

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. Management will ensure a form is signed during the onboarding process. 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 their 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 elect a chief steward and maximum of three (3) additional 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.

c)

The union shall have the right to elect a committee of up to 1 member to assist the Chief Steward during negotiations.

6.02

An Employee will not be eligible to act on the Committee or as a Steward until after they have 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 their supervisor or 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 their immediate Supervisor. The Supervisor will give the 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.

8.06

The Employer and the Union agree to bear equally the fees and expenses of the Arbitrator appointed.

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, they can be unemployed for up to one year and take a vacancy for which they are qualified.

9.04

An up-to-date seniority list shall be sent to the Union and a copy shall be sent to each house/program within thirty (30) days after the signing of this Agreement and each four (4) months thereafter. A copy of the Collective Agreement, and other matters from the union will be forwarded to all employees by management.

9.05

An Employee shall lose their seniority rights and cease to be an Employee in the event:

- a) The employee resigns, quits or retires;
- b)

The employee is discharged for just cause and not reinstated;

c)

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

d)

The employee 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 their current address;

e)

The employee 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 will be offered to work available temporary positions, or relief, while they wait to be offered a permanent position with comparable hours. If they refuse a position, they will be removed from the layoff list and lose their permanent status. It is up to laid-off employees to ensure they maintain MCRI'S training and orientation requirements. 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

In the event two employees have 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 in MCRI Career Center in ADP Workforce now for a minimum of one week and shall be sent out by email to notify all employees including the Chief Steward. Should the successful applicant not be the most senior permanent staff, management will notify the Chief Steward of reasons.

10.02

Notice of job vacancies shall include the nature of the position, the required qualifications, knowledge, experience, and skills.

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 Based Care Homes 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, attendance 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 of time worked. The applicant must complete the 3-month period in the new position within 8 months. If the successful applicant proves unsatisfactory in the position during the trial period, or if the Employee finds they are unable to perform the required duties, the employee shall be returned to their 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 their former position without loss of wages or seniority. In the event the successful applicant returns to their position, Management has the choice of re-posting the position, or make a selection from the original applicants. In the event the successful applicant has chosen to return to their position for the second time within (2) calendar years, managements may exclude them from any new position competitions for a period of 90 days from the first day back to their previous position. 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 positions that are vacant for longer than four (4) weeks. This In House/program Promotion will cover temporary 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 moves 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, employees include female, male and non-binary pronouns.

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 designate and will only be granted on the understanding that it will not interfere with the service to the residents.

11.03

Management will notify the Union of notices through email and/or the Work Force Now system. The Organization will include to the Onboarding 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 the union certification (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).

Two (2) days with pay shall be granted should an Employee's brother or sister-in-law die.

One (1) day with pay shall be granted should an Employee's Aunt/Uncle die.

Employees can request a day without pay for other extended family member bereavement.

The Employee shall not lose any pay for regularly scheduled hours absent from work during the applicable period of 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 Executive Director 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. The Committee shall not meet unless there are at least 2 representations from both the Management and Union, and equal representation from both the Management and Union shall be necessary to vote. Seniority within the committee shall determine which bargaining unit member present shall vote.

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 course 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 eight thousand dollars (\$8000.00) 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 cover the cost. 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 issues. 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. When keys are lost three times in a 2-year period the employee will need to cover the cost of the keys. Any other property affected twice or more in a 3-year period will be required to be reimbursed by the employee, including 40 percent when an entire program is rekeyed as a result. The 40 percent is not required to be reimbursed at once and can be reimbursed overtime.

11.18

Mandatory Training:

a) 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.

b) 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 28 day of September, 2024, until the 27th day of September, 2026, 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, 2026, 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 28th day, of September 2024.

FOR THE ORGANIZATION




Andrea Best

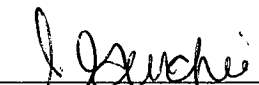


Board Representative

FOR THE UNION



George Leaman



Union Representative

SCHEDULE "A" HOURS OF WORK AND OVERTIME

NORMAL WORK WEEK

1.

(Community Based Care Homes 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 Based Care Homes 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 Organization are permitted to adjust a workday to be less than six (6) hours. A workday of less than six (6) hours will not be unreasonably withheld. When the reduction of a workday to less than six (6) hours is because of accommodating an employee, the union will be notified.

4.

Should an Employee agree to a regular schedule of more than twelve (12) hours and decides they no longer wish to work more than twelve (12) hours, the employee must give the Organization not less than four (4) weeks notice of their intention.

5.

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

6.

(Community Based Care Homes employees only) During shift bids within one program/house, 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, they shall choose their line in order of seniority to commence at the beginning of the next schedule rotation. If an employee is left without a position within the program when the shift bid occurs, they will be given the option to bump the least senior employee (most junior) with similar or lesser hours within the organization. The employee who got bumped as a result will have the same opportunity as the person left without a position, on so on. The last person bumped will be laid off and placed on the recall list.

7.

(Community Based Care Homes 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, and/or if upon consultation with the union, depending on the nature of the event (e.g. HR investigation, performance issues). 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 scheduled hours worked over 230 hours in the core 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.

8.

There shall be no split shifts.

9.

The Union shall have the right to negotiate with the Organization, rates of pay for new Bargaining-Unit classifications 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.

10.

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.

11.

(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.

OVERTIME 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 employees have the ability to view shifts available for relief and overtime, 14

and to indicate they are available to work the Relief/overtime shifts using the online platform.

a)

Shifts to be covered in advance of the shift; The employer looks at different factors when allocating extra shifts to employees, such as number of hours already scheduled, seniority, relief/temp/permanent status, reliability etc.

b)

Any outstanding shifts not claimed/filled in advance; The employer will determine the hours needed to fill. The employer, if time allows, will inform the staff on shift that they may be compelled to stay if Employer is unable to find relief for the specific hours. This will allow the staff on shift to make arrangements for childcare etc. if necessary. Ultimately, the most junior person on shift, including temporary staff but not relief, will be compelled for the unclaimed shift, if no others agree to stay.

2.

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

SCHEDULE "B" PAID HOLIDAYS

1.

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

New Years' Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	

2.

Paid Holidays are built into Community Based Care Home 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.

(SILP employees only) An Employee is only entitled to Holiday pay if they work their last scheduled shift preceding and their first scheduled shift following the Holiday or the employee agreed to a day off in lieu of the Holiday, 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 minimum 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 minimum 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.

4.

Vacation Rules when submitted before April 1st

Vacations will, where practical, be allocated by seniority for periods mentioned in section 3 and vacation rules in section 6 are met. Each choice must be consecutive days in a stretch and cannot be several time slots as one choice.

During the period of June 15 – August 31 vacation is limited to a maximum of two (2) consecutive weeks. After the employer has processed each employee their first choice, in order of seniority, the procedure will begin again for each Employees second choice, then third choice, and so on, and if an employee can't have their first choice their second choice shall become their first choice and so on.

When an employee is on leave before April 1st, upon return, must submit their request within 2 weeks to be considered, and it must not affect any vacations already approved. and must meet article 6.

5.

Vacation Rules when submitted after April 1

a) Between June 15th to August 31st (Summer)

Any request received between April 1 – May 31 will be granted in order of submission after approvals in section 4 have already been completed and vacation rules in Section 6 are met.

Any requests received after May 31, for a maximum of 3 shifts in a row would require a minimum 3 weeks notice and will be granted twice a year if rules in Section 6 are met and relief can be found.

Exception: An employee may take one vacation shift to a maximum of one (1) times a year provided three (3) regular business days' notice is given, relief can be found, and vacation rules in section 6 are met.

SILP ONLY: minimum 2 weeks' notice for maximum 5 days off once per year, will be granted if vacation rules in section 6 are met.

b) Between December 24th to January 2nd (Christmas)

Any Request Received Between April 1 – September 30 will be granted in order of submission after approvals in section 4 have already been completed and vacation rules in Section 6 are met.

c) Between April 1st to June 14th, between September 1st to December 23rd, and between January 3rd to March 31st

Are **required** to give two (2) weeks' notice, and will be granted if vacation rules in section 6 are met.

Exception. An employee may take one vacation shift to a maximum of three (3) times a year provided two regular business days' notice is given, relief can be found, and vacation rules in section 6 are met.

Special circumstances may be considered and determined by management.

6.

Work location with three (3) or more full or part-time Bargaining-Unit staff, are permitted to have two (2) of these identified staff off on vacation during the same "*stretch" (per vacation shift group). Work locations with less than three (3) full or part-time Bargaining-Unit staff are permitted to have only one (1) person off during the same "*stretch". (per vacation shift group). There are two vacation shift groups, day/evening, and night. **Exception: only one (1) day/evening staff and one (1) night staff are permitted to book vacation for Christmas Eve, Christmas Day and New Years Eve, 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.

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

8.

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 Executive Director or Associate Director.

(SILP employees only) Vacation not taken by February 1st will either be transferred to the following year and must be used in the next fiscal year which they were earned. or be directed to take as vacation during the current fiscal year before March 31st.

9.

(Community Based Care Home only) 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.

10.

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.

11.

When cancelling vacation after relief has been organized, the organization will require the 2 weeks' 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 minimum mandatory probationary period for new employees in permanent positions:** no accumulation of sick leave benefits.

b) **Upon completion of the four (4) month minimum 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 minimum 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 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.

8.

Employees will be allowed to use sick time for mental health days.

SCHEDULE "E" JOB CLASSIFICATIONS AND RATES OF PAY

SILP HSC/Counselors Group	April 1 2023	Upon completion of 8 years of service	April 1 2024	Upon completion of 8 years of service
0-12 months	\$20.60		\$22.85	
Over 12 months	\$21.20	\$21.45	\$23.45	\$23.70

SILP RSW Group				
RSW	\$18.20		\$20.45	
RSW (t)	\$18.70	\$18.95	\$20.95	\$21.20

Community Based Care Homes (Youth) Group				
0-12 months	\$22.55		\$24.55	
Over 12 months	\$23.15	\$23.40	\$25.15	\$25.40
ARC	\$24.20	\$24.45	\$26.20	\$26.45

Community Based Care Homes (Youth) RSW Group				
RSW	\$20.15		\$22.15	
RSW (t)	\$20.65	\$20.90	\$22.65	\$22.90

Wage increases will depend solely on increases given by the Department of Social Development (SD). Anytime the provincial government provides funding specifically to increase wages for eligible classifications to the agency, this increase will be passed onto all qualifying employees. 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 in the Community Based Care Homes shall receive reimbursement, and employees working in SILP are required to have a car. Kilometers reimbursement will depend on the number of kilometers approved by SD. Anytime the government increases the travel funding, the increase will be passed to employees. In order to receive reimbursement for travel, proof of proper insurance coverage, as determined by the organization in cooperation with Social Development is required. Proof of liability coverage is required.

The Employer agrees to pay for wages every second Thursday. The Employer shall rectify all errors in pay immediately (when the employer is at fault), unless other arrangements have been made with the Employee. When the employee is at fault the employer will rectify error over \$150 after taxes immediately, otherwise the employee will wait until the following pay period.

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.

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 on each pay, for each employee after at least 6-month continuous service and completed probation, for those in the Medical Plan. The Employer agrees to contribute 3% 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.

2.

An Employee with ten (10) years seniority or more, can, at their 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 their 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 Based Care Homes employees only) Employees have the option of accepting the meals prepared at the work location, or bringing their own.

LETTER OF UNDERSTANDING

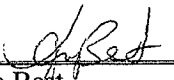
1.

Stewards addressing management/labor issues at the office will be granted up to one (1) hour 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 at least every two months for a maximum of two paid hours. 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.

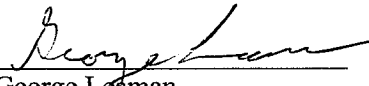
**IN WITNESS WHEREOF, THE PARTIES HERETO SIGNED THIS 28 DAY OF
September, 2024**

FOR THE ORGANIZATION


FOR THE UNION




Andrea Best



George Leaman



Board Representative



Union Representative