

New Brunswick

TERM. 2000/12

No. of EMPLOYEES 280

NOMBRE D'EMPLOYÉS 280

AGREEMENT

*BETWEEN*

**BOARD OF MANAGEMENT**

*AND*

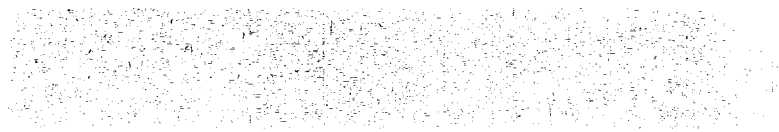
**THE NEW BRUNSWICK PUBLIC  
EMPLOYEES ASSOCIATION**

**GROUP: SECRETARIAL,  
STENOGRAPHIC AND TYPING  
CLERICAL AND REGULATORY  
OFFICE, DATA PROCESSING AND  
DUPLICATING EQUIPMENT  
OPERATION**

RECEIVED

Expires: December 31, 2000

MAR 9 4 100R



**AGREEMENT**

***BETWEEN***

**BOARD OF MANAGEMENT**

***AND***

**THE NEW BRUNSWICK PUBLIC  
EMPLOYEES ASSOCIATION**

**GROUP: SECRETARIAL,  
STENOGRAPHIC AND TYPING  
CLERICAL AND REGULATORY  
OFFICE, DATA PROCESSING AND  
DUPLICATING EQUIPMENT  
OPERATION**

**Expires: December 31, 2000**



Table of Contents

<b>Article</b>	<b>Page</b>
PREAMBLE: .....	1
ARTICLE 1 - DEFINITIONS: .....	.1
ARTICLE 2 - APPLICATION OF THE AGREEMENT: .....	.3
ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT: .....	.3
ARTICLE 4 - RECOGNITION: .....	4
ARTICLE 5 - PROVINCIAL SECURITY: .....	4
ARTICLE 6 - MANAGEMENT RIGHTS: .....	4
ARTICLE 7 - ASSOCIATION SECURITY .....	4
ARTICLE 8 - COMMUNICATIONS: .....	5
ARTICLE 9 - NO DISCRIMINATION: .....	.6
ARTICLE 10 - STRIKES AND LOCKOUTS: .....	.6
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE: .....	.6
ARTICLE 12 - GRIEVANCE PROCEDURE: .....	7
ARTICLE 13 - ADJUDICATION: .....	10
ARTICLE 14 - DISCIPLINE: .....	10
ARTICLE 15 - SENIORITY .....	12
ARTICLE 16 - COMPETITIONS AND APPOINTMENTS: .....	.13
ARTICLE 17 - LAYOFF AND RECALL: .....	13
ARTICLE 18 - HOURS OF WORK: .....	14
ARTICLE 19 - OVERTIME.....	17
ARTICLE 20 - PREMIUM PAY: .....	18
ARTICLE 21 -PAYMENT OF WAGES AND ALLOWANCES: .....	.19
ARTICLE 22 - STATUTORY HOLIDAYS: .....	23
ARTICLE 23 - VACATIONS: .....	.24
ARTICLE 24 - SICK LEAVE: .....	.26
ARTICLE 25 - MATERNITY LEAVE .....	28
ARTICLE 26 - BEREAVEMENT LEAVE: .....	.31
ARTICLE 27 - COURT LEAVE: .....	.31
ARTICLE 28 - EDUCATIONAL LEAVE: .....	32
ARTICLE 29 - LEAVE FOR ASSOCIATION BUSINESS: .....	.32
ARTICLE 30 - OTHER LEAVES OF ABSENCE: .....	34
ARTICLE 31 HEALTH AND SAFETY .....	.35
ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS: .....	.35
ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS: .....	.37
ARTICLE 34 PORTABILITY: .....	38
ARTICLE 35 - TECHNOLOGICAL CHANGE .....	.38
ARTICLE 36 DURATION, TERMINATION AND RETROACTIVITY: .....	39
SCHEDULE A.....	.41
SCHEDULE B .....	56

SCHEDULE C .....	57
SCHEDULE D .....	60
LETTER OF UNDERSTANDING .....	62
MEMORANDUM OF AGREEMENT .....	63

THIS AGREEMENT made this 6th day of November, 1997.

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE, as represented by Board of Management, hereinafter called the "Employer", party of the first part.

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION, hereinafter called the "Association", party of the second part.

**PREAMBLE:**

WHEREAS it is the intention and purpose of the Parties to this Agreement to maintain settled conditions of employment between the Employer, the employees, and the Association, to improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of its employees to the end that the people of the Province - will be well and efficiently served; accordingly, the parties hereto set forth certain articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.

**ARTICLE 1 - DEFINITIONS:**

1.01 "Association" shall mean the New Brunswick Public Employees Association, which is the Certified Bargaining Agent of all three Bargaining Units.

1.02 "Employer" shall mean her Majesty in Right of the Province as represented by Board of Management and shall include its representatives and/or Agents.

1.03 "Bargaining Units" or "Units" shall mean the Groups of employees covered by the New Brunswick Certification Order Numbers 034 PS 4e (Secretarial, Stenographic and Typing), 030 PS 4b (Clerical and Regulatory) and 021 PS 4a (Office, Data Processing and Duplicating Equipment Operation) applies.

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to these Units, other than:

(a) a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal workweek; and

(b) a person employed on a casual or temporary basis unless so employed for a continuous period of six months or more.

1.05 “Casual or Temporary Basis” shall mean employment which has an anticipated duration period of less than six months. Persons employed under these terms are not appointed to positions under the plan of establishment, are not considered employees, and are not covered by the terms of this agreement until they have met the requirements of employee under the Public Service Labour Relations Act.

1.06 “Seasonal Employee” is an employee normally employed for more than six months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service Position. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on “Inactive Status” during the period in which the seasonal employee’s services are not required. While on “Inactive Status” a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days notice of the date of termination of the employee’s seasonal work period. Seasonal employees shall receive improvements in vacation-credit entitlements pursuant to Article 23.01 only after completion of each total annual days normally worked by full-time employees.

1.07 “Term Employee” is an employee employed for a specified period of more than six continuous months.

1.08 Employees may be subdivided into the following categories:

(a) “Full-time Employees” which are those who normally work the full normal workweek; and

(b) “Part-time Employees” which are those who normally work less than the full normal workweek.

1.09 Probationary Period

(a) In accordance with the Civil Service Act and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of appointment for a period of six months immediately following the date on which the person reports for work, provided that on the expiration of such period of six months the Deputy Head may extend the probationary period for further periods of three months, but the total probationary period shall not exceed twelve months.

(b) The probationary period for employees employed in agencies and institutions not subject to the Civil Service Act and



Regulations shall be the same as (a) above.

1.10 In this Agreement, except as herein defined, words defined in the Public Service Labour Relations Act have the same meaning as in that Act.

1.11 Gender - Wherever the masculine gender is used in this agreement, it shall refer equally to the feminine gender.

1.12 "Control Point Maximum"- The point within a salary range representing the maximum base pay for a job.

1.13 "Discretionary Maximum"- The point within a salary range between the control point maximum and the maximum allowed for re-earnable increments.

1.14 "Merit Increase"- An adjustment to individual salary based on a documented assessment of performance.

1.15 "Re-earnable Increments"- Temporary payments based on exceptional performance authorized at the discretion of the Deputy Head

1.16 "Pay Increment"- One step in the pay range.

## **ARTICLE 2 - APPLICATION OF THE AGREEMENT:**

2.01 This Agreement applies to and is binding on the Association, the employees, and the Employer.

## **ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:**

3.01 In the event that any law passed by the Legislature of the Province applying to those employees covered by this Agreement, renders null and void or materially alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties shall negotiate a mutually acceptable provision(s) to be substituted for the provision(s) so rendered null and void or materially altered. Should such negotiations fail to achieve agreement, the parties may submit the matter to binding arbitration under the Public Services Labour Relations Act. Where either party indicates a desire to refer the matter in dispute to binding arbitration, the other party shall not object.

3.02 Where any legislation which binds the parties to this agreement clearly specifies and directs that greater rights or benefits than are in

effect under this agreement must be granted to either party, such rights or benefits shall be deemed to form part of and be applicable under this agreement and may be enforced through the Grievance Procedure.

**ARTICLE 4 - RECOGNITION:**

4.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 034 PS 4e, 030 PS 4b and 021 PS 4a applies.

**ARTICLE 5 - PROVINCIAL SECURITY:**

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made on behalf of the Government of the Province of New Brunswick in the interests of the health, safety, or security of the people of the Province.

**ARTICLE 6 - MANAGEMENT RIGHTS:**

6.01 All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Association as being retained by the Employer.

**ARTICLE 7 -ASSOCIATION SECURITY:**

7.01 The Employer shall deduct from the wages due to every employee in these Bargaining Units an amount equal to the regular monthly dues of the Association commencing with the month following the month in which the employee commenced work as an employee.

7.02 Employees who are Association members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

7.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

7.04 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Association prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Association will keep the Employer advised of the name and address of its designated Official.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Association must advise the Employer in writing of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Association, after which such changed amount shall be the amount to be deducted. The parties agree that no more than one change in dues will be processed during any calendar year.

7.06 The sums deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the sum so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Association will continue to be voluntary.

7.07 The Association agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

7.08 The Association assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the designated official of the Association under this Article.

#### **ARTICLE 8 - COMMUNICATIONS:**

8.01 Correspondence Except where otherwise provided, official communication in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER: Director Labour Relations Services  
Department of Finance  
P.O. Box 6000  
Fredericton, N.B.  
E3B 5H1

TO THE ASSOCIATION: The President  
New Brunswick Public  
Employees Association  
P.O. Box 95  
Fredericton, N.B.  
E3B 4Y2

8.02 Association Notices - The Employer shall continue to make space available on the existing bulletin boards on which the Association may post notices of meetings and other notices of interest to the Employer's representative in charge of the building in which the board is located.

8.03 Copies of Agreement

(a) The Employer shall have printed a sufficient number of bilingual copies of this Collective Agreement as soon as practicably possible so that each employee in the bargaining unit may have a copy within reasonable time after the execution of this agreement.

(b) The Employer shall supply any new employee with a copy of this agreement as soon as possible after the employee has commenced employment.

(c) It is understood that both the English and French texts of this agreement shall be official. However, when a difference of wording or interpretation arises, the language used to negotiate the collective agreement will prevail.

8.04 The Employer shall ensure that the Association receives a copy of any new or revised policies which affect the terms and conditions of employment of the employees subject to this Agreement. Any such policies may be referred to the Employer-Employee Relations Committee.

**ARTICLE 9 - NO DISCRIMINATION:**

9.01 The parties agree that there shall be no discrimination, restriction, or coercion exercised or practised with respect to the union, the employees, the Employer and its Agents.

9.02 Both parties recognize that the Human Rights Act applies to this agreement.

**ARTICLE 10 - STRIKES AND LOCKOUTS:**

10.01 There shall be no strikes, walkouts, lockouts, slowdowns or other interruptions of work, as defined by the Public Service Labour Relations Act, during the term of this Agreement.

**ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE:**

11.01 Within thirty days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee. The Committee shall be comprised of one representative of the Association and no more than three Bargaining Unit representatives, and one representative of the Board of Management and no more than three other Employer representatives.

11.02 The parties agree the Committee may be employed as a forum of meaningful consultation on the interpretation of any Article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.

11.03 A meeting of the Committee shall be convened by the parties within ten (10) working days of the date that either party receives an agenda from the other that any matter as outlined under Article 11.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within ten (10) working days or make such other arrangements as is acceptable to the party that issued the notice.

11.04 Any Agreement reached by the Committee shall be binding on the parties to this Agreement for the term of the Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be signed by both the Bargaining Agent's representative and the Employer's representative and distributed by the party or parties through their regular channels of communications.

11.05 Should the Committee fail to reach agreement on a matter of interpretation or settlement of a dispute either party may pursue other avenues for settlement of the dispute available through the Agreement or under the Public Service Labour Relations Act.

11.06 The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

11.07 No employee serving on this Committee shall lose salary or other benefits due to an absence or absences from work under this Article. The expenses of the representatives attending a Committee meeting will be borne by their respective parties. Every attempt shall be made to submit appropriate leave forms at least five (5) working days prior to scheduled absence(s) under this article.

#### **ARTICLE 12 - GRIEVANCE PROCEDURE:**

12.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the Supervisor, without prejudice to the employee or Employer, as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference

to the grievance procedure may be avoided wherever possible.

12.02 Where an employee feels aggrieved by the interpretation or application in respect of a provision of a statute, or a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting terms and conditions of employment in respect of which no administrative procedure for redress is provided in or under an Act of the Legislative Assembly of New Brunswick, and, where the employee has written consent of the Association respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present a grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the immediate supervisor or the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the grievance was presented to the immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present a grievance in writing at the second level of the grievance process either by personal service or by mailing by registered mail, to the immediate supervisor or to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of the grievance from the person designated by the Employer as the second level in the grievance procedure within ten (10) working days from the date on which the grievance was presented at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present a grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the

immediate supervisor or to the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the grievance within fifteen (15) working days from the date on which the grievance was presented at the final level, the employee may refer the grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which a reply should have been received from the person designated as the final level.

12.03 In any case where the employee presents a grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Association.

12.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in 12.05 hereof.

12.05 Both parties may mutually agree in writing to extend the time limits specified herein.

12.06 Where an employee presents a grievance at the final level in the grievance process and the grievance is one that may not be referred to adjudication, the employee shall be entitled, upon request being made in writing at the time of filing the grievance at the final level, to have a full hearing of the matter(s) giving rise to the grievance, at that level.

12.07 Any matter giving rise to a dispute between the Association and the Employer shall be processed at step three of the grievance procedure within twenty (20) days of the knowledge of the occurrence thereof. Should the matter not be settled the Association may refer its differences pursuant to Section 92 (1) of the Public Service Labour Relations Act.

12.08 The Employer may present a grievance within twenty (20) days

of the knowledge of the occurrence thereof, pursuant to Section 92(l) of the Public Service Labour Relations Act by forwarding written notice by registered mail or personal service to the President, N.B.P.E.A.

**ARTICLE 13 -ADJUDICATION:**

13.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

(a) the interpretation or application in respect of a provision of a Collective Agreement or an Arbitral Award, or

(b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the grievance has not been dealt with satisfactorily, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

13.02 Where a grievance that may be presented by the employee to adjudication is a grievance relating to the interpretation or application of a provision of a Collective Agreement or an Arbitral Award, to them, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

(a) its approval of the reference of the grievance to adjudication; and

(b) by willingness to represent the employee in the adjudication proceedings.

13.03 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege as may be determined appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

13.04 An Adjudicator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

**ARTICLE 14 - DISCIPLINE:**

14.01 An employee may be disciplined by oral or written reprimand,



suspension with pay, suspension without pay, financial penalty, or discharge.

14.02 (a) No employee who has completed the probationary period shall be disciplined except for just cause.

(b) Disciplinary action resulting in the issuance of an oral or written reprimand, or suspension with pay, cannot be referred to adjudication.

(c) Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which the employee works during which time the employee shall continue to be paid. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's personnel file.

14.03 Where an employee is disciplined by suspension or discharge, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action including any relevant dates.

14.04 Failure of the Employer to provide such written reasons within the time period required by Clause 14.03 shall result in immediate reinstatement of the employee.

14.05 An employee who alleges discipline by suspension without pay a discharge in violation of clause 14.02 may, within twenty (20) days of the date of the discipline imposed, invoke the grievance procedure including adjudication as set out in this agreement and for the purposes of a grievance alleging violation of clause 14.02, shall lodge the grievance at the final level of the grievance procedure.

14.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which the employee alleges have been contravened by the Employer. The consideration of the grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened in the response to the Employer's reason for the disciplinary action.

14.07 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of clause 14.02 then the employee shall be immediately reinstated into the former position without loss of seniority or any other benefit which would have accrued if the employee had not been suspended or discharged. One of the benefits which shall not be lost is the regular pay during the period of suspension or discharge, which shall be paid at the end of the next

complete pay period following reinstatement.

14.08 A suspension without pay or discharge shall be effective on the date the employee is given oral notice, or on the date specified by notice in writing given to the employee by personal service, registered or certified mail. In the case of a written notice, the effective date shall be no later than the date the notice is received by the employee.

14.09 For the purposes of this Article 14, there shall be only one official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the Employer, and, if requested, while accompanied by a representative of the Association, an opportunity to read all documents relating to the assessment of the employee's conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

14.10 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

14.11 Where the employer schedules a meeting with an employee for the purpose of discussing pending disciplinary action as per 14.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option, and within reasonable time limits arrange to have an association representative attend the meeting.

#### **ARTICLE 1.5 - SENIORITY:**

15.01 Seniority shall be the amount of continuous service of an employee in Part I of the Public Service.

15.02 An employee shall not commence to accumulate seniority until the employee has completed the probationary period. On completion of the probationary period an employee's seniority shall be dated back to the date on which the employee's continuous service began.

15.03 An employee who ceases to be on the payroll of the Employer shall lose seniority unless:

(a) the employee is on approved leave of absence;

(b) the employee is absent from work while drawing Workers' Compensation Benefits;

(c) the employee has been discharged or suspended without pay and reinstated; or

(d) the employee is laid off for a period not in excess of twelve months.

15.04 An employee who:

(a) is on approved leave of absence without pay which exceeds one-half (1/2) the number of working days in any month;

(b) is suspended without pay;

(c) participates in a strike or other work stoppage;

(d) as a seasonal employee is on inactive status; or

(e) is laid off;

shall not accumulate seniority during such period.

15.05 The Employer shall prepare a list of employees and shall make this list available to the Association during January of each year. The list shall include the classification, commencement date and amount of seniority accumulated for each employee.

**ARTICLE 16 - COMPETITIONS AND APPOINTMENTS:**

16.01 Where the Employer decides to fill a vacant position, the position shall be filled in accordance with the Civil Service Act and Regulations where applicable.

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted for fifteen (15) working days or until the competition closing date, whichever is greater.

**ARTICLE 17 - LAYOFF AND RECALL:**

17.01 A layoff for the purpose of this agreement shall be defined as a termination of employment because of lack of work or because of the discontinuance of a function.

17.02 (a) In the event of layoff, and where qualifications and ability

are equal reverse seniority shall apply to layoffs; that is, employees with less seniority holding a certain classification or lower classification in the classification series shall be laid off before employees with greater seniority holding that classification, provided that, in the case of an employee holding the lower classification in the series being laid off, the employee with greater seniority is willing to move to the lower classification job and rate of pay and has the qualifications and ability to perform the duties of the position.

(b) The unit of operation for this Article shall be:

- (i) the bargaining unit,
- (ii) the Department or Agency (by Region or District)
- (iii) the classification series, or classification where no series exists.

17.03 In the event of lay-off casual and temporary persons who have attained employee status by virtue of being employed for a continuous period of six months or more shall be laid off first.

17.04 The provisions of this Article shall also apply to all employees in all Departments or Agencies covered by this Collective Agreement.

17.05 Subject to Section 63(2) of the Public Service Labour Relations Act, employees shall be recalled in the reverse order that they were laid off. Recall shall be subject to the employee having the qualifications and ability to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to hiring of new persons, in other classifications if they are qualified and able to perform the work available.

17.06 The parties of this agreement acknowledge that the provisions of this article are subject to and intended to be in accordance with the Civil Service Act and Regulations and the rights and protections with respect to layoff are applicable to those employees who have attained Civil Service Status.

17.07 The parties recognize that pursuant to Section 63(2) of the Public Service Labour Relations Act that where a conflict occurs between the provisions of this article and the Civil Service Act, the Civil Service Act shall prevail.

#### **ARTICLE 18 - HOURS OF WORK:**

18.01 The purpose of this Article is to provide a basis for computing

pay under the provisions of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week, or of employment.

18.02 (a) The regular hours of work for employees in the Unit shall be thirty-six and one-quarter (36 1/4) per week exclusive of lunch period, five (5) days per week.

(b) Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the 36 1/4 hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee Meetings.

18.03 (a) Employees shall normally be scheduled to complete their hours of work between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

(b) Notwithstanding clause 18.02 above, the regular hours of work for employees performing the duties of Radio Control Center Operators or Commercial Vehicle Enforcement Officers shall be based on a forty (40) hour workweek.

18.04 Where an employee is required to complete the regular hours of work outside the hours of 08:00 a.m. and 05:00 p.m. Monday to Friday inclusive, the Employer shall provide the employee with a schedule of the workdays so as to keep the employee informed of the workdays a minimum of fourteen (14) days in advance of any change taking place.

18.05 An employee may take two (2) ten minute rest breaks each day and, where operational requirements permit, at a time chosen by the employee.

18.06 The parties through the Employer-Employee Relations Committee may mutually agree to a compressed workweek shift schedule for certain employees. The manner in which leaves and other benefits for employees working the compressed workweek are to be treated will also be settled by the Employer-Employee Relations Committee and will be subject to mutual agreement of the parties. Any agreement to work a compressed workweek may be terminated by either party upon eight weeks notice.

18.07 Where employees are assigned to work a shift schedule:

(a) The shift and days of work for each employee shall be posted on a bulletin board at the employee's place of work so that the employee will be aware of the employee's shift and days of work at least

fourteen (14) calendar days in advance.

(b) An employee may exchange an employee's scheduled day or days off with another employee provided permission is given by the supervisor and that the exchange does not involve the payment of overtime by the Employer.

(c) Shift periods shall be rotated fairly amongst employees where operational requirements permit.

18.08 The Employer may schedule employees to work hours other than those specified in Article 18.02 and 18.04, which hours may include Saturday and Sunday work. However, in such cases the Employer shall provide the employees with an hours of work schedule that will keep them informed of their hours of work twenty-eight (28) days in advance at all times except in the Duplicating Services Division when the Legislative Assembly is in session where the employee will be informed of the employee's hours of work seven (7) days in advance at all times. Employees shall not be required to work more than one (1) shift in a twenty-four (24) hour period and shifts shall be eight (8) consecutive hours-in length, including a forty-five (45) minute-lunch break. The lunch break may be taken at a location other than the work site. Within a shift cycle consisting of fourteen (14) consecutive twenty-four hour periods, an employee shall be scheduled at least one (1) forty-eight consecutive hours off. (Office, Data Processing Duplicating Equipment Operation only)

18.09 Notwithstanding the above, the Employer shall have the right to change an employee's schedule when operational requirements make it necessary to do so. However, the Employer shall consult with any employees affected by any schedule change before making the change. (Office, Data Processing Duplicating Equipment Operation only)

18.10 (a) The Employer will make every reasonable effort to schedule two (2) weekends off in every four (4). (Office, Data Processing Duplicating Equipment Operation only)

(b) A weekend shall be defined as a period of forty-eight hours commencing on or before 8:00 a.m. Saturday. (Office, Duplicating Equipment Operation only)

18.11 Notwithstanding Article 18.02 and 18.04, Switchboard Operators may be required to work on Saturdays and Sundays, and their regular hours of work may be averaged over a four or five week period. (Office, Data Processing Duplicating Equipment Operation only)

18.12 Notwithstanding any clauses in Article 18 above, the parties to

this agreement may negotiate hours of work other than those specified in 18.02 (a), 18.03 (a) and 18.04 as per operational requirements for various operations. The said hours shall be mutually agreed and ratified by the majority vote of the employees affected.

**ARTICLE 19 - OVERTIME:**

19.01 (a) All hours worked in excess of the regular hours as defined in Article 18 shall be considered overtime.

(b) Where a full-time employee is provided with a schedule of workdays as provided in clause 18.05 hereof, any hours worked other than those stipulated in such schedule, shall be considered overtime for that employee.

19.02 Where operational requirements permit overtime must be authorized in advance by the Employer.

19.03 Overtime shall be compensated by payment of one and one-half (1 1/2) times the employee's regular rate or time and one-half off at the option of the employee.

19.04 At the option of the employee and where operational requirements permit overtime shall be paid on the basis of:

(a) one and one-half (1 1/2) times the employee's regular hourly rate for an overtime hour worked, or

(b) straight time off (one hour off for an overtime hour worked) plus one-half (1/2) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one-half (1 1/2) off.

19.05 Time off shall be scheduled by the employee's supervisor, consistent with the effective operation of the service, within thirty (30) calendar days of the date on which the overtime was worked, or at a later date mutually agreeable to the employee and the supervisor, otherwise the employee shall be paid for the overtime worked.

19.06 Any employee required to operate a portable terminal from an authorized location other than the employee's normal work place, shall be compensated at the overtime rate for work performed outside the employee's regular hours of work.

19.07 Where the Employer decides to assign overtime work to members of these Bargaining Units, such overtime shall be distributed.

subject to considerations of operational efficiency, equally among qualified employees.

**ARTICLE 20 - PREMIUM PAY:**

**20.01 Shift Differential**

(a) Where, because of operational requirements, the hours of work for employees in the bargaining unit are scheduled on a rotating or irregular basis, the employees shall be paid a shift differential for any shift worked that is inconsistent with the daily hours of work established from time to time for office employees.

(b) The Employer shall pay a shift differential of \$2.35 per shift to employees where the majority of hours worked on the shift fall between 5:00 p.m. of one day and 8:00 a.m. of the following day.

**20.02 Standby and Callback (Deputy Sheriff-Coroner, Commercial Vehicle Enforcement Officer and Office, Data Processing and Duplicating Equipment Operation only)**

(a) "Stand-by" means any period of time outside of the regular scheduled working hours during which, on the instruction of management, an employee is required to be available for work.

(b) "Callback" means any period of time when an employee works as a result of being called back to work, as prescribed by the employer, outside of the employee's scheduled working hours.

(c) An employee shall not be required to be on stand-by duty on the employee's days off unless previously scheduled or otherwise mutually agreed.

(d) An employee who is scheduled for stand-by duty shall be available during the employee's period of stand-by at a known telephone number, which is of no greater distance from the employee's place of work than the employee's normal place of residence. If called such an employee must report for work as quickly as possible. No compensation shall be paid for the total period of stand-by if the employee is unable to report for work as required.

(e) An employee on stand-by duty shall be compensated at the rate of \$1.25 per hour for each hour of stand-by.

(f) Where an employee is on stand-by duty and is called back to work, the employee shall be paid a minimum of two (2) hours' pay to a maximum of eight (8) hours' pay at the overtime rate during any eight (8) hour period.



(g) Employees not on stand-by duty who are called back to work shall be compensated for a minimum of three (3) hours' pay at the overtime rate for each callback.

(h) Telephone work - When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for one hour at the overtime rate or the actual time worked at the overtime rate, whichever is greater. Such compensation shall not be claimed more than once during an eight (8) hour period. Telephone calls that result in a callback are exempt from this Article. An off-duty employee not on standby who uses the telephone to provide a service required by the Employer, shall be paid for the actual time worked at the overtime rate.

(i) Where an employee during the employee's vacation period is required at the request of management to appear in Court, at a Coroner's Inquest or return to regular duties in case of an emergency, the employee shall be compensated for a minimum of three hours' pay at the overtime rate and shall be granted equivalent time off.

(j) The duties of an employee required to be performed from time to time in excess and outside of the regular working hours but not normally subject to specific callback by the Employer, whether performed while on stand-by or otherwise, shall not be considered "callback" under this Article and shall be compensated as per Article 19 of the Collective Agreement. (Deputy Sheriff-Coroner, Commercial Vehicle Enforcement Officer only)

20.03 Where an employee is called back to work after leaving, the employee will be compensated for actual taxi fare paid by the employee for travel from the employee's place of residence to the employee's work location and return but not to exceed \$10.00 for the round trip;

OR

An amount that is equal to the actual taxi fare from the employee's place of residence to the employee's work location and return, for the use of a privately-owned vehicle, but not to exceed \$10.00 for the round trip. (Office, Data Processing and Duplicating Equipment Operation only)

**ARTICLE 21- PAYMENT OF WAGES AND ALLOWANCES:**

21.01 (a) The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule "A" which form part of this Agreement.

(b) Notwithstanding 21.01(a) above, newly hired employees may be paid at 80% of the pay rate for the applicable classification during their probationary period. This probationary rate shall apply only to the initial six month probationary period.

21.02 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the pay shall be determined in relation to the points allocated to the classification in the evaluation process as agreed between the Employer and the Association. The Employer may set an interim wage rate for such classification.

21.03 The Association recognizes the Employer's exclusive right to assign duties and classify the positions of employees. An appeal by an employee concerning the classification assigned to the employee's position shall be subject to the Classification Appeal Process and related procedures as amended from time to time.

21.04 Anniversary Dates:

(a) Anniversary dates for employees may remain unchanged; or at the discretion of the Deputy Head, the anniversary dates for employees in a department may be changed to a common date.

(b) Where the practice of individual anniversary dates is retained, the anniversary date of an employee is the date the employee commenced work or subsequently the date the employee was last promoted.

(c) Where a common anniversary date is chosen, the Deputy Head may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.

21.05 Merit Increases:

(a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date may be granted an increase of up to five pay increments in the pay scale, not to exceed the control point maximum.

(b) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the

Employer's reason(s) as to why the employee's work performance was not satisfactory.

(c) An employee who has not been granted a merit increase shall have the right to refer their performance evaluation to the Director of Human Resources or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.

(d) At the discretion of the Deputy Head, anniversary date merit increases, or portions thereof may be delayed and granted at a subsequent date, without chance to the employee's anniversary date.

(e) Where an employee is not granted a pay increment(s) due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to their anniversary date for such increment(s).

(f) The number of merit increase pay increments granted for part-time or seasonal employees should be pro-rated or delayed in relation to length or work periods.

(g) Employees paid at or above the control point maximum of the pay range are ineligible for merit increases.

(h) It is understood by the parties that clause 14.11 does not apply to scheduled work planning and review or performance appraisal meetings.

#### 21.06 Rate of Pay on Promotion, Demotion, Transfer

(a) Where an employee is promoted to a position having a higher control point maximum than the control point maximum of the old position, the employee is paid at the nearest rate of pay that provides an increase of four (4) pay increments not to exceed the control point maximum of the new pay range.

(b) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee shall be granted both a merit increase and a promotional increase.

(c) Where an employee is appointed to a position having a lower control point maximum, or an employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current

rate of pay for one (1) year after which the employee will be placed at the control point maximum of the new classification. If the employee's rate is below the control point maximum of the new pay range applicable to the employee, the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease.

(d) If an employee requests and is granted a demotion and the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.

(e) On lateral transfer, an employee continues to be paid at the same rate of pay.

#### 21.07 Acting Pay

(a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.

(b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

(c) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.

(d) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.

(e) Where an employee classified as a Deputy Sheriff/Coroner is assigned, in addition to regular duties, responsibility for assisting the Sheriff/Coroner in the supervision and administration of district operation such employee shall be eligible to receive a responsibility allowance equal to four (4) pay increments above the employee's regular rate of pay during the period of assignment. (Deputy Sheriff-Coroner only).

21.08 Re-earnable Increments

(a) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Deputy Head. Such re-earnable increments are not to exceed the equivalent of four pay increments.

(b) Re-earnable increments are not included in base pay, and do not constitute pensionable earnings.

(c) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of the increment authorized.

(d) An employee paid at the control point maximum may be granted on anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on performance as assessed pursuant to the performance Management System.

21.09 The Travel Regulations as amended by the Board of Management from time to time shall apply.

**ARTICLE 22 - STATUTORY HOLIDAYS:**

22.01 (a) Employees shall have the following holidays off without loss of pay:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) any other day duly proclaimed as a provincial or National holiday

(b) Employees shall have the following days off without loss of pay, for Christmas Day and Boxing Day:

- (i) when Christmas Day is Monday- the 25th and 26th of December;
- (ii) when Christmas Day is a Tuesday- the 24th, 25th and

26th of December:

(iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24th, 25th and 26th of December;

(iv) when Christmas Day is a Friday, a Saturday, or a Sunday- the 24th through to the 27th of December, inclusive.

22.02 In order to receive holiday pay an employee must have worked the workday before and the workday after the holiday, unless the employee was on authorized leave with pay. Article 22.01 shall not apply to an employee during any period the employee is on authorized leave of absence without pay in excess of five (5) working days, is absent without leave, or is under suspension.

22.03 Employees whose days of rest do not fall on Saturday or Sunday shall be granted time off at Christmas which is equivalent to that granted to other employees.

22.04 Where a holiday other than Christmas occurs on an employee's regular day off, and that employee is not required to work, that employee's holiday shall be rescheduled.

22.05 Where an employee is required to work on a holiday, pursuant to clause 22.01 or on a day off which was rescheduled pursuant to 22.04 above, such employee shall have the option of:

(a) being compensated for the hours worked at the overtime rate in addition to that day's pay pursuant to 22.01; or

(b) being compensated for the hours worked at one and one-half (1 1/2) times time off in addition to that day's pay pursuant to 22.01.

**ARTICLE 23 - VACATIONS:**

23.01 Length of Vacation:

(a) an employee shall be entitled to annual vacation with pay calculated at the rate of one and one-quarter (1 1/4) days for each calendar month of service.

(b) employees who have completed ninety-six (96) months (8 years) continuous service shall be entitled thereafter to an annual vacation with pay calculated at the rate of one and two-thirds (1 2/3) days for each calendar month of service.

(c) an employee who has completed two hundred and forty (240) months (20 years) continuous service shall be entitled thereafter to annual vacation with pay calculated at the rate of two and one-twelfth (2

1/12) days for each calendar month of service.

23.02 Subject to clause 23.03, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

23.03 In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credits shall be given:

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on a leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave with pay granted pursuant to the terms of this Agreement; and
- (d) for days on which the employee is absent from work while receiving Worker's Compensation Benefits.

23.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty, not in violation of Article 14 (Discipline) exceeds one-half (1/2) the number of working days in any month, no vacation credits shall accumulate for that month but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

23.05 Vacation shall be taken at a time authorized by the Employer, and where operational requirements permit, at the time requested by the employee.

23.06 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to November 1st of the year in which the employee ordinarily would take the vacation sought to be carried forward.

Where the employee's vacation has not been used up in one year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may have been earned and not taken in the previous

years, provided they were carried over.

23.07 Every person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but to which the employee was not entitled and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

23.08 An employee whose employment is terminated for any reason shall be paid with the employee's final pay an amount of money equivalent to any vacation which may have accrued to the employee's benefit in accordance with Article 23.01 above.

23.09 If one of the holidays referred to in Article 22 (Holidays) falls on or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation in lieu of such holiday.

23.10 Where operational requirements permit, preference in vacation schedule shall be given to allow those employees with school age children, 16 and under, at least two (2) consecutive weeks' vacation during the summer months when primary and secondary schools are not in session; otherwise, preference in vacation schedule within the office or work unit shall be given to those employees with greater seniority. An employee wishing to exercise vacation preference shall indicate such preference in writing on or before April 30. An employee granted vacation preference in any calendar year pursuant to the terms of this Article 23.10 shall not be eligible for any further preference under this Article 23.10 during the same calendar year. (Secretarial, Stenographic and Typing, Clerical and Regulatory only)

23.11 Where operational requirements permit, preferences in vacation schedule shall be given to those employees with greater seniority. (Office, Data Processing and Duplicating Equipment Operation only)

23.12 An employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off with pay up to a maximum of seven and one-quarter (7 1/4) hours.

#### **ARTICLE 24 - SICK LEAVE:**

24.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1 1/4) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

24.02 Each employee who commences employment on or before the



fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits for that month.

24.03 Each employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits the following month.

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (1/2) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

24.05 For the purpose of computing sick leave accumulation the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

24.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half day may be deducted as one-half day, absence for more than one-half day but-less than one full day may be deducted as a full day.

24.07 An individual employee may be required by the Employer to produce a Doctor's certificate for any period of absence in excess of three consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the Department may issue to him a standing directive that requires him to submit a medical certificate for any period of absence for which sick leave is claimed.

24.08 An employee who is absent from work on account of sickness or accident who wishes to use sick leave credits for such absence, must notify the employee's immediate Supervisor as soon as possible.

24.09 Where a deduction from salary is to be made pursuant to clause 24.07 hereof, the employee is to be so informed in writing as soon as possible and the deduction shall be made if possible within sixty (60) days.

24.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (1.5) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

24.11 Where the employment of an employee who has been granted advanced sick leave in accordance with clause 24.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to the employee that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

24.12 An employee, who becomes hospitalized or confined to bed rest on Doctor's orders while on annual vacation, may use sick leave credits rather than lose a portion of the employee's vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at time of illness.

#### **ARTICLE 25 - MATERNITY LEAVE**

25.01 An employee on maternity leave may apply and receive the benefit of the maternity provisions of the Employment Insurance Act, as amended from time to time.

25.02 An employee requesting maternity leave shall submit the required Request for Leave Form accompanied by a medical certificate to the Employer at least fifteen (15) weeks prior to the anticipated delivery date.

25.03 Duration of Leave - Maternity leave shall commence six (6) weeks before the anticipated delivery date unless granted earlier than six (6) weeks or deferred. The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties. A medical certificate may be required. Maternity leave shall expire not later than eleven (11) weeks after delivery date unless the six (6) weeks she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the eleven (11) weeks after the delivery date.

25.04 Return to Work - An employee returning from maternity leave

shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location (city, town or village).

25.05 Supplementary Unemployment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

25.06 In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and

(b) payments equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

25.07 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, overtime, or any other form of supplementary compensation.

25.08 An applicant under Clause 25.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

25.09 An employee who is absent from work and is receiving Worker's Compensation Benefits is not entitled to any benefits under this Article.

25.10 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 25.03

25.11 During the period of up to seventeen (17) weeks only specified in 25.03 hereof:

(a) an employee continues to earn seniority and continuous service credits.

(b) where the employee participates in group insurance plans of the Employer, the employee and Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

25.12 An employee granted extended maternity leave pursuant to Clause 25.10 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

25.13 An employee on Maternity leave shall continue to accrue entitlements for retirement allowance and vacation purposes. An employee maintains but does not accrue sick leave or vacation leave credits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

25.14 When an employee on maternity leave wishes to return to work earlier than provided for under 25.03, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

25.15 Subject to Article 25.10 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

25.16 An employee who resigns her position for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part I within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

25.17 Upon application in writing an employee adopting a child shall be granted a leave of absence without pay for a period of up to seventeen (17) weeks upon placement of the child.

25.18 An employee shall be granted one (1) day's paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

**ARTICLE 26 - BEREAVEMENT LEAVE:**

26.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 26.04.

26.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 26.04.

26.03 An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse, aunt, uncle, niece or nephew, without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral.

26.04 An employee may be granted a maximum of an additional three (3) days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in this Article or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

**26.05 Pallbearer Leave**

One-half (1/2) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travelling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

**ARTICLE 27 - COURT LEAVE:**

27.01 A Deputy Head shall grant leave with pay to an employee who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
  - (i) in or under the authority of a court of justice;
  - (ii) before a court, judge, or coroner;
  - (iii) before the Senate or House of Assembly, or any

committee thereof that is authorized by law to compel the attendance of witnesses before it: or

(iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

27.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall then report to work.

27.03 Paid court leave shall not be granted:

(a) to an employee when the court or similar proceedings have been initiated by himself;

(b) to an employee to attend court or similar proceedings to which the employee is made a party and which are not associated with the employee's employment;

(c) to an employee on leave of absence without pay or suspension.

27.04 Any fees received by an employee for attendance as a juror or witness shall be remitted to the Employer or the employee shall only be paid the difference between his or her regular salary and the jury or witness fees received. This shall not apply to an employee on leave of absence without pay or under suspension or not otherwise receiving pay from the Employer for the time in question.

#### **ARTICLE 28 - EDUCATIONAL LEAVE:**

28.01 The existing Education Leave Provision as prescribed in Schedule C shall continue in force and shall apply to employees in the Bargaining Unit.

#### **ARTICLE 29 - LEAVE FOR ASSOCIATION BUSINESS:**

29.01 Meetings During the Grievance Process

(a) Time off for Liaison Officers

A liaison officer shall obtain the permission of the employee's immediate supervisor before leaving the employee's work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by management. Such permission

shall not be unreasonably withheld.

(b) Employee presenting a Grievance

Where operational requirements permit, the Employer will grant to an employee:

(i) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;

(ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay.

(iii) where an employee has presented a grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

(c) Employee who acts as a Representative

Where an employee is representing an employee who has presented a grievance, at a meeting with the Employer, the employee will be granted, where operational requirements permit, time off with pay.

(d) Grievance Investigations

Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of an employee organization wishes to discuss the grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in their region and leave without pay when it takes place outside their region.

29.02 Contract Negotiations and Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending such meetings. The Employer will maintain the salary and benefits of the employee during such leave of absence. The Association agrees to reimburse the Employer for the employee's compensation for such leave including salary, benefits and employer's share of such benefits.

29.03 Meetings Between Employee Organizations and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

29.04 Employee Organization Executive Council Meetings, Annual General Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend employee organization Executive Council meetings, Annual General Meetings and Conventions.

29.05 Liaison Officer's Training Courses

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees who exercise the authority of a Liaison Officer on behalf of the Association to undertake training related to the duties of a Liaison Officer. The employer will maintain the salary and benefits of the employee during such leave of absence. The Association agrees to reimburse the employer for the employee's compensation for such leave including salary, benefits and employer's share of such benefits. The Association will prepare a list of employees who are liaison officers, updated from time to time, and shall provide same to the Employer throughout the year. This list shall include the employee's name, classification, department and location.

29.06 An employee who is elected or selected for a full-time position with the Association shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one year. Such leave shall be continued on an annual basis provided the employee makes application for an extension thereof at least thirty (30) days prior to the expiration of the current year's leave. An employee granted such leave will not be entitled to the benefits of this Agreement during the period of leave.

**ARTICLE 30 - OTHER LEAVES OF ABSENCE:**

30.01 Examination Leave

If the Employer requires an employee to write an examination or attend a competition to assess the qualifications of the employee, and the employee is required to be away from the employee's job in order to write the examination or attend the competition, the employee shall not suffer any loss of pay or break in service for the time absent from the job.

30.02 Conference Assignment

Where the Employer assigns an employee to attend a conference



or seminar, payment of the employee's reasonable expenses may be approved by the Employer.

30.03 Leave for Other Reasons

At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee including illness in the immediate family, scheduling of medical or dental appointments prevents the employee reporting for duty, and such leave will not be unreasonably withheld.

30.04 Miscellaneous Leave

The Employer may at its discretion and upon such terms as it deems advisable, grant leaves of absence with or without pay to an employee.

**ARTICLE 31- HEALTH AND SAFETY:**

31.01 Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature.

31.02 Current practices in regard to clothing issued employees in the Clerical and Regulatory Group will continue with flexibility to change items of issue on the mutual agreement of employees and Employer.

31.03 The Employer shall provide summer issue clothing by May fifteenth (15th) and winter clothing by September fifteenth (15th) of each year. (Clerical and Regulatory Group only)

31.04 The Employer agrees to clean and repair clothing in accordance with current practices. (Clerical and Regulatory Group only)

31.05 No one who is a member of the Health and Safety Committee established pursuant to the *Occupational Health and Safety Act* shall suffer any loss of regular pay or benefit for time spent attending meetings of the Health and Safety Committee.

**ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS:**

32.01 Blue Cross

(a) The Employer shall pay seventy- five percent (75%) of the cost of premiums of Blue Cross TD129 Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary

basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(b) In the event that, during the life of this Agreement, additional benefits are added to Blue Cross TD129 Plan resulting in higher premiums being levied by Blue Cross, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present 75-25 cost sharing basis of the Plan.

#### 32.02 Dental Plan

The Employer shall pay fifty percent (50%) of the cost of a basic Blue Cross Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

#### 32.03 Injured on Duty

All of the persons in the Unit shall be covered by the provisions of the *Workers' Compensation Act*, of the Province of New Brunswick.

An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the Workplace Health, Safety and Compensation Commission during the employee's period of total temporary disability. For the purpose of this Article, where the Workplace Health, Safety and Compensation Commission benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Workplace Health, Safety and Compensation Commission benefits.

#### 32.04 Group Life Insurance

(a) The Employer shall cooperate with the Association to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Association for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at time of signing this collective agreement.

#### 32.05 Retirement Allowance

(a) When an employee having continuous service of five (5)

years or more, dies, retires due to disability or age, or is laid off, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of seniority but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

(b) An employee who "retires" is one who retires at age fifty - five (or later) or due to disability and is granted a disability pension under the *Public Service Superannuation Act*,

(c) Where an employee dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, the employee's beneficiary, or estate as the case may be.

(d) Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date the employee was laid off, to the employee, the employee's beneficiary, or estate as the case may be. This is provided the employee has not been re-hired in the Public Service during the twelve (12) month period.

(e) At the written request of an employee, payment of retirement allowance may be held over to the taxation year following the year in which the retirement allowance would normally be paid.

### **ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS:**

33.01 (a) A part-time employee shall accumulate the following on a pro-rated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees:

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance.

(b) All other leaves are applicable on a pro-rated basis.

33.02 Notwithstanding Article 22, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off the holiday is not rescheduled nor is the part-time employee otherwise compensated.

33.03 Notwithstanding Article 21.06, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees,

33.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.

33.05 Part-time employees may participate, on a voluntary basis, in the pension plan for Part-time employees with equal contributions from Employer and employee up to 4.5%.

#### **ARTICLE 34 - PORTABILITY:**

34.01 Upon appointment to Part I from Parts II, III or IV of the Public Service, providing no break in service of more than 45 days has occurred, an employee is entitled to:

(a) transfer unused sick leave credits to a maximum of 240 days credit;

(b) transfer unused vacation leave credits or to take cash in lieu, at the employee's option;

(c) include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;

(d) transfer accumulated pension credits to any other pension plan that is applicable upon becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

#### **ARTICLE 35 - TECHNOLOGICAL CHANGE**

35.01 Technological change means the introduction of equipment or material of a different technical nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

35.02 (a) The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public.

Where Technological change is to be implemented, the Employer will seek ways and means to minimize adverse effects on employees which might result from such changes.



(b) When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit(s), the Employer agrees to notify the Association at least four (4) months prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected. The written notice will provide the following information:

- (i) the nature and degree of changes;
- (ii) the anticipated date or dates on which the Employer plans to effect change.
- (iii) the location or locations involved, and when possible,
- (iv) the approximate number, classification and location of employees likely to be effected by the change; and
- (v) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

35.03 If, as a result of a change in technology, the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee.

35.04 If, after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. Should technological change result in lay off of an employee, the affected employee shall be laid off in accordance with the lay off provisions of this Agreement.

ARTICLE 36 - DURATION, TERMINATION AND RETROACTIVITY:

36.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning January 1, 1997, and ending December 31, 2000, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

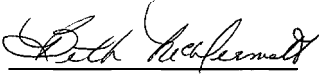
36.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as, Agreement has been reached in respect of a renewal, amendment or substitution thereof, pursuant to the provisions of the *Public Service Labour Relations Act*.

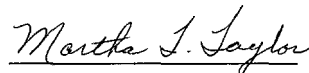
36.03 The Parties agree that retroactivity shall be paid on wages only at straight time rate for all paid hours. All other changes from the previous agreement shall take effect from date of signing of this Agreement unless otherwise stated in the Agreement.


IN WITNESS WHEREOF, the parties have signed this 6th day of November, 1997.

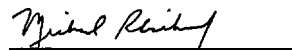
For the Association:

  
Ian B. MacMichael

  
Beth McDermott

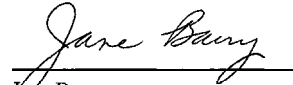
  
Martha Taylor

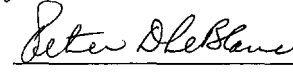
  
Christine Violette


  
Michael Robichaud

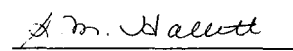
For the Employer:

  
Edmond Blanchard

  
Jane Barry

  
Peter LeBlanc

  
René Fournier

  
S. M. Hallett

**SCHEDULE A**

**Clerical and Regulatory Unit**

**CLERICAL SCHEDULE**

**Bi-weekly Rates**

**Effective January 1, 1997**

	A	B	C	D	E
Administrative Services Officer I		762	799	833	874
Administrative Services Officer II	808	849	886	930	976
Administrative Services Officer III	968	1013	1061	1110	1165
Administrative Services Officer IV	1080	1135	1189	1244	1307
Administrative Services Officer V	1196	1254	1313	1376	1445
Administrative Services Officer VI	1233	1294	1361	1426	1494
Income Assistance Officer I	972	1018	1069	1121	1175
Income Assistance Officer II	1068	1118	1173	1229	1288
Income Assistance Officer III	1104	1155	1213	1270	1333

**Clerical and Regulatory Unit**

**CLERICAL SCHEDULE**

**Bi-weekly Rates**

**Effective July 1, 1997**

	A	B	C	D	E
Administrative Services Officer I		764	801	835	876
Administrative Services Officer II	810	851	888	932	978
Administrative Services Officer III	970	1016	1064	1113	1168
Administrative Services Officer IV	1083	1138	1192	1247	1310
Administrative Services Officer V	1199	1257	1316	1379	1449
Administrative Services Officer VI	1236	1297	1364	1430	1498
Income Assistance Officer I	974	1021	1072	1124	1178
Income Assistance Officer II	1071	1121	1176	1232	1291
Income Assistance Officer III	1107	1158	1216	1273	1336

**SCHEDULE A**  
**CLERICAL AND REGULATORY UNIT**  
**REGULATORY SCHEDULE**

**Bi-weekly Rates**

**Effective January 1, 1997**

	A	B	C	D	E	F*
<b>GROUP I</b>						
Revenue Officer I	882	926	969	1016	1065	
<b>GROUP II</b>						
Revenue Officer II	964	1012	1056	1110	1164	
Driver Examiner I	932	979	1023	1075	1126	
<b>GROUP III</b>						
Driver Examiner II	987	1034	1085	1136	1191	
<b>GROUP IV</b>						
Commercial Vehicle Enforcement Officer I	1045	1100	1151	1207	1266	
<b>GROUP V</b>						
Revenue Officer III	1128	1186	1241	1299	1365	
Driver Examiner III	1066	1120	1172	1227	1287	
Deputy Sheriff/Coroner I	1066	1120	1172	1227	1287	
<b>GROUP VI</b>						
Revenue Officer IV	1138	1194	1250	1312	1375	1442*
Driver Examiner IV						
Deputy Sheriff/Coroner II*						
<b>GROUP VII</b>						
Commercial Vehicle Enforcement Officer II	1152	1211	1266	1328	1391	
<b>GROUP VIII</b>						
Commercial Vehicle Enforcement Officer III	1208	1265	1327	1390	1458	

\* Only those employees in the Deputy Sheriff/Coroner II classification who are performing all the duties of the Deputy Sheriff Coroner II work, plus regularly assigned coroner work, are eligible to proceed to the "F" step.



**SCHEDULE A**

**CLERICAL AND REGULATORY UNIT**

**REGULATORY SCHEDULE  
Bi-weekly Rates**

**Effective July 1, 1997**

	A	B	C	D	E	F*
<b>GROUP I</b>						
Revenue Officer I	884	928	971	1019	1068	
<b>GROUP II</b>						
Revenue Officer II	966	1015	1059	1113	1167	
Driver Examiner I	934	981	1026	1078	1129	
<b>GROUP III</b>						
Driver Examiner II	989	1037	1088	1139	1194	
<b>GROUP IV</b>						
Commercial Vehicle Enforcement Officer I	1048	1103	1154	1210	1269	
<b>GROUP V</b>						
Revenue Officer III	1131	1189	1244	1302	1368	
Driver Examiner III	1069	1123	1175	1230	1290	
Deputy Sheriff/Coroner I	1069	1123	1175	1230	1290	
<b>GROUP VI</b>						
Revenue Officer IV	1141	1197	1253	1315	1378	1446*
Driver Examiner IV						
Deputy Sheriff/Coroner II*						
<b>GROUP VII</b>						
Commercial Vehicle Enforcement Officer II	1155	1214	1269	1331	1394	
<b>GROUP VIII</b>						
Commercial Vehicle Enforcement Officer III	1211	1268	1330	1393	1462	

\* Only those employees in the Deputy Sheriff/Coroner II classification who are performing all the duties of the Deputy Sheriff Coroner II work, plus regularly assigned coroner work, are eligible to proceed to the "F" step.

**SCHEDULE A**

**Secretarial, Stenographic and Typing Unit**

**Bi-weekly Rates**

**Effective January 1, 1997**

	A	B	C	D	E
Secretary I	743	782	822	860	903
Secretary II	840	883	927	974	1020
Secretary III	921	969	1015	1067	1119
Administrative Secretary	1015	1066	1120	1176	1232
Typesetter	921	969	1015	1067	1119
Holding Classifications*					
Clerk Stenographer II (H.C.)	844	882	926	971	1022
Clerk Stenographer III (H.C.)	844	885	930	975	1024
Secretary II (H.C.)	918	967	1014	1066	1119

**\*Holding Classifications**

With the exception of present incumbents of positions that have Holding Classifications, no employee by reclassification, by appeal of a classification decision, or by appointment, shall have their position classified in a Holding Classification. Once all positions covered by a particular Holding Classification have been either reclassified or vacated by the incumbent, the Holding Classification shall be deleted from the pay plan.

**SCHEDULE A**

**Secretarial, Stenographic and Typing Unit**

**Bi-weekly Rates**

**Effective July 1, 1997**

	A	B	C	D	E
Secretary I	745	784	824	862	905
Secretary II	842	885	929	976	1023
Secretary III	923	971	1018	1070	1122
Administrative Secretary	1018	1069	1123	1179	1235
Typesetter	923	971	1018	1070	1122
<b>Holding Classifications*</b>					
Clerk Stenographer II (H.C.)	846	884	928	973	1025
Clerk Stenographer III (H.C.)	846	887	932	977	1027
Secretary II (H.C.)	920	969	1017	1069	1122

**\*Holding Classifications**

With the exception of present incumbents of positions that have Holding Classifications, no employee by reclassification, by appeal of a classification decision, or by appointment, shall have their position classified in a Holding Classification. Once all positions covered by a particular Holding Classification have been either reclassified or vacated by the incumbent, the Holding Classification shall be deleted from the pay plan.

**SCHEDULE A**

**OFFICE, DATA PROCESSING AND DUPLICATING  
EQUIPMENT OPERATION**

**WAGE SCHEDULE**

**Bi-Weekly Rates**

**Effective January 1, 1997**

Data Entry Operator I	696.47
Data Entry Operator II	838.17
Data Entry Operator III	998.29
Data Entry Operator IV	1164.29
Data Entry Console Operator	1576.91
Data Processing Equipment Operator I	778.08
Data Processing Equipment Operator II	1007.06
Data Processing Equipment Operator III	1280.06
Data Processing Equipment Operator IV	1412.13
Duplicating Equipment Operator I	909.96
Duplicating Equipment Operator II	1009.31
Duplicating Equipment Operator III	1017.74
Duplicating Equipment Operator IV	1085.67
Duplicating Equipment Supervisor	1215.24
Microfilm Operator I	836.47
Microfilm Operator II	931.28
Production Control Analyst I	1117.55
Production Control Analyst II	1280.06
Production Control Analyst III	1412.13
Production Control Analyst IV	1553.34
Switchboard Operator	882.48

**SCHEDULE A**

**OFFICE, DATA PROCESSING AND DUPLICATING  
EQUIPMENT OPERATION**

**WAGE SCHEDULE**

**Bi-Weekly Rates**

**Effective July 1, 1997**

Data Entry Operator I	698.21
Data Entry Operator II	840.27
Data Entry Operator III	1000.79
Data Entry Operator IV	1167.20
Data Entry Console Operator	1580.85
Data Processing Equipment Operator I	780.03
Data Processing Equipment Operator II	1009.58
Data Processing Equipment Operator III	1283.26
Data Processing Equipment Operator IV	1415.66
Duplicating Equipment Operator I	912.23
Duplicating Equipment Operator II	1011.83
Duplicating Equipment Operator III	1020.28
Duplicating Equipment Operator IV	1088.38
Duplicating Equipment Supervisor	1218.28
Microfilm Operator I	838.56
Microfilm Operator II	933.61
Production Control Analyst I	1120.34
Production Control Analyst II	1283.26
Production Control Analyst III	1415.66
Production Control Analyst IV	1557.22
Switchboard Operator	884.69

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE NOVEMBER 6, 1997**

	Control Point																									re-earnable increment
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
LEVEL 1	727	736	745	754	764	774	783	792	801	810	818	827	835	845	855	866	876	886	897	908	919					
LEVEL 2	843	853	864	874	884	895	906	917	928	939	950	962	974	986	998	1011	1023	1035	1047	1059	1073					
LEVEL 3	970	982	995	1005	1016	1028	1040	1052	1064	1077	1089	1101	1113	1127	1140	1154	1168	1182	1196	1210	1224					
LEVEL 4	1083	1097	1111	1125	1138	1152	1166	1179	1192	1206	1220	1234	1247	1263	1279	1295	1310	1326	1342	1358	1375					
LEVEL 5	1236	1251	1267	1282	1297	1314	1331	1348	1364	1381	1397	1414	1430	1447	1464	1482	1498	1516	1534	1552	1571	1590	1609	1628	1647	

Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5
Administrative Services Officer 1	Administrative Services Officer 2	Administrative Services Officer 3	Administrative Secretary	Administrative Services Officer 5
Clerk Stenographer 3 (HC)	Clerk Stenographer 2 (HC)	Data Entry Console Operator	Administrative Services Officer 4	Administrative Services Officer 6
Data Entry Operator 1	Clerk Stenographer 3 (HC)	Dam Entry Operator 3	Clerk Stenographer 3 (HC)	Commercial Vehicle Enforcement Officer 1
Data Processing Equipment Operator 1	Data Entry Operator 2	Data Processing Equipment Operator 3	Data Entry Operator 4	*Commercial Vehicle Enforcement Officer 2
Duplicating Equipment Operator 1	Data Processing Equipment Operator 2	Duplicating Equipment Supervisor	Deputy Sheriff/Coroner 1	Data Processing Equipment Operator 4
Microfilm Operator 1	Duplicating Equipment Operator 2	Duplicating Equipment Operator 3	Driver Examiner 1	**Deputy Sheriff/Coroner 2
Switchboard Operator	Secretary 1	Duplicating Equipment Operator 4	Driver Examiner 2	Driver Examiner 3
	Secretary 2	Income Assistance Officer 1	Income Assistance Officer 2	Driver Examiner 4
	Secretary 2 (HC)	Microfilm Operator 2	Revenue Officer 3	Production Control Analyst 3
		Revenue Officer 1	Secretary 2 (HC)	Revenue Officer 4
		Revenue Officer 2		
		Secretary 3		
		Secretary 2 (HC)		
		Typesetter		

\*Only those employees classified as Commercial Vehicle Enforcement Officer 2 are eligible to proceed to step 21 of pay level 5.

\*\*Only those employees classified in the Deputy/Sheriff Coroner 2 classification who are performing all the duties of the Deputy/Sheriff Coroner 2 work, plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JANUARY 1, 1998**

	Control Point																																						
	re-earnable increment																																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25														
	<b>Max.</b>																																						
LEVEL 1	734	743	752	762	772	782	791	800	809	818	826	835	843	853	864	875	<b>885</b>	895	906	917	928																		
LEVEL 2	851	862	873	883	893	904	915	926	937	948	960	972	984	996	1008	1021	<b>1033</b>	1045	1057	1070	1084																		
LEVEL 3	980	992	1003	1015	1026	1038	1050	1063	1075	1088	1100	1112	1124	1138	1151	1166	<b>1180</b>	1194	1208	1222	1236																		
LEVEL 4	1094	1108	1122	1136	1149	1164	1178	1191	1204	1218	1232	1246	1259	1276	1292	1308	<b>1323</b>	1339	1355	1372	1389																		
LEVEL 5	1248	1264	1280	1295	1310	1327	1344	1361	1378	1395	1411	1428	1444	1461	1479	1497	<b>1513</b>	1531	1549	15683	<b>1587</b>	1606	1625	1644	166														

50

Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.



**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JULY 1, 1998**

	Control Point																								
	re-earnable increment																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
LEVEL 1	738	747	756	766	776	786	795	804	813	822	830	839	847	857	868	879	<b>889</b>	899	911	922	933				
LEVEL 2	855	866	877	887	897	909	920	931	942	953	965	977	989	1001	1013	1026	<b>1038</b>	1050	1062	1075	1089				
LEVEL 3	985	997	1008	1020	1031	1043	1055	1068	1080	1093	1106	1118	1130	1144	1157	1172	<b>1186</b>	1200	1214	1228	1242				
LEVEL 4	1099	1114	1128	1142	1155	1170	1184	1197	1210	1224	1238	1252	1265	1282	1298	1315	<b>1330</b>	1346	1362	1379	1396				
LEVEL 5	1254	1270	1286	1301	1317	1334	1351	1368	1385	1402	1418	1435	1451	1468	1486	1504	<b>1521</b>	1539	1557	1576	<b>1595</b>	<b>1614</b>	1633	1652	1671

15

Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JANUARY 1, 1999**

	Control Point																								
	Max.																	re-earnable increment							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
LEVEL 1	745	754	764	774	784	794	803	812	821	830	838	847	855	866	877	888	<b>898</b>	908	920	931	942				
LEVEL 2	864	875	886	896	906	918	929	940	951	963	975	987	999	1011	1023	1036	<b>1048</b>	1061	1073	1086	1100				
LEVEL 3	995	1007	1018	1030	1041	1053	1066	1079	1091	1104	1117	1129	1141	1155	1169	1184	<b>1198</b>	1212	1226	1240	1254				
LEVEL 4	1110	1125	1139	1153	1167	1182	1196	1209	1222	1236	1250	1265	1278	1295	1311	1328	<b>1343</b>	1359	1376	1393	1410				
LEVEL 5	1267	1283	1299	1314	1330	1347	1365	1382	1399	1416	1432	1449	1466	1483	1501	1519	<b>1536</b>	1554	1573	1592	<b>1611</b>	1630	1649	1669	1688
	Note: The following classes are listed for implementation purposes only.																								
	LEVEL 1					LEVEL 2					LEVEL 3					LEVEL 4					LEVEL 5				
	Administrative Services 1					Administrative Services 2					Administrative Services 3					Administrative Services 4					Administrative Services 5				

52

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JULY 1, 1999**

	Control Point																								
	re-earnable increment																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
LEVEL 1	749	758	768	778	788	798	807	816	825	834	842	851	859	870	881	892	<b>902</b>	913	925	936	947				
LEVEL 2	868	879	890	900	911	923	934	945	956	968	980	992	1004	1016	1028	1041	<b>1053</b>	1066	1078	1091	1106				
LEVEL 3	1000	1012	1023	1035	1046	1058	1071	1084	1096	1110	1123	1135	1147	1161	1175	1190	<b>1204</b>	1218	1232	1246	1260				
LEVEL 4	1116	1131	1145	1159	1173	1188	1202	1215	1228	1242	1256	1271	1284	1301	1318	1335	<b>1350</b>	1366	1383	1400	1417				
LEVEL 5	1273	1289	1306	1321	1337	1354	1372	1389	1406	1423	1439	1456	1473	1490	1509	1527	<b>1544</b>	1562	1581	1600	<b>1619</b>	1638	1657	1677	1696

53

Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JANUARY 1, 2000**

	<i>Control Point</i>																									
	<i>re-earnable increment</i>																									
	<b>Max.</b>																									
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
LEVEL 1	756	766	776	786	796	806	815	824	833	842	850	860	868	879	890	901	911	922	934	945	956					
LEVEL 2	877	888	899	909	920	932	943	954	966	978	990	1002	1014	1026	1038	1051	1064	1077	1089	1102	1117					
LEVEL 3	1010	1022	1033	1045	1056	1069	1082	1095	1107	1121	1134	1146	1158	1173	1187	1202	1216	1230	1244	1258	1273					
LEVEL 4	1127	1142	1156	1171	1185	1200	1214	1227	1240	1254	1269	1284	1297	1314	1331	1348	1364	1380	1397	1414	1431					
LEVEL 5	1286	1302	1319	1334	1350	1368	1386	1403	1420	1437	1453	1471	1488	1505	1524	1542	1559	1578	1597	1616	1635	1654	1674	1694	1713	

54 Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.

**SCHEDULE A  
ADMINISTRATIVE SERVICES  
EFFECTIVE JULY 1, 2000**

	Control Point																								
	re-earnable increment																								
	Max.																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
LEVEL 1	760	770	780	790	800	810	819	828	837	846	854	864	872	883	894	906	<b>916</b>	927	939	950	961				
LEVEL 2	881	892	904	914	925	937	948	959	971	983	995	1007	1019	1031	1043	1056	<b>1069</b>	1082	1094	1108	1123				
LEVEL 3	1015	1027	1038	1050	1061	1074	1087	1100	1113	1127	1140	1152	1164	1179	1193	1208	<b>1222</b>	1236	1250	1264	1279				
LEVEL 4	1133	1148	1162	1177	1191	1206	1220	1233	1246	1260	1275	1290	1303	1321	1338	1355	<b>1371</b>	1387	1404	1421	1438				
LEVEL 5	1292	1309	1326	1341	1357	1375	1393	1410	1427	1444	1460	1478	1495	1513	1532	1550	<b>1567</b>	1586	1605	1624	<b>1643</b>	1662	1682	1702	1722

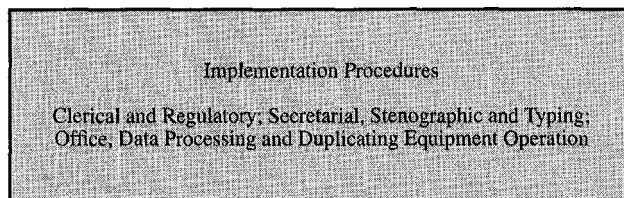
5 Note: The following classes are listed for implementation purposes only.

LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
Administrative Services 1	Administrative Services 2	Administrative Services 3	Administrative Services 4	Administrative Services 5

\*Only those employees in the previously classified Commercial Vehicle Enforcement Officer 2 level are eligible to proceed to step 21 of pay level 5.

\*\* Only those employees in the previously classified Deputy/Sheriff Coroner 2 level who are performing all the duties of the Deputy/Sheriff Coroner 2 plus regularly assigned coroner work, are eligible to proceed to step 21 of pay level 5.

SCHEDULE B



Pay Treatment on Implementation

1. The implementation of the revised salary structure will be the date of the signing of the Collective Agreement.
2. On implementation, an employee shall be placed at that step in the new group pay range which is the same step as the employee's present rate of pay or closest to the employee's present rate, without being a decrease in pay.
3. Where an employee's present rate of pay exceeds the Control Point Maximum, but does not exceed the Discretionary Maximum of the new pay scale, the employee shall be placed at that step in the new pay scale which is the same as, or closest to (without decrease) the employee's present rate of pay.
4. No employee shall be placed at a pay step in the pay scale above the Control Point Maximum, other than employees so placed upon implementation of the revised salary structure.

## SCHEDULE C

### EDUCATIONAL LEAVE PROVISIONS

.01 An employee must have completed the probationary period before being considered for educational leave.

.02 (1) An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, salary of employee replacement, tuition, travel expenses, meals and lodging, books, registration or examination fees, and any other related legitimate expenses.

(2) An employee who is granted Long-Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

(3) The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the education leave granted if greater.

(4) Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.

(5) An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfil any financial and return service commitments on a pro-rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

.03 (1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the points guide in Schedule D may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to

calculate the proportion of salary to be reimbursed while on long term or special educational leave.

(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

.05 (1) Short Term Educational Leave may be granted for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period of 30 working days or less.

(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

.06 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

(2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

(a) Leave of absence with pay for the purpose of writing examinations,

(b) Payment of the expenses of writing the examinations;

(c) Payment of travelling expenses in accordance with the Travel Regulations.

.07 (1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

(2) Subject to .04 an employee may be granted financial assistance to help cover the cost of the following expenses:

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Books.

(d) Other agreed expenses directly related to the proposed course or training.



.08 (1) An employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole Nationale D'administration Publique, National Defence College or a similar institution.

(2) Subject to .04 an employee may be granted financial assistance to help cover the following expenses:

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the course or training.

## SCHEDULE D

### POINTS GUIDE

The following table is intended for use as a guideline in determining the amount of financial assistance received by the employee. The application may be awarded 1, 2 or 3 points under each of the three columns. The points awarded under each column are added to the total number of points for the application. The maximum financial assistance received by the employee is determined by applying the appropriate percentage for the table to the total cost of the proposed training. For example if an application was awarded 2 under each of columns 1, 2 and 3 respectively, this would be a total of 6 points. Applying the percentage guide the employee would be eligible to receive a maximum of 60% of salary and all other expenses to which the department and/or Board of Management may wish to apply the formula. A copy of the completed points guide must be attached to each application for Educational Leave.

Where the application under consideration is for developmental purposes as a result of a career plan for the employee, the criteria in the Points Guide may be interpreted to refer to the proposed job or duties rather than the employee's present job.

<u>Relationship Between Job Duties and Proposed Training</u>	<u>Main Beneficiary of Proposed Training</u>	<u>Need for Proposed Training</u>
1. Useful but not related	Mostly employee	Employee needs to directly attain minimum education standards of present job
2. Generally related to duties of employee	Equally between employee and organization	Employee needs to keep up with new knowledge and techniques

3. Very specifically related to major portion of employee's duties	Mostly organization	New or potential duties or responsibilities require this training for efficient operation of program
Points	% of Salary	
0 - 3	0%	
4	40%	
5	50%	
6	60%	
7	80%	
8	90%	
9	100%	

**LETTER OF UNDERSTANDING**

**Re: Joint Initiative on Employee Training**

The parties recognize that employees continue to be impacted by technological and organizational changes and that they must be encouraged to prepare for ever-changing career horizons.

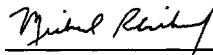
Therefore, the parties hereto agree to undertake a joint initiative during the administrative period of this collective agreement to explore the possibility of developing a more strategic approach to the training and development of employees with a view to enhancing their ability to successfully compete in the future market place.

The joint initiative will be conducted under the guidance of the Joint Committee on Employee Relations and will examine, among other things:

- . the future market place
- . skill sets required for those future jobs
- . options for acquiring those skills
- potential joint funding models

The parties agree that this initiative will be undertaken commencing not later than 60 days following the signing of the new collective agreement.

For the Association:



Michael Robichaud

For the Employer:



René Fournier

Date: November 6, 1997

MEMORANDUM OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK  
PUBLIC EMPLOYEES ASSOCIATION  
REPRESENTING THE ADMINISTRATIVE SERVICES GROUP

RE:

SERVICE NEW BRUNSWICK OPERATIONS

The Parties to this Agreement agree that each will appoint three (3) representatives from each of the parties who will form a committee within ninety (90) days after the signing of this Agreement. The committee shall consist of one (1) representative from the Human Resources Branch of NBGIC-SNB, as well as one (1) representative from the Bargaining Agent. In addition, there will be one (1) representative from the Human Resource Management Division of the Department of Finance to coordinate the committee and ensure the completion of the study.

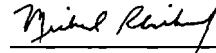
The purpose of the committee will be to jointly conduct an operational study with regard to staffing issues, including the scheduling of employees at the Services New Brunswick Centres province wide.

The committee shall report to the parties as soon as feasible, but in any event, no later than one (1) year from the date of the first meeting.

Each party will be responsible for its own expenses incurred as a result of this study.

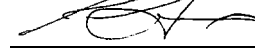
DATED at Fredericton, New Brunswick, this 6th day of November, 1997.

ON behalf of the Association:



Michael Robichaud

ON behalf of the Employer:



René Fournier





