

Collective Agreement

Between

MONCTON COMMUNITY RESIDENCE INC. MONCTON,
NEW BRUNSWICK, (hereinafter referred to as the
Organization)

And

BAKERY, CONFECTIONARY, TOBACCO WORKERS' AND
GRAIN MILLERS INTERNATIONAL UNION, LOCAL 406,
(hereinafter referred to as the Union)

Expiration date of contract **Sept 27, 2022**

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COLLECTIVE AGREEMENT

BETWEEN:

MONCTON COMMUNITY RESIDENCE INC.
MONCTON, NEW BRUNSWICK, (hereinafter
referred to as the Organization)

-AND-

BAKERY, CONFECTIONARY, TOBACCO
WORKERS' AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 406,
(hereinafter referred to as the Union)

PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer and the Employees covered by this Agreement.

It is the desire of both parties that the philosophies and mission of Moncton Community Residence Inc. are reflected in this Agreement.

Moncton Community Residence's Mission Statement states that MCRI is a non-profit organization that provides residential options and support for individuals with developmental challenges in the various aspects of their progressive lives.

Guiding Principles:

- * People affected by developmental disabilities are entitled to the same opportunities as other citizens, and that they are entitled to the same quality of life and respect for their rights as individual citizens.
- * Doing what is best for the people and the Organization are top priorities.
- * Providing a life that is as normal as possible, including the opportunity to interact with non-developmentally disabled people in the community, and the right to access and use the generic services in the community.
- * Recognizing and developing each person's individuality.
- * That the developed services enable each individual to be challenged in order to help them learn and grow.
- * That, to the greatest extent possible, such individuals should have the right of choice and be empowered to make decisions with their own life.
- * That families and/or advocates be involved in the decision making process.

The parties, recognizing the priority of the above principles, therefore agree: That the provision of proper care and support to the residents in MCRI's care is of paramount concern to both the Employer and the Employees. The Mission Statement is as written above and cannot be changed or altered without the consent of the Union.

ARTICLE 1 – RECOGNITION

1.01

The Organization recognizes the Union as the sole Collective Bargaining Agent for the Employees of the Organization at Moncton, New Brunswick, save and except those excluded by the New Brunswick Industrial Relations Act.

ARTICLE 2 – NO DISCRIMINATION

2.01

There shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any Employee in the matter of wage rates, training, upgrading, promotion, lay-off, recall, discipline, or discharge by reason of race, affiliation, gender, marital status, or sexual preference, nor by reason of membership or activity in the Union.

2.02

There will be no interference or restraint exercised or practiced upon Employees of the Organization by the Union, or by any of its members or representatives. There will be no solicitation for membership, collection of dues or other Union activities on the premises of the Organization during an Employees working hours, except with the consent of the Organization.

ARTICLE 3 – PAYMENT OF UNION DUES

3.01

a)

Employees will be required to authorize the deduction of regular monthly Union dues from their pay. The said Union dues will be deducted bi-weekly and will be forwarded to a designated official of the Union by the 15th day of each calendar month. New Employees, though excluded from the Bargaining Unit until the completion of their probationary period, shall be required to pay the regular monthly Union dues from the date of hire. Students and others hired for relief shall be exempt.

b)

The Union will provide the Organization with a package of Collective Agreements and the names and numbers of Stewards to be distributed to new Employees when they have completed their probationary period.

c)

The Organization will insert the amount of Union dues deducted on each Employees T4 slip.

3.02

New Employees shall be required to authorize the deduction of Union initiation fee from their pay.

3.03

The Union will save the Organization harmless from any and all claims which may be made by the Employees against the Organization for amounts deducted from their pay as herein provided.

ARTICLE 4 – STRIKES AND LOCKOUTS

4.01

There will be no lockout caused or directed by the Organization, nor will the Union or any Employee cause, direct or participate in any strike against the Organization during the terms of this Agreement.

4.02

In the event of a strike during the term of this Agreement, the Union and/or its Employee representative will instruct Employees to resume work immediately.

ARTICLE 5 – MANAGEMENT RIGHTS

5.01

The Union acknowledges and recognizes that the management of the Employer's operations and direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as limited by an expressed provision of the Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the employer to:

a)

Maintain order, discipline, and efficiency.

b)

Set hours of work, work assignment, methods of doing the work and performance standards, hire, discharge, access, promote, demote, classify, transfer, lay-off, recall, and suspend or otherwise discipline Employees, provided that a claim of discharge or discipline of an Employee who has completed his/her probationary period may be the subject of a grievance and dealt with as hereinafter provided.

c)

Make, enforce, and alter from time to time, reasonable rules and regulations to be observed by all Employees. Such rules and regulations shall be communicated to all the Employees and the Union at the time of their introduction or amendment.

5.02

The Union recognizes that the Employer needs to remain flexible and open to the introduction of new and reorganized service structures, staffing patterns, Employee roles, responsibilities and work locations necessitated by changing demands on the Organization and service needs as determined by residents, their families and/or advocates, or The Department of Social Development.

Any required reduction in the number of Employees in the bargaining unit shall be obtained through natural attrition whenever possible. In applying this Collective Agreement with regards to bilingual requirements, it shall be equality in both languages.

5.03

The parties agree to provide for greater utilization of community resources and to ensure maintenance of optimum services in light of changing governmental funding policies. The Union agrees to cooperate with direct volunteer involvement in any and all programs operated by Moncton Community Residence Inc. Volunteers and students on practicum shall not be used to reduce the hours worked by the bargaining unit Employees.

ARTICLE 6 – UNION COMMITTEES

6.01

a)
The Union shall have the right to appoint or elect a maximum of four (4) Employees to serve as Stewards. The Union will inform Management in writing of the names of the Stewards. Management will inform the Union in writing of the names of its selected representatives they will deal with.

b)
The Organization recognizes the Union's right to appoint or elect assistant Stewards whose responsibility will be to communicate to the Steward the concerns of the Membership they represent.

6.02

An Employee will not be eligible to act on the Committee or as a Steward until after he/she has completed the probationary period.

6.03

Members of the Union Committee, Stewards and such other Union officers as may be appointed or elected from among Employees of the Organization, will not leave their regular duties for the purpose of conducting any business on behalf of the Union or Employees without first receiving permission from his or her Supervisor or his designate. Such permission will not be unreasonably withheld. In consideration of such, Employees observing the terms of this section will be paid for the time spent in meetings with the Organization during working hours.

6.04

Any Bargaining unit member who has been promoted to an administrative or non-bargaining unit position and who returns to a bargaining unit position shall, if returned within five (5) years from the date of promotion, will retain their full accumulated seniority. If they return to the Bargaining unit after five (5) years has elapsed, then seniority shall be limited to that accumulated at the time of promotion plus five (5) years.

These provisions shall also be applicable to a union member who accepts a full-time position with the BCTGM.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01

STEP 1; If an Employee has a grievance concerning any matter within the terms of this Agreement, the Employee shall take the matter up orally with his immediate Supervisor. The Supervisor will give his reply within two (2) working days.

STEP 2; If the reply of the Supervisor is not satisfactory to the grievor, the grievance will be stated in writing and dated, and will be submitted to the Manager within five (5) working days after the reply at STEP 1.

The Manager or his designate will meet with the grievor and the Steward and discuss the grievance. The Manager or his designate will give a written reply to the grievance within five (5) working days after the meeting. A Union Representative may be in attendance at the grievance meeting.

STEP 3; If a grievance is not settled to the satisfaction of the grievor it will, within fifteen (15) days of the date the answer was received to the above STEP 2, be referred to mediation. Mediation will be waived for grievances pertaining to suspension and discharge, which cases will go directly to expedited arbitration.

STEP 4; If a grievance is not settled to the satisfaction of the grievor it may, within fifteen (15) days of the date of the mediation meeting, be referred to arbitration.

7.02

Any of the time allowances provided above may be extended by mutual agreement.

7.03

The Organization may refuse to consider any grievance, the alleged circumstances of which arose more than thirty (30) days before it was at STEP 1, and such matter is deemed not to be subject to grievance mediation and to be non-arbitral.

7.04

Where referred to, working days in this ARTICLE 7, shall mean those days that the Administration Office is regularly open.

ARTICLE 8 – ARBITRATION

8.01

No grievance may be submitted to an Arbitrator unless settlement thereof has been attempted through the Grievance Procedure as set out in ARTICLE 7.

8.02

The Organization and the Union shall agree on an Arbitrator within ten (10) working days following the notice of Arbitration given by one or the other party.

8.03

Should either party refuse to agree on an Arbitrator, such appointment may be made by the New Brunswick Minister of Labour.

8.04

The decision of the Arbitrator shall be final and binding on both parties. It is understood, however, that the Arbitrator shall not be authorized to make any decision inconsistent with the stipulations of this Agreement, not to delete, alter or modify any part thereof.

8.05

Prior to Arbitration, mediation may be utilized to resolve any grievance issue, providing both parties agree.

ARTICLE 9 – SENIORITY

9.01

Seniority shall be the length of continuous service with the Employer since the most recent date of hire as a Regular Employee.

9.02

A new Permanent Employee will be on four (4) months probation. The Union recognizes the probation period can be extended to a maximum of six (6) months at the employer's discretion if an employee has not met training or performance criteria. Only time worked in the position will be deemed applicable to the probationary period; absences and leaves will not be considered part of the probationary period.

- a) If an employee working in a temporary position accepts a permanent position, two months of their time worked as a temporary employee will count towards their probationary period. The employee's seniority date will reflect their original start date as a temporary employee. If they prove unsatisfactory for the position they may have the opportunity to move to another vacancy or temporary position if suited and qualified.

9.03

Human Resources and Office Staff, although not members of the Union, have the right to take a vacant HSC, RSW, or Night Staff position in the Organization, if they are asked by Management, or request themselves to step down from their present position, provided they have seniority and are qualified. This person will then become a member of the Bargaining-Unit. If there is no vacancy at the time the person is asked, or wishes to change to a Union position, he/she can be unemployed for up to one year and take a vacancy for which he/she is qualified.

9.04

An up-to-date seniority list shall be sent to the Union and posted on the bulletin board in the Office and a copy shall be sent to each house/program to be kept in the staff binder within thirty (30) days after the signing of this Agreement and posted each four (4) months thereafter. A copy of the Collective Agreement, Union memos and other issues concerning staff will also be stored in the staff binder.

9.05

An Employee shall lose his/her seniority rights and cease to be an Employee in the event:

- a)
S/he resigns, quits or retires;
- b)
S/he is discharged for just cause and not reinstated;

c)
S/he is absent from work in excess of three (3) working days without notifying the Employer unless such notice was not reasonably possible;

d)
S/he fails to return to work within seven (7) calendar days following a lay-off and after being notified by registered mail to do so. It is the Employee's responsibility to keep the Employer informed of her/his current address;

e)
S/he is laid off in excess of one year.

9.06

For purposes of demotion, layoff and recall following layoff, ability to perform the work required shall be the governing factor. Where the ability is relatively equal to meet all the normal requirement of the work assigned, seniority will apply.

9.07

Employees who are laid off can be placed on the relief list if they request such; they will then be called, as outlined in Schedule G. It is up to laid-off employees to ensure they maintain MCRI'S training and orientation requirements. If they do not wish to be placed on the relief list they will still be offered casual work [five (5) or more continuous shifts in one house or program] in order of seniority with the Organization. In both cases, staff must have been previously orientated before they can be called. Employees who have been laid off will be offered orientation, as the need arises, before relief Employees.

9.08

The Employer will ensure that no two-job postings will have the same start date. In the event two employees had the same seniority date, "drawing names out of a hat" will determine who has the most seniority for job competitions and other seniority related matters.

ARTICLE 10 – VACANCIES, PROMOTIONS, AND STAFF CHANGES

10.01

All job vacancies occurring in the Bargaining-Unit shall be posted on the office board for a minimum of one week and shall be sent out on a memo to all house/programs; the Chief Steward of the Union shall receive a copy. The name of the successful applicant shall be posted on the office board and sent out on a memo to all house/programs within twenty-one (21) days of the close of the competition. Applicant's shall be informed prior to a memo being sent out.

10.02

Notice of job vacancies shall include the nature of the position, the required qualifications, knowledge, experience, skills and wages or salary rate or range, as set out in this Collective Agreement.

10.03

The Employer shall have the right to fill the vacancy on a temporary basis until the posting and selection procedures have been completed and the successful applicant is ready to start in the

position.

10.04

The Employer will first consider all internal applicants within the Community Residences and SILP group of employees. Employees who have completed their probationary period are considered first, those in their probationary period, temporary and relief staff are considered second. Appointment shall be made of the applicant who possesses the required combination of ability, experience and skills, taking into consideration resident and situational factors for the position. Seniority shall be a factor in determining the successful applicant. Should there be no qualified applicants from within, the Employer may fill the position from other sources.

10.05

All successful applicants from within shall be placed on a trial period of three (3) months. The successful applicant's position shall be posted indicating that it is conditional on satisfactory completion of the trial period. Conditional on satisfactory performance, the transfer or promotion shall become permanent after the three (3) month period. If the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds she/he is unable to perform the required duties, she/he shall be returned to her/his former position without loss of seniority or wages. Any other Employee promoted or transferred because of the re-arrangement of positions, shall also be returned to her/his former position without loss of wages or seniority. In the event the successful applicant returns to her/his position, Management has the choice of re-posting the position, or make a selection from the original applicants. While on a trial period for a new position the successful applicant will be limited in their ability to apply for and accept any other new position unless it is in an effort to be more fully employed; i.e. a 30 hour per week line to a 40 hour per week line.

10.06

In house/program staff, with the proper qualifications will be offered an In House/program Promotion to fill HSC positions that are vacant for longer than four (4) weeks. This In House/program Promotion will cover temporary HSC positions, sick leave vacancies and vacancies for leave of absence as well as any other granted leave of longer than four (4) weeks. A temporary employee will be hired to fill the final vacant position.

10.07

The organization has the right and ability to move staff working in one program to another program to meet immediate service needs and to provide opportunities for more cost effective staffing patterns. The organization will ensure staff first receive the appropriate orientation. The organization has the ability to move staff for the purpose of orientation when staffing compliments are sufficient. For example; the organization has already made an effort to ensure all staff working at DS and RA are orientated to each program and have moved staff from one program to the other in times of crisis or when relief is impossible to find, and when extra staffing is available in one program due to reduced client compliments.

ARTICLE 11 – MISCELLANEOUS PROVISIONS

11.01

Where used in this Agreement, and where applicable, the male pronoun shall be deemed to include the female pronoun.

11.02

Recognized representatives of the Union, not employed by the Organization, may be granted permission to interview members of the Union Committee during working hours at the Administration Office. Permission must first be obtained from the Manager or his designate and will only be granted on the understanding that it will not interfere with the service to the residents.

11.03

A bulletin board at the office and memo distributions will be available to the Union for notices; such notices will be delivered to the workplace of the Employees and put into the staff binder once per week. The Organization will add to the Career Guide for new employees information regarding the Bargaining Unit/Union (provided by the Union) referring to becoming a union member and contact information.

11.04

Supervisory and Management staff will not perform work which is normally performed by Employees in the Bargaining-Unit to the extent that it would result in a reduction of hours or scheduled weekends off to the Bargaining-Unit Employee. Supervisory and Management staff can continue to perform all tasks they were engaged in previous to April 1991.

11.05

An Employee who is injured at work and who requires medical attention and as a result is unable to continue at work, will be paid for the balance of his regular shift hours at his regular hourly rate. These hours will not be deducted from the Employee's sick leave benefits.

11.06

BEREAVEMENT LEAVE: When the parent, legal guardian, grandparent, spouse, live-in-partner (of one year or more) and alike family member; grand-child, siblings, child, mother or father-in-law, niece or nephew dies, the Period of Bereavement is five (5) calendar days (including scheduled days off). The Employee shall not lose any pay for regularly scheduled hours absent from work during the applicable period of Bereavement provided the Employee attends the funeral. Two days with pay shall be granted should an Employee's brother or sister-in-law die provided the Employee attends the funeral. Should an Employee's Aunt/Uncle die, the Employee shall be entitled to one (1) day with pay provided the employee attends the funeral. Employees can request a day without pay for other extended family member bereavement. The Organization may at times make a request for documentation to ensure the validity of the leave.

11.07

LEAVE OF ABSENCE without pay may be granted under special circumstances, e.g. when an Employee suffers bereavement, when accumulated sick leave has been used up and return to work is not yet possible, pregnancy (as provided by the Labour Act of the Province). Leave of Absence for educational purposes or special work experience is possible under certain circumstances. Leave of Absence must be approved by the CEO or the Associate Director. Approval will be granted only when employees meet MCRI'S Commitment Guidelines, in a fair and consistent manner.

11.08

A SAFETY COMMITTEE will be composed of at least two (2) Management members and at least two (2) Bargaining –Unit Members. The purpose of the Safety Committee is to discuss

matters relating to safety at the workplace and resolve unsafe work practices and conditions. Safety Committee meetings will be held at the request of either the Management or the Union. Each Safety Committee member shall have an alternate. The Committee shall not meet unless there is equal representation from both the Management and Union.

11.09

The Organization is prepared to contribute up to forty eight (48) hours every two years of loss wages towards a program of self-development enabling the Stewards to take coursed and/or training that will promote and enhance labour/management relations. One week's notice shall be given for Union related leave and a detailed invoice/document will be provided to the Organization indicating the type of training that was completed, who was involved and the number of hours used.

11.10

The Chief Steward shall be notified within five (5) working days after an Employee has been suspended or discharged and the reason for such action.

11.11

Jury Duty – The Employer shall grant leave of absence, for a maximum of three (3) weeks, to an employee who served as a juror. The Employer shall pay such an employee the difference between his normal earnings and the payment received for jury service, excluding payments for traveling, meals, or other expenses. The employee will present proof of service and the amount of pay received.

11.12

The organization will make available a fund so that employees requiring counseling for relationship, serious illness, substance and other abuse, grief counseling and other types of issues that may require counseling can access this through a recognized EAP program, not to exceed four thousand dollars (\$4000.00) a year.

11.13

During a major snow storm if it is only possible for an employee to travel to their work location and/or back to their personal residence by taxi, then the organization will reimburse the cost to the employee through a staff travel claim. Receipt must be provided and the claim needs to be approved by their supervisor, on-call, or other administrative staff. It must be a reasonable amount

11.14

Employees who have been sponsored by the organization for continuing education, i.e. HSC equivalency training; must continue to work for the organization for a period of one (1) year after completion of the training, otherwise the organization will recoup up to 50% of the cost of that sponsored training through payroll deduction.

11.15

Employees on Maternity leave, Military leave, Workers Compensation gradual return to work, or MCRI paid sick leave will continue to accumulate sick time and vacation time benefits in accordance with the terms identified within the collective

agreement as long as they return to their position, otherwise those benefits would only accumulate up to when the leave started.

Employees on Workers Compensation will continue to accumulate sick time and vacation time benefits in accordance with the terms identified within the collective agreement for the first 8 months of this specific leave as long as they return to their position, otherwise those benefits would only accumulate up to when the claim started.

11.16

Mandatory Staff Meetings: The Organization will schedule a maximum of 4 mandatory staff meetings per calendar year which may occur outside and in addition to an employee's regularly scheduled hours and other mandatory training requirements. The organization will ensure 4 weeks of notice for each of the scheduled mandatory meetings. These meetings will not last more than 4 hours and be focused on service programming issues for example; policy reviews; mandatory reportable incidents and documentation; employee duty and task updates and changes. An employee's attendance at these designated mandatory meetings will be required; absences may apply due to extenuating circumstances.

11.17

Recover of MCRI Owned Property: Once a termination of the employment relationship occurs the organization has the expectation that all MCRI owned property, such as key sets and alarm controls, etc .. will be returned prior to the final termination pay; otherwise, the organization may recover an appropriate amount to replace the outstanding property.

Employees who frequently misuse, damage, or misplace MCRI owned property may be required to reimburse the organization through payroll for the cost of replacement upon verification of the cost.

11.18

Mandatory Training Costs: As the organization pays in advance for mandatory training seats such as First Aid training, FASD, Safetalk/ASIST; employees who miss scheduled mandatory training will be required to complete the training within 30 days at their own expense.

ARTICLE 12 – SCHEDULES

12.01

Attached hereto and constituting part of this Agreement are the following Schedules:

SCHEDULE "A" – Hours of Work, Overtime, etc...

SCHEDULE "B" – Paid Holidays

SCHEDULE "C" – Vacations

SCHEDULE "D" – Sick Leave

SCHEDULE "E" – Classifications and Rates of Pay

SCHEDULE "F" – Benefits

SCHEDULE "G" – Relief Call In Procedures

ARTICLE 13 - DURATION

13.01

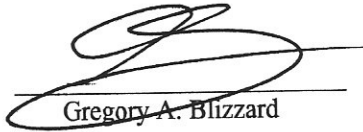
This Agreement shall be in full force and effect from the 27 day of September, 2020, until the 27th day of September, 2022, both dates inclusive, and shall remain unless one of the parties hereto notifies the other in writing within a period of not more than ninety (90) days prior to the 27th day of September, 2022, of its intention to revise or amend this Agreement or to conclude a new Collective Agreement.

13.02

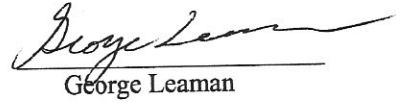
The Employer certifies that prior to any program closures within the life of this Collective Agreement, there will be a discussion regarding the potential closure and the effect on the workforce with the Bargaining Unit.

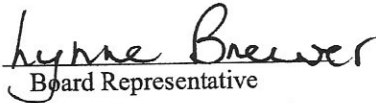
IN WITNESS WHEREOF, THE PARTIES HERETO SIGNED THIS 11 day, of Jan 2021.....

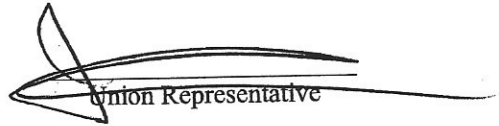
FOR THE ORGANIZATION


Gregory A. Blizzard

FOR THE UNION


George Leaman


Lynne Brewer
Board Representative


Union Representative

SCHEDULE "A" HOURS OF WORK AND OVERTIME

NORMAL WORK WEEK

1.

(Community Residence employees only) The normal work week will consist of forty (40) hours of work for pay averaged over a six (6) week rotation with a minimum of twelve (12) scheduled days off.

2.

(Community Residence employees only) A normal workday will consist of shifts between six (6) and twelve (12) hours in length. Some shifts are longer than twelve (12) hours, but this is at the Employees' discretion. No Employee shall be compelled to stay any longer than two (2) hours past their scheduled shift except when it is impossible to find relief. When it is necessary to compel an employee to stay past their regular scheduled shift, employees will first be asked, in order of seniority if they will stay. The junior permanent staff person or temporary staff person on shift will be the one to stay should no other staff volunteer. Relief will not be compelled unless no other option exists, it will not be the first option.

3.

During the life of this agreement it is understood that because of special funding the Union and the Organization are permitted to negotiate the terms and conditions for a workday of less than six (6) hours. A workday of less than six (6) hours will not be unreasonably withheld.

4.

Should an Employee agree to a regular schedule of more than twelve (12) hours and decides he/she no longer wishes to work more than twelve (12) hours, he/she must give the Organization not less than four (4) weeks notice of his/her intention.

5.

(Community Residence employees only) RELIEF PROCEDURE – Relief will be found in the manner described in Schedule "G" of this Collective Agreement.

6.

Unless otherwise approved by the Administration, the maximum number of hours a Bargaining-Unit Employee can work each week is fifty-six (56).

7.

All relief will be provided as outlined in Schedule "G".

8.

(Community Residence employees only) Employees shall choose their work schedule lines in order of seniority within the lines available for their hours. Should an Employee move to a different work location, he/she shall choose their line in order of seniority to commence at the beginning of the next schedule rotation.

9.

(Community Residence employees only) Should the Organization change an Employees' schedule, the Organization shall give the Employee four (4) weeks notice, except where the change is brought about as a result of a decision by a government department of the Province of New Brunswick. Should the schedule change result in the Employee losing hours, the Organization shall make up the difference. Where the change increases the number of hours, the Employee shall be paid time and one-half (1 ½) for all additional hours worked over 230 hours in the current 6-week rotation. If the company initiates the schedule change, it shall make up the difference that affects an employee's scheduled vacation selection as a result of a schedule change. Should an employee initiate the schedule change, the company shall not make up the difference that affects an employee's scheduled vacation selection as a result of a schedule change.

10.

There shall be no split shifts.

11.

The Union shall have the right to negotiate with the Organization, rates of pay for new Bargaining-Unit positions of work not established by this Agreement, and such rates of pay, when agreed upon, shall be effective from the date such new type of work has commenced.

12.

All overtime will be paid at that employee's straight rate of pay, except where an employee is compelled to stay beyond their regular scheduled shift. Employees who are compelled to stay will be paid time and one half (1 ½) their pay rate for all hours worked beyond their regular scheduled shift. In the case of an Employee being compelled to stay for a night shift and being scheduled to work the next day, the Employee shall choose what hours of their shift, if any, they will work the next day.

13.

(SILP employees only) The normal work week will consist of forty (40) hours of work, for pay averaged over two (2) week period with a minimum of four (4) scheduled days off. Staffing schedules are based on the needs of the clients. A weekend rotation consisting of various amount of hours is necessary to ensure service requirements. Staff who are lower on the seniority list will be required to work the weekend schedule, and will be scheduled one (1) day off the week prior to and one (1) day off the week after in lieu of the weekend; example the Friday prior and the Monday following the weekend worked. A normal workday will consist of shifts of eight (8) hours in length. Workday length can be modified only when necessary to the client and approved in advance by the program supervisor, and must total their normal scheduled work week. Should the Organization change an Employees' schedule, the Organization shall give the Employee two (2) weeks' notice. Paid Holidays are not scheduled within a normal work week, and therefore are not built into the schedule.

SCHEDULE "B" PAID HOLIDAYS

1.

The recognized Holidays for the purpose of this Agreement shall be:

New Years' Day

Family Day

Good Friday

Victoria Day

Canada Day

New Brunswick Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

2.

Paid Holidays are built in to each employee's schedule. Because of the nature of operation the Organization is involved in, it is impossible to schedule all Employees off on the said Holidays. Employees who work less than forty (40) hours per week will be pro-rated.

3.

An Employee is only entitled to Holiday pay if he works his last scheduled shift preceding and his first scheduled shift following the Holiday or his agreed day off in lieu of the Holiday are worked, unless absence on either or both days has been approved by Management.

4. (SILP employees only) SILP staff will choose either Family Day or Easter Monday as one of the identified holidays with pay. They will inform their supervisor of their choice of holiday by January 5 of each calendar year.

SCHEDULE "C" VACATIONS WITH PAY

1.

Vacations with pay will be granted in accordance with the following schedule. Regular Part-time Employees will be pro-rated.

a) **During the required four (4) month mandatory probationary period** for new employees in permanent positions: 4% vacation pay to be paid each pay period.

b) **Upon completion of the four (4) month mandatory probationary period – 2 years seniority:** vacation time is accumulated at the rate of 6.6 hours per month for each full calendar month of continuous service for a maximum of up to 80 hours per year. **This accumulation will begin when the employee has completed their first month after their four (4) month mandatory probationary period.**

c) **3 – 6 years seniority:** vacation time is accumulated at the rate of 10 hours per month for each calendar month of continuous service for a maximum of up to 120 vacation hours per year. This accumulation will begin when the employee has completed their 3rd year plus one month of service.

d) **7 – 9 years seniority:** vacation time is accumulated at the rate of 13.33 hours per month for each calendar month of continuous service for a maximum of up to 160 vacation hours per year. This accumulation will begin when the employee has completed their 7th year plus one month of service.

e) **10 – 12 years seniority:** vacation time is accumulated at a rate of 15 hours per month for each calendar month of continuous service for a maximum of up to 180 vacation hours per year. This accumulation will begin when the employee has completed their 10th year plus one month.

f) **13 – 14 years seniority:** vacation time is accumulated at the rate of 16.67 hours per month for each calendar month of continuous service for a maximum of up to 200 vacation hours per year. This accumulation will begin when the employee has completed their 13th year plus one month.

g) **14 years seniority:** vacation time is accumulated at the rate of 20 hours per month for each calendar month of continuous service for a maximum of up to 240 vacation hours per year. This accumulation will begin when the employee has completed their 14th year plus one month.

2.

Pay for vacation above will be at the Employees hourly rate times the number of hours the Employee would have worked if not on vacation.

3.

The vacation period will extend from April 1st to March 31st. Vacations will, where practical, be allocated by seniority. First choice for vacation can be one day, one week, or total entitlement of vacation, and must be consecutive days in a stretch and cannot be several time slots as one choice. During the period of June 1 – September 1 first choice of vacation is limited to a maximum of two (2) consecutive weeks. After each Employee has made their first choice, in order of seniority, the procedure will begin again for each Employees second choice, then third choice, and so on.

4.

An Employee shall start their vacation following their last normal scheduled shift.

5.

Vacations must be taken in the fiscal year following the year in which they were earned. Should an Employee fail to take their vacation by the end of the fiscal year, they shall be paid for any vacation not taken, unless prior arrangement has been made with the CEO.

6.

Each work location that has three (3) or more full or part-time Bargaining-Unit Employees who work the day/evening shifts, is permitted to have two (2) of these identified staff off on vacation during the same 'stretch'*. Work locations with less than three (3) full or part-time Bargaining-Unit staff who work the day/evening shifts are permitted to have only one person off during the same "stretch"*. Night Staff are not included as day/evening staff and will choose their vacation within their classification. Their selection shall not interfere with the vacation of Bargaining Unit members in other classifications.

Exception: only one (1) day/evening staff and one (1) night staff are permitted to book vacation for Christmas Day and New Years Day regardless of the number of staff persons working in the program.

Exception: For the SILP program only; to have four (4) of these identified staff on vacation during the same "stretch". This reflects the size of the staff compliment in the program and the increased flexibility the organization has in this particular program to cover vacations.

A "stretch" is defined as being the period of time between the last shift an Employee works prior to their vacation up to the first shift they are scheduled to work after their vacation, including scheduled days off.

7.

Employees booking vacation time during the June 1st to September 1st period and/or at Christmas (December 25 – January 2); are **required** to book their vacation prior to April 1st. Any vacation time requested for dates occurring within these periods not booked prior to April 1 will only be granted if relief can be found and vacation rules are met.

Any vacation time requested for dates occurring outside of the periods noted above will require Employees to give two (2) weeks notice if booking up to two (2) vacation days or more, these requests will only be granted if proper notice is provided.

An employee may take one vacation shift to a maximum of three (3) times a year, provided two regular business days (48) hours notice, is given and relief can be found.

8.

Employees working shifts of more than 6 hours, except Night Staff, will be allowed to book the first half, or the last half, of the shift off as vacation, when appropriate relief can be found.

9.

Employees who move to another house/program due to a decision made by the Employer shall have their booked vacation hours guaranteed. However, employees who choose to move to another house/program by applying for a vacant position shall not interfere with the selected vacations of the employees currently working in that house/program. The employee who has applied and been granted the vacant position will be notified of the vacation selections which are unavailable to them prior to accepting the position.

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When cancelling vacation after relief has been organized, the organization will require the same notice as when booking vacation, otherwise the employee will have to keep the vacation dates already booked and covered.

SCHEDULE "D" SICK LEAVE

1.

Sick Leave Benefits will be granted in accordance with the following schedule. Regular Part-Time Employees will be pro-rated.

a) **During the required four (4) month mandatory probationary period for new employees in permanent positions:** no accumulation of sick leave benefits.

b) **Upon completion of the four (4) month mandatory probationary period – 2 years seniority:** sick leave benefits will be accumulated at the rate of 4 hours per month. **This accumulation will begin when the employee has completed their first month after their four (4) month mandatory probationary period.** Employees shall also be granted, upon request, leaves of absence without pay as sick leave of up to sixteen (16) hours during a twelve calendar month period.

c) **2 – 3 years seniority** – upon completion of the employee's 2nd year plus one month of service with the Organization, sick leave benefits will be accumulated at the rate of six (6) hours per month.

d) **3 years seniority** – upon completion of the employee's 3rd year plus one month of service with the Organization, sick leave benefits will be accumulated at the rate of eight (8) hours per month.

e) **Ten (10) years seniority** – upon completion of the employee's tenth year plus one month of service with the Organization, sick leave benefits will be accumulated at the rate of nine (9) hours per month.

2.

Payment for sick leave shall be at that Employees regular rate of pay times the number of hours that Employee was scheduled to work.

3.

An Employee can accumulate up to a maximum of four hundred (400) hours in his/her Sick Leave Bank. Within the period of November 1st to October 31st, Employees who have earned four hundred (400) hours of unused Sick Leave can also accumulate an additional forty-eight (48) hours towards a Health Bonus. Health Bonus hours will be used first for any sick leaves during this period and cannot be re-earned. Any Health Bonus hours not used during this period will be paid to Employees prior to December 15th of each year; calculated on the basis of the Employees hourly rate multiplied by the number of Health Bonus hours over four hundred (400), up to a maximum of forty-eight (48) hours pay. The maximum of four hundred (400) hours accumulated before being able to accumulate Health Bonus hours will be pro-rated for Regular Part-Time Employees.

4.

If an Employee is sick on Christmas Eve or Christmas Day, or New Year's Eve or New Year's Day, or Canada Day, a doctor's slip must be brought to the office within forty-eight (48) hours of calling in sick, extensions may apply due to extenuating circumstances, consult Human Resources

5.

Sick Leave Benefits are not payable by the Organization when an Employee is eligible to claim compensation under an Organization sponsored Group Insurance and Accident Policy or from Worker's Compensation or from the Employment Insurance Commission.

6.

Sick Leave Benefits are only to be paid when an Employee is sick and unable to work and is not eligible to claim compensation as set out in #5 above.

7.

Employees shall be granted, upon request, a leave of absence without pay as sick leave of up to twenty (24) hours during a twelve calendar month period, provided that all available paid sick leave benefits have been used, 72 hour notice is provided, and appropriate relief can be found.

8.

Employees will be allowed to use sick time for mental health days, when appropriate relief can be found.

Schedule "E" Job Classifications and Rates of Pay

SILP HSC/Counselors Group	Sept 27 2020	Upon completion of 8 years of service
0-12 months	\$16.30	
Over 12 months	\$16.90	\$17.15

SILP RSW Group	Sept 27 2020	
RSW	\$13.90	\$14.15
RSW (t)	\$14.40	\$14.70

Community Residence Youth Care Group	Sept 27 2020	Upon completion of 8 years of service
0-12 months	\$18.05	
Over 12 months	\$18.65	\$18.90
ARC	\$19.20	\$19.45

RSW Group	Sept 27 2020	
RSW	\$15.65	\$15.90
RSW (t)	\$16.15	\$16.40

Schedule E above reflects an increase of \$0.25 for SILP pay rates and a \$0.50 for Community Residence pay rates retroactive and effective September 27 2020; and these rates include the specific funding that was announced by SD in May of 2019 for increases in wages; specifically \$2.00 for Youth Care and \$0.50 for home care. These subsidies are now a part of the funding provided to the organization.
Any further subsidies announced by the province specifically for pay rate increase will be passed on to the employees with an amendment to Schedule E.

Employees will be paid \$1.00 for each hour of night shift work starting at 11pm up to 7am per pay period submitted by the employee on a Time Card.

RSWs(t) after completion of five (5) years of continuous service with the organization and up to date training requirements completed.

TRAVEL ALLOWANCE: Employees who use their car at work shall receive \$.30 per km driven for the community residence service. Employees working in SILP are required to have a car. In order to receive reimbursement for travel, proof of proper insurance coverage, as determined by the organization in cooperation with Social Development, is required. Currently 21

proof of 1,000,000 in liability coverage is required.

The Employer only receives \$.30 per kilometer from government. If government increases travel funding beyond \$.30 per kilometer this increase will be passed onto employees.

The Employer agrees to pay the wages every second Thursday. The Employer shall rectify all errors in pay immediately, unless other arrangements have been made with the Employee.

DEFINITIONS

a)
"PROBATIONARY EMPLOYEE" is a newly hired Employee who has not worked the required time as set out in this Agreement.

b)
"REGULAR EMPLOYEE" is a newly hired Employee who has successfully completed their probationary period and then becomes a part of the Bargaining Unit.

c)
"RELIEF WORKER" is an Employee who is on call to replace Regular Employees who are absent from work because of sickness, personal leave, vacations or leave of absence.

d)
"TEMPORARY EMPLOYEE" is an Employee who is hired to replace a Regular staff person who is on leave for a fixed amount of time, i.e. maternity leave, sick leave, leave of absence etc.

LETTER OF UNDERSTANDING

1.

The Organization agrees that Employees will be permitted to use up to three (3) days of their sick leave for a work related injury if/when permitted by the laws governing the Worker's Compensation Board.

2.

Stewards addressing management/labor issues at the office will be granted sufficient time away from the work place after such meetings to regain their frame of mind in order to better serve the clients, providing that meetings between labor-management occur every two months for a maximum of two paid hours in the months between September to June. After each meeting an additional hour will be granted for union members attending the meeting to debrief. Non-grievance or non emergency related issues between meeting dates would be addressed via telephone calls, not additional meetings, between the Chief Steward and management.

3.

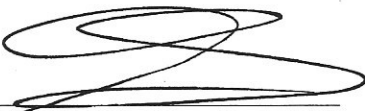
Employees are required to have up to forty (40) hours of mandatory training each year, as determined by the employer. Workshop fees and a person's straight time pay rate to attend mandatory workshops will be paid by the employer.

4.

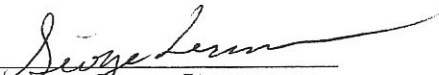
If a relief has his/her training requirements up to date, he/she will be considered for vacant bargaining unit positions in order of seniority.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGNED THIS ¹¹.....DAY OF
...Jan....., 20..21....

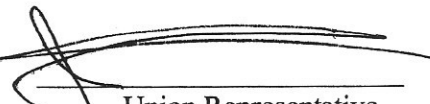
FOR THE ORGANIZATION


Gregory A. Blizzard

FOR THE UNION


George Leaman


Board Representative


Union Representative

9.

(Community Residence employees only) Should the Organization change an Employees' schedule, the Organization shall give the Employee four (4) weeks notice, except where the change is brought about as a result of a decision by a government department of the Province of New Brunswick. Should the schedule change result in the Employee losing hours, the Organization shall make up the difference. Where the change increases the number of hours, the Employee shall be paid time and one-half (1 ½) for all additional hours worked over 230 hours in the current 6-week rotation. If the company initiates the schedule change, it shall make up the difference that affects an employee's scheduled vacation selection as a result of a schedule change. Should an employee initiate the schedule change, the company shall not make up the difference that affects an employee's scheduled vacation selection as a result of a schedule change.

10.

There shall be no split shifts.

11.

The Union shall have the right to negotiate with the Organization, rates of pay for new Bargaining-Unit positions of work not established by this Agreement, and such rates of pay, when agreed upon, shall be effective from the date such new type of work has commenced.

12.

All overtime will be paid at that employee's straight rate of pay, except where an employee is compelled to stay beyond their regular scheduled shift. Employees who are compelled to stay will be paid time and one half (1 ½) their pay rate for all hours worked beyond their regular scheduled shift. In the case of an Employee being compelled to stay for a night shift and being scheduled to work the next day, the Employee shall choose what hours of their shift, if any, they will work the next day.

13.

(SILP employees only) The normal work week will consist of forty (40) hours of work, for pay averaged over two (2) week period with a minimum of four (4) scheduled days off. Staffing schedules are based on the needs of the clients. A weekend rotation consisting of various amount of hours is necessary to ensure service requirements. Staff who are lower on the seniority list will be required to work the weekend schedule, and will be scheduled one (1) day off the week prior to and one (1) day off the week after in lieu of the weekend; example the Friday prior and the Monday following the weekend worked. A normal workday will consist of shifts of eight (8) hours in length. Workday length can be modified only when necessary to the client and approved in advance by the program supervisor, and must total their normal scheduled work week. Should the Organization change an Employees' schedule, the Organization shall give the Employee two (2) weeks' notice. Paid Holidays are not scheduled within a normal work week, and therefore are not built into the schedule.

SCHEDULE "B" PAID HOLIDAYS

1.

The recognized Holidays for the purpose of this Agreement shall be:

New Years' Day

Family Day

Good Friday

Victoria Day

Canada Day

New Brunswick Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

2.

Paid Holidays are built in to each employee's schedule. Because of the nature of operation the Organization is involved in, it is impossible to schedule all Employees off on the said Holidays. Employees who work less than forty (40) hours per week will be pro-rated.

3.

An Employee is only entitled to Holiday pay if he works his last scheduled shift preceding and his first scheduled shift following the Holiday or his agreed day off in lieu of the Holiday are worked, unless absence on either or both days has been approved by Management.

4. (SILP employees only) SILP staff will choose either Family Day or Easter Monday as one of the identified holidays with pay. They will inform their supervisor of their choice of holiday by January 5 of each calendar year.

SCHEDULE "C" VACATIONS WITH PAY

1.

Vacations with pay will be granted in accordance with the following schedule. Regular Part-time Employees will be pro-rated.

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c) **3 – 6 years seniority:** vacation time is accumulated at the rate of 10 hours per month for each calendar month of continuous service for a maximum of up to 120 vacation hours per year. This accumulation will begin when the employee has completed their 3rd year plus one month of service.

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2.

Pay for vacation above will be at the Employees hourly rate times the number of hours the Employee would have worked if not on vacation.

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4.

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6.

Each work location that has three (3) or more full or part-time Bargaining-Unit Employees who work the day/evening shifts, is permitted to have two (2) of these identified staff off on vacation during the same 'stretch'*. Work locations with less than three (3) full or part-time Bargaining-Unit staff who work the day/evening shifts are permitted to have only one person off during the same "stretch"*. Night Staff are not included as day/evening staff and will choose their vacation within their classification. Their selection shall not interfere with the vacation of Bargaining Unit members in other classifications.

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Any vacation time requested for dates occurring outside of the periods noted above will require Employees to give two (2) weeks notice if booking up to two (2) vacation days or more, these requests will only be granted if proper notice is provided.

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SCHEDULE "D" SICK LEAVE

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2.

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Schedule "E" Job Classifications and Rates of Pay

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Schedule E above reflects an increase of \$0.25 for SILP pay rates and a \$0.50 for Community Residence pay rates retroactive and effective September 27 2020; and these rates include the specific funding that was announced by SD in May of 2019 for increases in wages; specifically \$2.00 for Youth Care and \$0.50 for home care. These subsidies are now a part of the funding provided to the organization.

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d)

“TEMPORARY EMPLOYEE” is an Employee who is hired to replace a Regular staff person who is on leave for a fixed amount of time, i.e. maternity leave, sick leave, leave of absence etc.

SCHEDULE "F" BENEFITS

1.

During the life of this agreement the Employer ensures there is a medical and pension plan available to employees. The Union recognizes that the specific details and benefits of a medical and pension plan are solely determined by the Employer. The Employer agrees to pay 50% of the cost of medical coverage for each employee with at least one-year continuous service, on each pay, for those who have decided to participate in the Medical Plan. The Employer agrees to contribute 2% of each Employee's gross earnings, each pay, to that Employees' Group Pension Plan. After one year of continuous service, Employees' contribution of 1% of their gross earnings is mandatory. Employees have the option of contributing a higher percentage.

The Employer will increase the mandatory employer portion to 3% of each Employee's gross earnings at the beginning of the new plan year April 1 2021.

2.

An Employee with ten (10) years seniority or more, can, at his/her choosing, request a Years of Service leave without pay for up to twelve (12) continuous months. The Employee shall be required to give Management one month's notice. This "Year's of Service" leave shall only be granted once to each Employee during his/her employment with MCRI. An Employee who chooses a "Years of Service" leave of less than twelve (12) months, cannot, at another time, request another leave without pay under this provision.

3.

(Community Residence employees only) Employees have the option of accepting the meals prepared at the work location, or bringing their own.

SCHEDULE "G" OVERTIME CALL IN PROCEDURE

1.

Finding relief to cover sick and vacation leave, crisis backup and all other relief will be determined by the Employer.

2.

The Employer ensures there will be provisions for employees to indicate they are available for Relief/overtime and notifications regarding relief/overtime shifts that are available will be provided as outlined below:

a)

The Employer shall first check to see if it is possible to have staff working in all house/programs the day affected to move up, down, or transfer by seniority, to cover the hours affected. As these shifts may not be covered in their entirety, only the staff on shift on the affected day will be asked to move up or down as the case may be.

b)

The Employer will notify all active permanent and temporary staff working in the program affected and any other staff including relief that are oriented to work in the affected program through an email, the shifts needing to be filled and available to work.

Employees interested in relief or overtime can also email mcri@mcrinc.net to notify the Employer that they are available and/or any dates of availability.

Employees can call the MCRI on call line or one of the administrative team to indicate their availability for relief and overtime shifts.

In the near future; with the Employers rollout of the Work Force Now (WFN) system; Employees will also have the ability to view shifts available for relief and overtime, and indicate their willingness or availability to work these shifts using the new online platform.

c)

The Employer will fill the vacant shift with the first qualified staff person who indicates their willingness to work the vacant shifts.

d)

Once it is determined what hours need to be filled, the Employer will inform the senior staff to tell all staff on shift that they may be compelled to stay if the Employer is unable to find relief for the specified hours. This will allow the staff on shift to determine, by seniority, amongst themselves who will be compelled to stay and allow that person to make arrangements for child care etc. if necessary. Ultimately, the most junior person on shift, including temporary staff but not relief, when the call is made is compelled to stay if no others agree to stay.

3.

Should an Employee be required to perform work in a lower rate classification, they shall continue to receive the higher rate.

LETTER OF UNDERSTANDING

1.

The Organization agrees that Employees will be permitted to use up to three (3) days of their sick leave for a work related injury if/when permitted by the laws governing the Worker's Compensation Board.

2.

Stewards addressing management/labor issues at the office will be granted sufficient time away from the work place after such meetings to regain their frame of mind in order to better serve the clients, providing that meetings between labor-management occur every two months for a maximum of two paid hours in the months between September to June. After each meeting an additional hour will be granted for union members attending the meeting to debrief. Non-grievance or non emergency related issues between meeting dates would be addressed via telephone calls, not additional meetings, between the Chief Steward and management.

3.

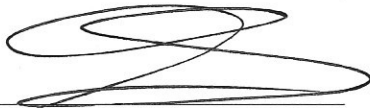
Employees are required to have up to forty (40) hours of mandatory training each year, as determined by the employer. Workshop fees and a person's straight time pay rate to attend mandatory workshops will be paid by the employer.

4.


If a relief has his/her training requirements up to date, he/she will be considered for vacant bargaining unit positions in order of seniority.

IN WITNESS WHEREOF, THE PARTIES HERETO SIGNED THIS ¹¹.....DAY OF
.....^{Jan}....., 20..²¹....

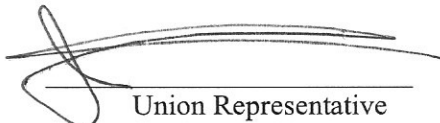
FOR THE ORGANIZATION


Gregory A. Blizzard

FOR THE UNION


George Leaman


Board Representative


Union Representative