) There are no reductions in the benefits (remain the same) presently enjoyed by the employees,
- b) The coverage includes a long-term disability plan,
- c) There are savings for both parties

IN WITNESS WHEREOF the parties have signed this 21st day of September, 2021

FOR THE UNION

Lani Duguay
Kayla Meier

FOR THE EMPLOYER

SCHEDULE A WAGES

		2018	2019	2020	2021	2022	2023
NB CPI			1.72%	0.22%			
PSW-1	A	\$ 13.48	0.23 13.71	0.03 13.74	0.00 13.74	0.00 13.74	0.00 13.74
	B	\$ 14.48	0.25 14.73	0.03 14.76	0.00 14.76	0.00 14.76	0.00 14.76
	C	\$ 15.48	0.27 15.75	0.03 15.78	0.00 15.78	0.00 15.78	0.00 15.78
	D	\$ 16.48	0.28 16.76	0.04 16.80	0.00 16.80	0.00 16.80	0.00 16.80
PSW-2	A	\$ 13.84	0.24 14.08	0.03 14.11	0.00 14.11	0.00 14.11	0.00 14.11
	B	\$ 14.84	0.26 15.10	0.03 15.13	0.00 15.13	0.00 15.13	0.00 15.13
	C	\$ 15.84	0.27 16.11	0.04 16.15	0.00 16.15	0.00 16.15	0.00 16.15
	D	\$ 16.84	0.29 17.13	0.04 17.17	0.00 17.17	0.00 17.17	0.00 17.17
Cuisine	A	\$ 13.00	0.22 13.22	0.03 13.25	0.00 13.25	0.00 13.25	0.00 13.25
	B	\$ 14.00	0.24 14.24	0.03 14.27	0.00 14.27	0.00 14.27	0.00 14.27
	C	\$ 15.00	0.26 15.26	0.03 15.29	0.00 15.29	0.00 15.29	0.00 15.29
	D	\$ 16.00	0.28 16.28	0.04 16.32	0.00 16.32	0.00 16.32	0.00 16.32
Maintenance	A	\$ 14.00	0.24 14.24	0.03 14.27	0.00 14.27	0.00 14.27	0.00 14.27
	B	\$ 15.00	0.26 15.26	0.03 15.29	0.00 15.29	0.00 15.29	0.00 15.29
	C	\$ 16.00	0.28 16.28	0.04 16.32	0.00 16.32	0.00 16.32	0.00 16.32
	D	\$ 17.00	0.29 17.29	0.04 17.33	0.00 17.33	0.00 17.33	0.00 17.33
Menage	A	\$ 13.20	0.23 13.43	0.03 13.46	0.00 13.46	0.00 13.46	0.00 13.46
	B	\$ 14.20	0.24 14.44	0.03 14.47	0.00 14.47	0.00 14.47	0.00 14.47
	C	\$ 15.20	0.26 15.46	0.03 15.49	0.00 15.49	0.00 15.49	0.00 15.49
	D	\$ 16.00	0.28 16.28	0.04 16.32	0.00 16.32	0.00 16.32	0.00 16.32

Note: Years 2021-2023 to be determined when Statistics Canada publishes the CPI for New Brunswick, in January/February of the following year.