

Collective Agreement

between

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

and

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

Effective: April 1, 2023 to March 31, 2026

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THIS COLLECTIVE AGREEMENT made and entered this 12 day of ^{March}~~February~~ 2024.

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

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

PREAMBLE:

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

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

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

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

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

In this spirit, the parties hereby agree as follows:

ARTICLE 1 - MANAGEMENT RIGHTS

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

ARTICLE 2 - RECOGNITION AND NEGOTIATIONS

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

ARTICLE 3 - DEFINITIONS

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

- 3.02 Employees, irrespective of classification, may be subdivided into the following categories:
- (a) Full-time Employee shall mean, for the purpose of this Agreement, an Employee who is hired by the Employer as a Full-time Employee regularly scheduled to work sixty-four (64) or more every two weeks, on an average, over a four (4) week period and is expected to work regularly scheduled shifts as scheduled by the Employer that stay the same each schedule, subject to Article 17 - Hours of Work.
 - (b) Part-time Employee shall mean, for the purpose of this Agreement, an Employee who is hired as a Part-time Employee works less than sixty-four (64) hours every two (2) weeks, on average, over a four (4) week period as scheduled by the Employer that include regularly scheduled shifts that are intended to stay the same each schedule (to the extent the hours and shifts are available due to staffing requirements) and also include irregular hours on an as needed basis, subject to Article 17 – Hours of Work.
 - (c) Casual Employees shall mean, for the purpose of this Agreement, an Employee who is hired by the Employer as a Casual Employee and works irregular hours and on an as needed basis, subject to Article 17 – Hours of Work.
- 3.03 Sick Leave, for the purpose of this Agreement, means the period of time an Employee is permitted to be absent from work with full pay as provided under Article 21.
- 3.04 Promotions, for the purpose of this Agreement, are a change from one classification to another classification, a change from Part-time Employee to Full-time Employee status, a change from Casual Employee to Part-time Employee status, or a change from Casual Employee to Full-time Employee status.
- 3.05 Seniority is defined in Article 14. A year of seniority is defined as 2080 hours of seniority.
- 3.06 A day for purpose of calculating time limits under this Agreement shall be a calendar day unless specified otherwise.
- 3.07 Grievance, for the purpose of this Agreement, shall be defined as an alleged violation of a specific article or section of this Agreement **or applicable legislation**.
- 3.08 **They/Them** Terms May Apply: Wherever the **ungendered term** is used in this Agreement, it shall be considered as singular (**unless otherwise specified**) as it has been used where the context of the party or parties hereto so require.
- 3.09 The length of a day is the Employee's scheduled shift for that day.

ARTICLE 4 – NO DISCRIMINATION

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

ARTICLE 5 – UNION MEMBERSHIP

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

ARTICLE 6 – CHECK OFF

- 6.01 **Check-Off** - The Employer agrees to deduct a uniform amount of Union dues set by the Union from the wages of each Employee. Notification of a change in the amount of such deduction shall be presented to the Employer in writing by the Union, as far in advance as is practical, but with the minimum time period of thirty (30) days.
- 6.02 Deductions shall be made from each payroll and shall be forwarded to the National Secretary-Treasurer of CUPE, not later than the 15th day of the month following the month for which such deductions were made, accompanied by a list of names, addresses and classifications, and the amount of deductions from each Employee from whose wages the deductions have been made.
- 6.03 **Inform New Employees** - The Employer agrees to inform each new Employee, upon hiring, of the fact that this Agreement is in effect. The Union may also prepare a sheet containing the contact information of the Union Executive and Shop Steward and provide a copy to the Employer. If it has been provided to the Employer, the Employer agrees to provide a copy of such sheet to any new employees upon hiring. **The Employer will allow a Union Representative an opportunity to speak to the new employees and acquaint them with the benefits and duties of the Union membership during working hours, which meeting shall be no longer than thirty (30) minutes and at a time that does not disrupt the delay delivery of services to clients. The scheduling of such meeting shall be subject to the approval of each employee's supervisor, which approval shall not be unreasonably withheld.**
- 6.04 The Employer shall indicate, on each Employee's T-4 slip, the amount of dues paid by the Employee during the previous year.
- 6.05 The Union shall indemnify and save harmless the Employer from any and all claims, which may be made against it, by any employee or employees for amounts deducted from wages as herein provided.

ARTICLE 7 – CORRESPONDENCE

7.01 All correspondence between the parties arising out of the Agreement or incidental thereto, shall pass to and from the Employer and the Secretary or the President of the Union unless expressly provided otherwise.

ARTICLE 8 – LABOUR MANAGEMENT COOPERATIONS COMMITTEE

8.01 **Establishment of Committee** - The parties to this Agreement recognize the benefits which can be derived from a Labour Management Committee and shall establish such committee. It is agreed that such committee shall be composed of a mutually agreeable, equal number of Employer and Union representatives of up to two (2) from each party. Meetings shall be held

a minimum of four (4) times per year or on as needed basis upon notification to the other party of at least five (5) days of the desired date. Nevertheless, a party cannot require more than one meeting per calendar month. The party requesting a meeting shall provide an agenda of subjects to be discussed at such meeting, and the meeting will be limited to a discussion of the subjects on the agenda, unless mutually agreed otherwise.

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

ARTICLE 9 - BARGAINING COMMITTEE

- 9.01 Representatives - The Union shall have the right, at any time, to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer, and the Employer shall have the assistance of any person it deems necessary in dealing or negotiating with the Union. **The Employer will grant union leave for up to two members of the Union to attend and participate for scheduled negotiating days, subject to operational requirements and approval, which approval will not be unreasonably withheld for appointed or elected Negotiating Committee members. If approval cannot be granted for operational reasons, the parties will co-operate to ensure all negotiations occur at times and locations when and where Negotiating Committee members are able to attend. The Union will provide the names of the bargaining team in advance to the Employer. The Employer will maintain the employee's wage and applicable benefits and will be reimbursed by the Union within thirty (30) days of receiving the invoice.**

ARTICLE 10 – GRIEVANCE PROCEDURE

- 10.01 Election of Stewards - In order to provide for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect Stewards whose duties shall be to assist an Employee which the Steward represents in preparing and presenting **their** grievance in accordance with the grievance procedure.
- 10.02 Names of Stewards - The Union shall appoint one (1) Employee in the bargaining unit to serve as the Steward to act as the official, local spokesperson for the Union membership. The Union shall notify the Employer, in writing, of the name of the Steward before the Employer shall be required to recognize **them**. Any changes in the Steward personnel shall be given to the Employer promptly.
- 10.03 Steward Leaving Work - No Steward shall leave **their** work without first getting permission from one of the Employer's designated representatives. **They** must also report to a representative when returning to work. Such permission shall not be unreasonably withheld.

10.04 Settling of Grievances - It is understood that any Employee who has a potential grievance shall first discuss the potential grievance with **their** immediate supervisor and afford such supervisor an opportunity to settle the potential grievance. Failing such settlement, **or with all reasonable efforts made the meeting does not occur**, the Employee (accompanied by **their** Steward if the Employee wishes) shall be entitled to initiate the following additional steps. At each step in the grievance procedure, the issue shall be presented in writing, specifying the particulars of the grievance, the article allegedly violated and the remedy sought.

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

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

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

The name of the management person (or **their designee**, if the person is not available) in each step of the grievance procedure shall be posted in both residences.

10.05 Union or Policy Grievance - Where a dispute involving a question of general application or interpretation occurs, or where **the Union files a grievance for a group of Employees**, the grievance procedure may commence at Step 2 of Article 10.04.

10.06 Employer Grievance – The Employer may institute a grievance by presenting the grievance in writing to the Union President or **their** designate. The Union President shall render **their** decision, in writing, within ten (10) days after the receipt of the grievance. Failing satisfactory settlement, the Employer shall, within thirty (30) days after receipt of the Union President's decision, refer the grievance to arbitration, in writing, as provided for in Article 11.

10.07 Time Limits - The time limits in this Article and Article 11 are mandatory and may only be changed by mutual consent confirmed in writing. If a decision is not rendered within the required time limits in Article 10.04 or Article 10.06, it shall be deemed to be a denial of the grievance as of the expiry date of the applicable time limit, and the grieving party may proceed forward. If a grievance is not presented within the time limits of each step or is not referred to arbitration within the time limits, the grievance shall be deemed to be abandoned and will be null and void and cannot be reopened. **Timelines may be extended by request of either party, and such request shall not be unreasonably denied.**

10.08 **The Union shall have the right at any time to have the assistance of a staff representative of CUPE when dealing with the Employer at Steps 1, 2, 3 of the grievance procedure.**

ARTICLE 11 – ARBITRATION PROCEDURE

- 11.01 No matter may be submitted to arbitration unless settlement thereof has been attempted through the grievance procedure set forth in Article 10.
- 11.02 If the applicable party wishes to refer a matter to arbitration, it shall notify the other party of their intent within the time limits provided in Article 10 in writing by registered mail addressed to the other party of this Agreement.
- 11.03 The parties agree to the use of a sole Arbitrator. If the parties to this Agreement cannot agree on the Arbitrator within fifteen (15) days of the receipt of the notice of intention provided in Article 11.02, either party may request the Minister designated under the *Industrial Relations Act* of New Brunswick to appoint an impartial Arbitrator.
- 11.04 Procedure - The Arbitrator may determine its own procedure but shall give full opportunity to all parties to present evidence and make representation to it.
- 11.05 Decision of the Arbitrator
- (a) The Arbitrator shall hear and determine the difference or allegation and render its decision within thirty (30) working days from the date of the final hearing. The decision of the Arbitrator shall be final and binding upon the Employer, the Union, and upon any Employee affected by it. In no event shall the Arbitrator have the power to change this Agreement or to alter, modify, or amend any of its provisions, nor make any general changes such as changes in wage rates, nor deal with any matter not covered by this Agreement.
- (b) Mediation may be used as an additional or alternate process to arbitration with mutual agreement of the Union and Employer.**
- 11.06 Disagreement on Decision - Should the parties disagree as to the meaning of the Arbitrator's decision, either party may, within fifteen (15) days after the decision is received, apply to the Arbitrator clarify the decision, which the Arbitrator shall do within thirty (30) days.
- 11.07 Expenses of the Board - Each party shall share equally the fees and expenses of the Arbitrator or mediation.
- 11.08 Witnesses - At any stage of the grievance, mediation or arbitration procedure, the parties may have the assistance of the Employee(s) concerned as witnesses and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the Arbitrator to have access to Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.
- 11.09 An Employee shall suffer no loss of pay when required to leave their employment at New Brunswick Community Residences, Inc. temporarily to attend grievance or arbitration hearings scheduled during an employee's regularly scheduled working hours.
- 11.10 **The Employer and Union may have the assistance of any party(ies) they deem necessary to assist in the mediation or arbitration process.**

ARTICLE 12 - NO STRIKE LOCKOUTS

12.01 No Strikes or Lockouts – There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 13 - DISCIPLINE, SUSPENSION AND DISCHARGE

13.01 With the exception of probationary employees defined in Article 14, or as otherwise provided in this Agreement, no Employee shall be disciplined in any manner, demoted, suspended without pay or discharged except for just cause.

13.02 Whenever the Employer deems it is necessary to discipline an Employee, the Employer shall request a meeting with the Employee and notify the Employee of **their** right to have a Union Representative present. The Employer will notify a Steward or a member of the executive of the Union of the meeting and that individual may attend upon the request of the Employee. If an Employee decides not to have a Steward present, the Employee will provide confirmation of that decision in writing to the Employer and the Union. At the meeting, the reasons will be presented in writing, with a copy provided to all those in attendance. If a Union representative is not present, a copy will be provided to a Union representative after the meeting. The date of such meeting, when it occurs, shall be deemed to be the date of the discipline for the purposes of the time limits under the grievance procedure.

13.03 May Omit Grievance Steps – A grievance related to a suspension or discharge may commence at Step 2 of Article 10.04.

13.04 Employee File - Upon request and during normal office hours, an Employee shall be given an opportunity to read **their** personal file and may make a copy of any document in such file. Such copies may be modified to protect sensitive personal and/or health related information of clients or other persons. **The Employee may provide written permission to the Employer allowing access to an executive member of the Union or designate to their employee file.**

13.05 Clean Record – **Discipline placed on an Employee's file shall not be relied upon after eighteen (18) months have elapsed since the most recent disciplinary action was taken, Provided to further similar disciplinary action has been issued during this period.**

13.06 Unless otherwise stated on the document being signed, when the signature of an employee on a document is requested by the Employer, the employee's signature shall serve as evidence to indicate that its contents have been read and understood, and not as evidence that **they agree or disagree** with it.

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the seniority established under the collective agreement expiring March 31st, 2011 and on a go forward basis the number of actual hours worked by an Employee for the Employer and also includes any authorized periods of leave to attend Union business, any periods while receiving Workers' Compensation benefits, Sick Leave benefits under this Agreement, other unpaid leaves under the *Employment Standards Act* not encompassed by Sick Leave, and approved educational leave to update training requirements to meet the current Adult Residential Facilities Standards.

- 14.02 Employees shall accumulate no more than 2080 hours of seniority per calendar year. Seniority shall be bargaining unit wide.
- 14.03 An up-to-date seniority list shall be sent to the Union and posted on the bulletin board by the start of each quarter (April 1st, July 1st, October 1st and January 1st) showing the number of hours of seniority from the date of hiring, job classification (including whether they are Full-time, Part-time or Casual) Sick Leave credits, vacation and banked time.
- 14.04 Loss of Seniority - An Employee shall lose **their** seniority, forfeit all rights hereunder, and deem to be terminated with no right or obligation to rehire in the event:
- (a) **They are** discharged and the discharge is not reversed through the grievance procedure or arbitration procedure;
 - (b) **They** resign;
 - (c) **They are** absent from work in excess of three (3) consecutive working days without giving the Employer a valid and acceptable explanation;
 - (d) **They fail** to return to work from lay-off within five (5) working days following notification by registered mail or any other means the Employer may choose, except in case of sickness. It shall be the responsibility of the Employee to keep the Employer informed of **their** current address and telephone number;
 - (e) **They are** laid off for a period of longer than eighteen (18) months; or
 - (f) **They are** a Casual or Part-time Employee not on lay-off **or an authorized leave** and **they do** not work any hours at the Employer for a period of three (3) months, thereafter the Employer has discretion to terminate the Employee under this Article.
- 14.05 Transfers and Seniority Outside Bargaining Unit - No Employee shall be transferred to a job outside the bargaining unit without **their** consent. If an Employee is transferred to a job outside the bargaining unit, **they shall retain their seniority** acquired up to the date of leaving the unit, for a period not to exceed one (1) year from the date of leaving the unit and will not accumulate any further seniority while working outside the bargaining unit. If the Employer consents to such Employee later returning to the bargaining unit within the one (1) year period, **they** shall be placed in a job consistent with **their** skills, ability, and seniority, so long as such return does not result in lay-off or change in job of any other employees.
- 14.06 Notwithstanding Article 15, an Employee transferred to a job outside the bargaining unit under Article 14.05 shall have a two-month trial period and during that trial period, the Employer shall not be required to post the Employee's former job. During this trial period the Employer may temporarily assign and Employee into the former job until the trial period ends, and such assignment will be offered by seniority subject to the Employee having the necessary qualifications. The job shall be posted no later than after the trial periods ends. In the event the Employer finds that the Employee is unsatisfactory in the job during the aforementioned trial period or if the Employee wants to be returned to **their** former position, **they** shall be returned to **their** former job without loss of seniority.
- 14.07 Probationary Employees - Newly hired employees shall be considered on a probationary basis for a period of three hundred and sixty (360) hours of work from the date of hiring or four (4) months from the date of hiring, whichever occurs earlier. **The probationary period may be extended by mutual agreement between the Employer and the Union.** During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such Employee may be terminated at any time during the probationary period without recourse to the grievance or arbitration procedure, unless the Union claims discrimination under Article 4 as the basis of termination. When an

Employee completes **their** probationary period, the Employee's seniority shall start from the date of hiring.

ARTICLE 15 - VACANCIES, PROMOTIONS, TRANSFERS

- 15.01 **Job Postings**: Where a new job is created or a vacancy occurs in the bargaining unit, and the Employer decides to fill it, the Employer shall notify the Union in writing and post a notice on all designated bulletin boards for a minimum of one week. The Employer shall also phone or mail (by e-mail or post) the job posting to employees on vacation or an approved leave to their phone number or address on file. It is the responsibility of each employee to provide (and if necessary, update) the phone number and/or address to obtain job postings to the Employer. Within twenty-one calendar days of the close of competition, the name of the successful applicant shall be posted. Nothing in this clause shall prevent the Employer from assigning an employee a temporary appointment to a job which has been posted before the permanent appointment is made.
- 15.02 **Information on Postings** - Such notice shall include, but is not limited to, the following information: nature of job, qualifications required (such as education, experience, skills, abilities, etc., and other job requirements), hourly rate or range, **status (full-time, part-time, or casual)**.
- 15.03 **Methods of Making Appointments** - The Employer will first consider all internal applicants. In making its selection, the Employer will consider qualifications required, taking into account client and situational factors for the job. Where the foregoing factors are equal, the senior applicant will be given preference. Should there be no qualified applicant, the Employer may fill the job from outside the bargaining unit.
- 15.04 **Trial Period** – In the case of promotion within the bargaining unit of employees who have already completed **their** probationary period, the successful applicant shall be placed on trial for a period of **three hundred and sixty (360)** hours of work. Conditional on satisfactory service, such trial period shall become permanent after working **three hundred and sixty (360)** hours. In the event the Employer finds that the successful applicant is unsatisfactory in the job during the aforementioned trial period, **they** shall be returned to **their** former job without loss of seniority or wages. Any other Employee promoted or transferred because of the rearrangement of jobs shall also be returned to **their** former job without loss of seniority or wages.
- 15.05 **Union Notification** - The Employer shall send a letter to the Secretary and President of the Union advising of all appointments, hiring's, layoffs, transfers, recalls and terminations of employment of all employees covered by this Agreement, monthly.
- 15.06 When an Employee, who has become incapacitated by a handicap, an illness, advancing years or temporary disability, is unable to perform **their** regular duties, the Employer and Union will make every reasonable effort, to the extent required by the *Human Rights Act*, to relocate the Employee in a job consistent with **their** disability, incapacity or age. The Employer shall not displace any other Employee, except a probationary Employee, from **their** job in order to effect this relocation, except on consent of the Union. Displacement of a probationary Employee does not require consent. The displacement of an Employee with consent of the Union or the displacement of a probationary employee cannot be grieved.
- 15.07 **Temporary Assignments** – **Temporary vacancies of more than two (2) months may be posted as per Article 15.02. The posting will include an anticipated start and end date for the assignment.**

ARTICLE 16 - LAY-OFFS AND RECALLS

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

ARTICLE 17 - HOURS OF WORK

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

17.02 Hours of Work Schedule

- (a) The Employer shall prepare the schedule to minimize overtime in the following order:
- (i) The Employer shall allocate as evenly as possible the regularly scheduled hours and shifts amongst the Full-time Employees first so that, if possible, Full-time Employees receive at least eighty (80) hours pay averaged over a two (2) week period.
- (ii) The Employer shall then allocate as evenly as possible their regularly scheduled hours and shifts amongst the Part-time Employees who have regularly scheduled shifts.

- (iii) Remaining hours shall be allocated as evenly as possible, to Part-time Employees and Casual Employees qualified to do the work and who have indicated availability.
 - (iv) If hours are still not filled, they may be allocated under Article 17.03.
 - (v) Full-time Employees can request in writing, subject to the approval of the employer, to work a temporary or permanent reduction in hours. Such request shall be for no less than sixty-four (64) hours over a two (2) week period and if approved, the full-time employee shall retain all rights and benefits of a full-time employee as per the collective agreement. Such request shall not be unreasonably denied. A temporary reduction shall be for a period of time determined by mutual agreement between the Employer and Employee. Either party may end a reduction provided that a minimum of four (4) weeks' notice is given or until the posting of the next work schedule, whichever is greater.
- (b) Employees may notify the Employer, in writing, of any shift preferences. An Employee requesting days off or a change in shift preferences shall notify the Employer before the schedule is posted. When determining the schedule, the Employer shall attempt to give more senior employees qualified to do the work available their shift preferences first when scheduling non-overtime work.
 - (c) A schedule for all employees, stating the days and shifts of each Employee's hours of work and **their** scheduled days off shall be posted two (2) weeks in advance on a designated area.
 - (d) The Employer shall not alter a posted schedule without prior notification to the affected employees.

17.03 Hours not scheduled under Article 17.02 and other overtime hours arising for any reason will be allocated to maximize straight time regular hours' opportunities for all employees and to minimize overtime. The hours will be allocated on a rotational basis to qualified employees, contacting part-time and Casual Employees first and then Full-time Employees, on the basis of seniority, firstly, to employees who are scheduled to work less than eighty (80) hours in the two (2) week period; and lastly, to all employees who are scheduled to work or who have actually worked eighty (80) hours or more in the two (2) week period on a rotating call in list. The most junior qualified employee not already working at the Employer during those hours shall make every possible effort to make **themselves** available for work.

17.04 Once an Employee is allocated a shift, the Employee is required to fill the shift. Failure to meet such an allocation may result in discipline. Additionally, employees who fail to fulfil a scheduled allocation or refuse after being contacted three times within a calendar month will be placed at the bottom of the calling list rotation for the next calendar month, unless such failure or refusal is due to medical reasons or any other reason at the discretion of the Employer.

17.05 When any hours of work are to be offered under this Agreement on a rotational basis or otherwise, the Employer shall **contact Employees using the contact information and preferred method of contacting** provided by the Employee (**telephone call, text, instant message, et cetera**), and if the Employee or their representative does not **respond within a reasonable period of time appropriate to the situation, the Employer may proceed to the next Employee on the appropriate list. For example, for an urgent, last-minute call-in for the shift starting immediately, if there is no answer the Employer will move on to the next**

senior Employee. For a non-urgent shift change, a longer period of time would be appropriate to wait for a response. It is the Employee's responsibility to ensure that their telephone number and preferred method of contact is up to date and provided to the Employer. If the Employee has not indicated a preferred method of contact, the Employer will contact the Employee via text or telephone call.

- 17.06 (a) The Apartment Manager's hours of work are based on a flexible working hours work week that are not scheduled under the other provisions of this Agreement. As such, the position's hours may include, call back and occasional work performed in excess of **sixty-four (64)** hours in a two week period. Any such excess hours are compensated through the flexible working hours work week of this position, by allowing the Apartment Manager to allocate their own hours with little supervision, such as working fewer hours in one week to compensate for extra hours worked in a previous week.
- (b) The preceding applies to the Apartment Manager to the extent **they are** working in the Apartment Managers' position. The Apartment Manager may, **if they have** the required qualifications and subject to the other provision of this agreement regarding hours' allocation, work available and unallocated hours in the Facility Support Worker's position. The Apartment Manager's regular hours worked, shall be deemed to have been eighty (80) hours over the applicable two week period for the purposes of calculating overtime entitlement, if any, for the extra time spent working on a shift in the Facility Support Worker's position. The Apartment Manager shall be paid at the applicable Facility Support Worker rate while working in the position as if **they** had the same years of service.
- 17.07 **The Employer recognises the need for adequate rest periods and will provide a minimum of eight (8) hours rest period between sixteen (16) hour shifts, except where an emergency has occurred.**

ARTICLE 18 – OVERTIME

18.01 Overtime Defined

- (a) For Full-time Employees only, all work performed while on vacation and on scheduled days off shall constitute overtime.
- (b) All hours of work performed in excess of eighty (80) hours over a two (2) week period shall constitute overtime.
- (c) For Full-time Employees only, who are offered and accepted to work beyond their scheduled shift, all work performed before or after the completion of the regular shift when notice was not provided at least two (2) hours prior to the start of the shift, shall constitute overtime.
- (d) There shall be no pyramiding of overtime.

18.02 Compensation for Overtime

- (a) If an Employee is authorized to work and does work overtime, **they** will be compensated by either pay at time and a half their regular rate ("Overtime Rate") or straight time off in lieu for the hours worked. If the overtime is worked at a location with a different rate of

pay, the Overtime Rate shall be time and a half of the applicable Facility Support Worker position's rate for that location.

- (b) The Employee shall advise the Employer of which option **they** choose, and the time off option must be exercised, within ninety (90) days of the overtime, except by mutual agreement between the Employee and the Employer, otherwise it will be paid.

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

18.04 Minimum Call Back Time - An Employee who is called in to work outside **their** regular scheduled working hours, and does so, shall be paid the greater of the actual hours worked at the applicable Facility Support Workers position's rate for the location called in to work (or Overtime Rate if applicable), or three (3) hours at the applicable Facility Support Workers position's rate for the location called in to work.

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

ARTICLE 19 - HOLIDAYS

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

New Year's Day	Labour Day
New Brunswick Day	Thanksgiving Day
Victoria Day	Christmas Day
Good Friday	Boxing Day
Easter Monday	Canada Day
Remembrance Day	Family Day
	National Day for Truth and Reconciliation

19.02 Holiday Pay Defined

- (a) Full-time Employees – Holiday Pay, per holiday, for Full-time Employees shall be eight (8) hours at the Employee's regular rate of pay.
- (b) Part-time and Casual Employees – Holiday Pay, for Part-time or Casual Employees shall be banked paid time off for use on a holiday, accumulated on an hourly basis calculated bi-weekly in the amount of 0.046 for hours worked in the pay period, not including any other amounts such as allowances, premiums, Vacation Pay or Holiday Pay. The maximum amount of banked Holiday Pay that can be earned in a year is seventy-two (72) hours.

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

19.04 Working on a Holiday

- (a) Full-time Employees – If a Full-time Employee works on a holiday, **they shall have the option to:**
 - (i) be paid **time and one-half (1-1/2) the applicable Facility Support Worker position's rate** for all hours worked at that location, and receive Holiday Pay for the holiday worked; or
 - (ii) be paid **time and one-half (1-1/2) the applicable Facility Support Worker position's rate** for all hours worked at that location and receive an alternate day off with Holiday Pay to be used on a date mutually agreed between the Employee and the Employer within ninety (90) days of the holiday.
- (b) Part-time and Casual Employees – If a Part-time or Casual Employee works on a holiday, **they shall be paid time and one-half (1-1/2) the applicable Facility Support Worker position's rate** for all hours worked at that location and shall receive Holiday Pay for the holiday of up to eight (8) hours from their available Holiday Pay banked under 19.02(b), if any hours are available in the banked Holiday Pay at the time of the holiday.

19.05 Holiday on a Non-Working Day - When any of the above noted holidays fall on an Employee's day off, a Full-time Employee who has completed their probationary period shall receive an alternative day off with Holiday Pay on a date granted at the Employer's discretion taking into account the requirements of the business, and all other employees shall only receive Holiday Pay for the holiday (to the extent hours remain available in the banked Holiday Pay under 19.02 (b)).

ARTICLE 20 - VACATION

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

- (i) **Full-Time Employees**
 - (a) An Employee who has been an Employee for less than four (4) years of seniority shall be entitled to: six and two thirds (6 2/3) hours of vacation time off for each full calendar month of service to a maximum of eighty (80) hours of vacation time off with Vacation Pay in a Vacation Year.
 - (b) An Employee who has been four (4) or more years of seniority shall be entitled to: ten (10) hours of vacation time off for each full calendar month of service to a maximum of one hundred and twenty (120) hours of vacation with Vacation Pay in a Vacation year;
 - (c) An employee who has been ten (10) or more years of seniority shall be entitled to: thirteen and one third (13 1/3) hours of vacation time off for each full calendar month of service to a maximum of one hundred and sixty (160) hours of vacation with vacation pay in a vacation year.

(ii) **Part-time Employees shall be entitled to the rate of accruing vacation time off with pay as per 20.01 (i) and accruing the vacation time proportional to hours worked. This accrual total shall be updated quarterly. Part-time Employees may have to have their vacation paid out biweekly instead of at the time of vacation, but this change may only occur once per year, and remain in effect until the subsequent year.**

(iii) Other Employees – vacation pay only, no time off.

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

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

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

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

20.06 Calculation of Vacation Pay – Vacation Pay for Full-time Employees **and Part-time Employees shall be at the rate effective immediately prior to the Employee's vacation period excluding premiums or overtime rates.**

20.07 Vacation Year - Vacation Year shall mean the twelve (12) month period from January 1st to December 31st.

20.08 An Employee hospitalised or sick at home during **their** vacation will qualify for use of Sick Leave credits upon presentation of a medical certificate, provided the Employer is notified upon return to work. The portion of **their** vacation replaced by Sick Leave credits shall be rescheduled later as per Article 20.

20.09 Pay of Vacation – Casual Employees shall be paid vacation pay bi-weekly and it will be calculated on the Employee's straight-time earnings for hours worked in the pay period, not including any other amounts such as allowances, premiums, vacation pay, as follows:

- (a) 4% for employees **with less than four (4) years of seniority**;
- (b) 6% for employees **with more than four (4) years of seniority**;
- (c) 8% for employees **with ten (10) or more years of seniority**.

ARTICLE 21 - SICK LEAVE PROVISIONS

- 21.01 Amount and Purpose of Sick Leave - The purpose of Sick Leave is to provide employees with some protection against the loss of earnings during short-term periods when, due to illness, they cannot perform their assigned duties. All Full-time Employees (upon hiring), and Part-time employees (after completing their probationary period) in the bargaining unit shall earn Sick Leave credits on a monthly basis at the rate of 0.058 hours per hour worked in the month to a maximum of ten (10) hours accumulation in a month and up to a maximum of one hundred and sixty (160) hours for Full-time employees (increasing to two hundred (200) hours as of April 1, 2021) and fifty (50) hours for Part-time employees. Casual Employees are not entitled to and do not accumulate Sick Leave benefits.
- 21.02 Deduction from Sick Leave - A deduction of Sick Leave credits equal to the number of hours absent shall be made from the Employee's accumulated Sick Leave credits for each full or partial day that the Employee uses Sick Leave. Any partial hours of absence will be rounded up to the nearest half hour. No payments shall be made for accumulated and unused sick leave upon retirement or change from Full-time to Part-time or Casual, or if an Employee separates for any reason.
- 21.03 Investigation of Sick Leave – The Employer reserves the right to investigate any reported illness of an Employee. Appropriate proof of illness may be required for any period of illness. In all cases, proof of illness from a medical practitioner is required for any period of Sick Leave in excess of three (3) consecutive working days.
- 21.04 Family Responsibility Leave – An Employee shall be entitled to use **their** Sick Leave credits per calendar year for purposes related to the health, care or education of a person in a close family relationship with the Employee, if sufficient Sick Leave credits have accumulated to cover the hours absent. The Employer agrees to grant days of unpaid family responsibility leave (less any days the Employee requests to use Sick Leave credits under this Article) in a manner consistent with the New Brunswick *Employment Standards Act*.
- 21.05 Report of Absence - In any case of absence due to sickness or accident, or any use of leave, the matter must be reported as soon as possible to the Employer.
- 21.06 Sick Leave During Leave of Absence - When an Employee is given leave of absence without pay for any reason or does not work for a period exceeding one half (1/2) the number of working days in any month, no Sick Leave credits shall accumulate for the month, but the Employee shall maintain any Sick Leave credit if any existing at the time upon **their** return to work.
- 21.07 Sick Leave Records - A record of all unused Sick Leaves will be kept by the Employer. Any Employee is to be advised on application of the amount of Sick Leave accrued to **their** credit.
- 21.09 The absence of any Employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the Employee's Sick Leave credits or vacation. The Employee shall be allowed to use Sick Leave credits while waiting for **their** application for Workers' Compensation to be processed or appealed.

- 21.10 Sick Leave shall be granted for medical or dental appointments, which cannot be arranged outside of an Employee's normal working hours. The Employee shall notify the Employer of the time of the appointment as soon as the appointment is confirmed.
- 21.11 If an Employee requests a leave of absence without pay for medical reasons that is four (4) or more consecutive calendar days in length, proof of illness from a medical practitioner may be required. The Employee will continue to accrue seniority at the regular rate while out on medical leave of absence without pay for the length supported by appropriate medical documentation, up to eighteen (18) months from the start date of the leave. **Their** job will be held for this time period (although it may be temporarily filled), but if the Employee is unable to return to **their** own job at the end of eighteen (18) months, the job shall be posted as per this Agreement, and, unless accommodation can be done as provided in Article 15.06, Article 14.05(e) shall apply as if the eighteen (18) months leave of absence were a lay-off.

ARTICLE 22 - LEAVE OF ABSENCE

22.01 Union Business

- (a) Leaves of absence, without pay, of up to **twenty (20)** days per calendar year shall be granted upon request by any Employee elected or appointed to represent the Union business. Any leaves greater than this amount may be granted on the discretion of the Employer, which will not be unreasonably withheld. Application for such leave shall be made, if possible, two (2) weeks before the schedule is posted under Article 17. No more than one (1) Employee scheduled may be on leave provided under this Article at the same time, although the Employer shall grant leave for additional employees scheduled at the same time at the Employer's discretion taking into account the requirements of the business.
- (b) The Employer shall maintain full wages and benefits of the Employee during a leave of absence in accordance with Article 22.01(a). The Union shall reimburse the Employer for this within one (1) month of the Employee being paid.

22.02 **Bereavement Leave** - An Employee shall be granted up to five (5) consecutive days, per incident, for purposes of bereavement leave, terminating no later than one day after the funeral, in the event of the death of an Employee's spouse, mother, father, children, brother, sister, grandparents step-children, grandchildren, live in partner and in-laws of the same type. An Employee shall be granted up to three (3) consecutive days, per incident, for the purposes of bereavement leave, terminating no later than one day after the funeral in the event of the death of an Employee's nieces, nephews, aunts or uncles, to attend the funeral or to attend to funeral arrangements. If any of those up to three (3) or five (5) (as the case may be) consecutive days are scheduled work days for the Employee, the Employee shall receive pay (the Employee's regular straight time rate times the number of hours the Employee was scheduled to work on the day) for such scheduled work days missed. The Employer agrees to grant days of unpaid bereavement leave (less any days the Employee uses under this Article) in a manner consistent with the *New Brunswick Employment Standards Act*.

22.03 **Maternity, Adoption, and Child Care Leave** – The Employer agrees to grant maternity, adoption, and/or child care leave in a manner consistent with the *New Brunswick Employment Standards Act*. Such leaves shall be unpaid, although an employee who is entitled to maternity leave may use up to ten (10) days of accumulated Sick Leave credits to cover the two week waiting period before which maternity leave benefits under the *Employment Insurance Act* become available.

22.04 Court Leave - The Employer agrees to grant court leave in a manner consistent with the New Brunswick *Employment Standards Act*.

22.05 General Leave - The Employer may grant leave of absence at its discretion without pay and without loss or gain of seniority, to any Employee requesting such leave for good sufficient cause, such request to be in writing and approved by the Employer.

22.06 Compassionate Care Leave – The Employer agrees to grant compassionate care leave in a manner consistent with the New Brunswick *Employment Standards Act*.

22.07 Inclement Weather – A Full-time or Part-time employee who, after having made every reasonable effort to report for duty during the course of a storm and has been prevented from doing so because of the condition of public streets or highways, will be given an opportunity to make up any lost hours, if possible.

22.08 **Domestic and Family Violence**

Employees will be entitled to Domestic Violence, Intimate Partner Violence or Sexual Violence leave provisions in accordance with the New Brunswick *Employment Standards Act* as amended from time to time.

ARTICLE 23 - PAYMENT OF WAGES AND ALLOWANCES

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

23.02 Educational Allowance - The Employer will pay the cost of all mandatory CPR, CPI and First Aid courses. The Employee shall be reimbursed at **their** regular rate of pay for all hours spent at the above-noted mandatory courses. Mandatory CPR, CPI and First Aid courses are those required by the Employer or deemed mandatory by the government of New Brunswick for continued employment. This shall not include any courses required for initial employment. Employer contributions to courses taken by employees will only be made to those courses which are successfully completed. Employees taking a mandatory course will accumulate seniority for any hours lost that cannot be rescheduled.

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

23.04 Travel Expenses

(a) All employees required to use their vehicle to transport residents shall receive the New Brunswick/Treasury Board rate, per kilometre travelled to transport residents.

(b) If an Employee who does not have a vehicle is required to transport residents, **they** shall be reimbursed for the full cost of using a preapproved method of alternate transportation, conditional upon providing a receipt for the cost.

- (c) All travel expenses to be reimbursed under this Article shall be submitted by the Employee within 60 calendar days from when the expense was incurred. Expenses submitted after this date shall not be reimbursed except in exceptional circumstances.

23.05 Taxi Allowance - When an Employee is called in to work when not scheduled between 10:00 p.m. and 8:00 a.m., and on days when public transit bussing does not operate (currently Holidays and Sundays), reimbursement for transportation service to and from the home of the Employee shall be provided by the Employer to a maximum of **twenty-two (\$22.00)** dollars each way, conditional upon providing a receipt for the cost.

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

23.07 Criminal Record Check – The Employer agrees to provide payment for required criminal record checks.

ARTICLE 24 - WELFARE AND PENSION PLANS

24.01 Life Insurance Plan – The Employer agrees to provide all Full-time and Part-time Employees the option of enrolling in a Life Insurance Plan, with the Employee paying the full cost of the premiums.

24.02 The Employer agrees to deduct from the wages of employees who wish to enrol in a Group R.R.S.P., 4% or more of the Employee's regular wages into the Group R.R.S.P. the Employee designates. Employees may change their rate of contributions once each year on February 1st.

ARTICLE 25 - JOB CLASSIFICATION AND RECLASSIFICATION

25.01 New employees will be provided a copy of their job description at their orientation. Existing employees will receive a copy of their job description upon request. **The Union will be notified and consulted of any changes to the existing job classifications.**

ARTICLE 26 - SAFETY AND HEALTH

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

26.02 **The parties recognize the right of Employees to work in a harassment and violence free work environment as required under the New Brunswick *Occupational Health and Safety Act*, and that harassment and violence in the workplace as contemplated under the Act shall not be tolerated.**

ARTICLE 27 – BULLETIN BOARDS

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

ARTICLE 28 - COPIES OF AGREEMENT

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

ARTICLE 29 – DURATION AND TERMINATION

29.01 Term of Agreement - This Agreement shall be binding and remain in effect from April 1, 2023 to March 31, 2026. It shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration of this agreement or any renewal thereof.

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

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

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

IN WITNESS WHEREOF the parties have signed this 12 day of March, 2024.

FOR THE EMPLOYER

FOR THE UNION

Stephanie Brewer

Stephanie Brewer, Executive
Director

Nick Fitzgerald

Nick Fitzgerald, Treasurer

Auto Lanti Gully

SCHEDULE "A" - WAGES

Hourly Rate

		April-23	April-24 Wage Reopener	April-25 Wage reopener
L2 Facility Support Worker				TBD
Start	\$18.45	\$18.45	\$18.45	
After 720 hours	\$18.55	\$18.55	\$18.55	
After 1440 hours	\$18.90	\$18.90	\$19.10	
L4 Facility Support Worker	\$18.80	\$19.80	TBD	TBD
Apartment Manager (32 hrs/wk)	\$15.30	\$19.10	TBD	TBD
Level 2 Facility Support Manager	\$19.50	\$22.00	TBD	TBD

*Apartment Manager rate of pay is not retroactive and becomes effective on date of signing.

*\$0.20/hr in 2024 for L2 FSW will not be paid if Social Development provides a wage subsidy that brings the L2 FSW wage to par with L4 FSW.

- 1) The hours in the Level 2 Facility Support Worker refers to hours of seniority at NBCR (regardless of what position those hours are worked in).
- 2) The parties agree to the following wage reopeners:
 - a. During the life of this Agreement, the New Brunswick Department of Social Development (or other relevant department) provides targeted funding for wages for Employees; the Employer agrees to meet within thirty (30) days with the Union to negotiate the allocation of such increase in funding.
 - b. During the first, second or third year of this Agreement, the Employer receives additional funding from the Provincial Government that is not designated specifically to another area of the Employer's budget by the Government, the Employer agrees to meet within thirty (30) days with the Union to re-open Schedule "A" — Wages of the Agreement. Any new wage rate will be retroactive to the date of the increase.
 - c. During the life of this Agreement, should the Employer be successful in opening (including operating and staffing) a new Level 4 Facility, the Employer agrees to meet within thirty (30) days of the successful opening to negotiate potential increases to wages. Should the parties not be able to agree, such difference may be submitted to arbitration as outlined in the Grievance and Arbitration Procedures of this Agreement.

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

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

The Distributable Surplus Allocation will be prioritized to be paid to hours worked at the Level 2 Facility Support Worker position **and the Apartment Manager position** until the total wages plus Distributable Surplus paid for hours worked in that position for the fiscal year the Surplus is based on equals the Level 4 Facility Support Worker rate of pay.

a. Any remaining Distributable Surplus will be distributed as follows:

- (i) 75% of the Distributable Surplus (the "Years of Seniority Portion") to be distributed based on Employees' years of seniority (as determined on October 1st) as follows: 70% of the Years of Seniority Portion to be distributed equally to each Employee with three (3) or more years of seniority; and 2. 30% of the Years of Seniority Portion to be distributed equally to each Employee with less than three (3) years of seniority.
- (ii) The remaining 25% of the Distributable Surplus (the "Hours of Work Portion") to be distributed proportionately to each Employee based on the hours the Employee worked in the fiscal year the Surplus is based on the total hours worked by all Employees receiving a distribution of Surplus. The parties may agree to a different formula in a particular year. The above payments are to be made in November following the close of a particular fiscal year, typically at or around the last Wednesday of the month.

The amount of Distributable Surplus will be identified on the Employer's financial statements.

LETTER OF AGREEMENT

Between

New Brunswick Community Residences Inc.

and

CUPE LOCAL 4876

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

FOR THE EMPLOYER:

FOR THE UNION:

Stephen Bressi
Nick Fitzgerald

Arthur Partha-Coude

LETTER OF UNDERSTANDING

Between

New Brunswick Community Residences Inc.

and

CUPE LOCAL 4876

Re: EXPLORE BENEFITS PLAN WITHIN SIX (6) MONTHS

The Employer and the Union agree that within six (6) months upon signing of the Collective Agreement, to begin searching for a benefits plan. The Employer and the Union will consult and discuss these options with Union members within one year of signing the Agreement. Any acceptance of the Group Benefit plan and/or mandatory participation will be by mutual consent of the Employer and of the Union by majority vote.

FOR THE EMPLOYER:

FOR THE UNION:

Stephanie Brewster

Nick Fitzgerald

Keith Baker-Could

LETTER OF UNDERSTANDING

Between

New Brunswick Community Residences Inc.

and

CUPE LOCAL 4876

RE: TARGET BENEFIT PENSION PLAN

The Employer and the Union will explore options for a Target Benefit Pension Plan, the Multi-Sector Pension Plan (MSPP). A presentation on the MSPP will be arranged for the Employer and the Union within six (6) months of signing the Agreement. Any acceptance of the MSPP will be by mutual consent of the Employer and of the Union by majority vote.

FOR THE EMPLOYER:

FOR THE UNION:

Stephanie Brewer
Nick Fitzgerald

Phil Rothwell

MEMORANDUM OF UNDERSTANDING

APARTMENT MANAGER

Between

New Brunswick Community Residences Inc., the "Employer"

and

CUPE LOCAL 4876, Canadian Union of Public Employees, the "Union"

The parties agree to the following terms and conditions for the position of Apartment Manager.

1. Hours of work will be sixty-four (64) hours biweekly.
2. Rate of pay will be \$19.10/hr, and increase as per Schedule A.
3. Sick time will accrue at ten (10) hours per month, based on sixty-four (64) hours of work biweekly.

All other terms and conditions of the Collective Agreement remain in effect.

The terms and conditions of this Memorandum of Understanding become effective on date of signing.

Dated this 12 day of ^{March} ~~February~~, 2024.

For the Employer:

For the Union:

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