

AGREEMENT
BETWEEN
BOARD OF MANAGEMENT
AND
NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: ADMINISTRATIVE ASSISTANTS,
CLERICAL AND REGULATORY,
OFFICE, DATA PROCESSING AND DUPLICATING EQUIPMENT OPERATION

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THIS AGREEMENT made this 21st day of October 2011.

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

AND: NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, hereinafter called the "Union", 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 Union, 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 "Union" shall mean New Brunswick Union of Public and Private Employees, 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 (Administrative Assistants), 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.

1.17 "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

1.18 "Immediate Family" is defined as the employee's spouse, father, mother, stepfather, stepmother, son, daughter, brother, sister, or other relatives living in the household of the employee. For clarification purposes spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee's common-law partner.

1.19 "Liaison Officer" means an employee under this Collective Agreement appointed or elected by the Union to represent employees in servicing complaints or grievances to the Employer.

ARTICLE 2 - APPLICATION OF THE AGREEMENT:

2.01 This Agreement applies to and is binding on the Union, 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 Provincial 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 Union 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 Union as being retained by the Employer.

ARTICLE 7 - UNION SECURITY:

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

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

(b) The monthly payment of deductions made shall be accompanied by a full list of employees' names and addresses, as follows:

- (1) Full-time employees
- (2) Part-time employees
- (3) Temporary employees

(4) Seasonal employees

(5) Casual employees

This list will also include the number of hours paid to each employee during the month deductions were made. This list will be supplied monthly.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union 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 Union, 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 Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Union will continue to be voluntary.

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

7.08 The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the designated official of the Union 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 Union may be given by mail as follows:

TO THE EMPLOYER: Assistant Deputy Minister
 Office of Human Resources
 Labour Relations Services
 P.O. Box 6000
 Fredericton, N.B.
 E3B 5H1

TO THE UNION: The President
 New Brunswick Union of Public and Private Employees
 217 Brunswick Street
 Fredericton, N.B.
 E3B 1G8

8.02 Union Notices - The Employer shall continue to make space available on the existing bulletin boards on which the Union may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the Employer's representative in charge of the building in which the board is located.

8.03 Copies of Agreement

(a) The Employer shall be responsible for the translation of the collective agreement. The printing of the bilingual agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for fifty percent (50%) of the cost of printing. The translation and printing of the collective agreement shall be approved by both parties.

(b) This agreement shall be printed in both English and French and shall be official in both languages. However, if a discrepancy of the interpretation or wording arises between the English and French versions, the language in which the collective agreement was negotiated shall prevail.

8.04 The Employer shall ensure that the Union 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 Provincial 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 – PROVINCIAL 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 Provincial Employer-Employee Relations Committee. The Committee shall be comprised of members of the negotiating team for each party. Every reasonable effort will be made to ensure continuity of team members during the life of the current Collective Agreement.

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 Union 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 Union 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.

STEP	EMPLOYEE'S TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND
FIRST	Within 20 working days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	Within 10 working days from receipt of written grievance
SECOND (where such a level is established)	Within 10 working days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	Within 10 working days from receipt of written grievance
THIRD	Within 10 working days from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05.	Person designated by the Employer	Within 15 working days from receipt of written grievance

Note: If a discrepancy in the interpretation of wording arises between this grievance chart and the corresponding grievance language, the language shall prevail.

12.03 In any case where the employee presents a complaint pursuant to 12.01 or a grievance pursuant to 12.02, in person or in any case in which a hearing is held on a grievance process, the employee may be accompanied by a representative or agent of the Union.

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 Union 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 Union 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(1) of the *Public Service Labour Relations Act* by forwarding written notice by registered mail or personal service to the President, N.B.U.P.P.E.

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 or 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 Union, 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 with the intention of discussing disciplinary action, as per Article 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 a Union representative attend the meeting.

ARTICLE 15 - 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 maintain but not accumulate seniority during such period.

15.05 The Employer shall prepare a list of employees and shall make this list available to the Union during January of each year. The list shall include the classification, commencement date and amount of seniority accumulated for each employee. A copy shall be posted in the workplace.

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 electronically or in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted for ten (10) 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 ¼) 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 ¼ hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Provincial 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, Commercial Vehicle Enforcement Officers, and Off Road 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 There shall be no split shifts scheduled.

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

18.07 The parties through the Provincial 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 Provincial 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.

18.08 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.

18.09 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.)

18.10 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.)

18.11 (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, Data Processing Duplicating Equipment Operation only.)

18.12 (a) 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. If, after twenty-one (21) calendar days from the notification of a proposed change, no agreement is reached, the matter may be referred to the Provincial Employer-Employee Relations Committee.

(b) The Provincial Employer-Employee Relations Committee shall hear the dispute under Article 18.12(a) and render its decision within ten (10) working days of the dispute being brought to the Committee.

(c) Notwithstanding any clauses in this agreement, when agreement cannot be reached under Article 18.12 (b), the Employer shall have the right to implement a work schedule five (5) working days after the Provincial Employer-Employee Relations Committee has not been able to reach a decision.

(d) Subsequent changes to hours of work, other than those specified in 18.02(a), 18.03(a), and 18.04, due to operational requirements, following a decision of the Provincial Committee, may be subject to the process outlined in (a), (b), and (c) above.

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 18.04 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 ½) 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 ½) 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 (½) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one-half (1 ½) 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 Where the Employer decides to assign overtime work to members of these Bargaining Units, such overtime shall be offered, subject to considerations of operational efficiency, as equitably as possible 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 \$3.20 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 Weekend Premium

Where an employee is scheduled to work weekend shifts, a weekend premium of seventy-five cents (\$0.75) per hour shall be paid of all hours worked on any shift where the majority of hours on that shift fall between 23:00 hours Friday to 24:00 hours Sunday. The weekend premium shall not be paid to employees who receive overtime pay for that shift.

20.03 Standby and Callback (Deputy Sheriff, Transportation Officer, Commercial Vehicle Enforcement Officer, employees assigned coroner-related work, Office, Data Processing and Duplicating Equipment Operation and Desktop Publishers who are employees of the Queen's Printer and employees assigned to the Serum Depot 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 shall be compensated at the rate of \$2.00 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, Transportation Officer, employees assigned coroner-related work, Commercial Vehicle Enforcement Officer only.)

20.04 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 Union. The Employer may set an interim wage rate for such classification.

21.03 The Union 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 change 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. Merit increase pay increments for part-time employees shall be determined in accordance with Article 33.03.

(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 (½) 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 is assigned, in addition to regular duties, responsibility for assisting the Sheriff 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 only.)

21.08 Re-earnable Increments

(a) 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.

(b) 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.

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

(d) 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.

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

ARTICLE 22 - 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 scheduled workday before and the scheduled 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 (a) Employees who are scheduled to work December 24, and/or December 27 will be granted those days off with no loss of pay. No vacation or lieu days are required to be used for these two days. No lieu days will be granted to those employees who are scheduled to work on December 25 and/or December 26. They will have those days off with no loss of pay. (Commercial Vehicle Enforcement Officers only.)

(b) For those employees who are scheduled "off" on December 25 and/or December 26, they will be entitled to lieu days. These are the only days for which lieu days will be granted during the Christmas period. The employees who are scheduled "off" on December 24 and /or December 27 will be considered to have these days off as normal days of rest. (Commercial Vehicle Enforcement Officers only.)

22.04 Where a holiday other than Christmas or Boxing Day 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 ½) times time off in addition to that day's pay pursuant to 22.01.

22.06 Employees working the compressed work week shall have their holidays as listed in clause 22.01(a) pro-rated on the basis of: for every three holidays to which an employee is eligible he shall be given two days off with pay.

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 ¼) days for each calendar month of service.

(b) employees who have completed ninety-six (96) months 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 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;

(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 (½) 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, however, 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 (a) Where operational requirements permit, in the office or work unit of the Office, Data Processing and Duplicating Equipment Operation bargaining unit, preference in vacation scheduling shall be given to those employees with greater seniority.

(b) Where operational requirements permit, in the office or work units of the Clerical and Regulatory and Administrative Assistants bargaining units, preferences in vacation scheduling shall be given to those employees with greater seniority except in circumstances described in paragraph (c).

(c) Where operational requirements permit, in the office or work units of the Clerical and Regulatory and Administrative Assistants bargaining units, preferences in vacation scheduling during the summer months when primary and secondary schools are not in session, shall be given to allow those employees with school age children, sixteen years and under, at least two (2) consecutive weeks during this period. Preferences under this clause shall be given to employees with greater seniority. An employee granted vacation preferences pursuant to 23.10(c) shall not be eligible for any further preference during the same year.

(d) Employees wishing to exercise vacation preference under this article, shall indicate such preference in writing on or before April 15. The Employer shall provide a written decision on this request by May 30.

23.11 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 ¼) 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 (1¼) 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 (½) 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 shall be deducted in one-quarter (¼) day increments. Absence on sick leave for less than one-quarter (¼) day may be deducted as one-quarter (¼) day; absence for more than one-quarter (¼) day but less than one-half (½) day may be deducted as one-half (½) day; absence of more than one-half (½) day but less than three-quarter (¾) day; may be deducted as three-quarter (¾) day; absence of more than three-quarter (¾) day but less than one (1) full day may be deducted as one (1) 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 (15) 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 Child Care Leave:

(a) An employee who is the natural or adoptive parent shall be granted upon request in writing, child care leave without pay for a period up to thirty-seven (37) weeks.

(b) The thirty-seven (37) week child care leave referred to in 25.17(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two weeks after this date.

(c) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and the Employer agree otherwise, and shall give the Employer a minimum of six (6) weeks' notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

(d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks' written notice to the Employer of a commencement date and duration of the leave.

(e) For the adoptive parents, such leave shall be requested as soon as possible to the commencement of the leave.

(f) If both parents are employees, the thirty-seven (37) week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed thirty-seven (37) weeks.

(g) An employee returning to work from child care leave shall be reinstated to his/her previously held position at a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to the departure on child care leave. If the employee's previously held position has been affected by lay-off, the provisions of Article 17 shall apply.

(h) During the period of child care leave up to thirty-seven (37) weeks only specified in clause 25.17(a) thereto:

- (i) an employee continues to earn seniority and continuous service credits based on what his/her regular hours of work would have been;
- (ii) when an employee participates in group insurance plans of the Employer, such employee may, if permissible under the relevant plan, continue contributions including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.
- (iii) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half (½) of the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 25.17(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans continue contributions including those of the Employer during such extended leave period. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

25.18 Subject to clause 25.17(a) above, an employee on child care leave who does not return to work at the expiry of such leave shall be considered to have resigned his/her position.

25.19 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.

For clarification purposes of the article, spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee's common-law partner.

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. Effective January 1, 2012, an employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece or nephew, without loss of pay for a maximum of two (2) calendar days, one of which shall be the date of the funeral.

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

26.05 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.

26.06 Pallbearer Leave

One-half (½) 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 B shall continue in force and shall apply to employees in the Bargaining Unit.

ARTICLE 29 - LEAVE FOR UNION BUSINESS:

29.01 Meetings During the Grievance Process

(a) Liaison Officers

- (i) The Employer recognizes the functions of the Liaison Officer will include servicing complaints or grievances on behalf of the members of the bargaining unit.
- (ii) The Employer recognizes the functions of the Liaison Officer may include receiving, from the Employer, information regarding Employer policies, which affect employees.

(b) The Union will inform the Employer in writing of the name of the Liaison Officer(s) in each workplace and provide an update from time to time.

29.02 Liaison Officers shall be entitled to leave their jobs to perform their functions referred in 29.01(a) with their supervisors' permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay will give their supervisor a reasonable explanation of their absence. Employees shall not suffer a loss of regular pay while attending to these duties.

29.03 (a) The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a collective agreement is in effect and to introduce a new employee to his Liaison Officer.

(b) If the Liaison Officer ordinarily works in the same workplace as a new employee, the Employer shall grant the Liaison Officer reasonable time, to a maximum of thirty (30) minutes, to introduce the new employee to the union. In the case of multiple new employees in the Liaison Officer's workplace, the Liaison Officer will make all reasonable attempts to meet with the new employees as a group, in which case the total time of the meeting will not exceed thirty (30) minutes. The introduction of new employees will occur when operational requirements permit.

29.04 An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance.

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 Union 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 Union agrees to reimburse the employer for the employee's compensation for such leave including salary, benefits and employer's share of such benefits. The Union 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 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 the hearing.

29.07 (a) 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.

(b) Grievance Investigations

Where an employee has asked for or is obliged to be represented by the Union in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the Union 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.

29.08 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 Union agrees to reimburse the Employer for the employee's compensation for such leave including salary, benefits and employer's share of such benefits.

29.09 Meetings Between Union 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.

29.10 Union 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 Union Executive Council meetings, Annual General Meetings and Conventions.

29.11 The Union President

A leave of absence without pay for up to two (2) years shall be granted to a member of New Brunswick Union of Public and Private Employees elected or appointed to a full time position with the Union or any body which the Union is affiliated. Such leave may be extended for a further two (2) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject to the following conditions:

- (i) at least sixty (60) days' notice of intention to return to work shall be given to the Employer;
- (ii) the employee shall be returned to their previously held position. If the position is not available in their former workplace, they shall be placed in a comparable position in the same department. The first available vacancy in their former workplace in their same classification and same employment status will be awarded to the employee without the necessity of posting;
- (iii) any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;
- (iv) during the period of the leave the employee may, if permissible under the relevant plan, continue their contributions and, as well, pay those of the Employer;

- (v) the employee's seniority shall continue to accrue.

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:

- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
- (b) when circumstances not directly attributable to the employee prevent his reporting for duty, and
- (c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

Such leave shall not be unreasonably withheld or unreasonably requested.

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.

30.05 Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

30.06 (a) Subject to 30.06(b), if an employee makes every reasonable effort to report on time for his regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, and the workplace is not closed, all time missed must be made up:

- (i) by the application of vacation credits, accumulated overtime, or a reduction in pay; or
- (ii) where operational requirements permit, at a time approved by the employer.

(b) If an employee is not more than two (2) hours late for his regularly scheduled shift because of a storm or hazardous road conditions, and has made every reasonable effort to report on time, the employee shall suffer no loss of pay for that shift and will not be required to make up the time.

(c) If the Employer sends the employee home due to a storm or hazardous weather conditions, no time is to be made up and no salary will be lost.

(d) An employee who is unable to come in to work despite all reasonable efforts must notify the Employer prior to the start of his shift unless circumstances prevent them from so doing.

ARTICLE 31 - HEALTH AND SAFETY:

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

31.02 Current practices in regard to uniform clothing issued employees in the Clerical and Regulatory Group will continue with flexibility to change items of issue in consultation with employees.

31.03 The Employer shall provide summer issue uniform clothing in the spring and winter uniform clothing in the fall of each year. (Clerical and Regulatory Group only.)

31.04 The Employer agrees to clean and replace uniform 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.

31.06 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS:

32.01 Health Plan

(a) The Employer shall pay seventy- five percent (75%) of the cost of premiums of Health Plan. 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 Health Plan resulting in higher premiums, 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 Dental Plan, 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 Worksafe NB during the employee's period of total temporary disability. For the purpose of this Article, where the Worksafe NB benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Worksafe NB benefits.

This article does not apply to M.O.R.E. Services Inc. This agency is on a Worksafe NB premium payment basis which was in effect prior to January 15, 1995.

32.04 Group Life Insurance

(a) The Employer shall cooperate with the Union 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 Union 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
- (i) at age fifty-five (or later), or
 - (ii) due to disability.

(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 in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one (1) payment in each of the two (2) taxation years.

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
- (v) threshold for vacation entitlement
- (vi) statutory holidays.

(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 21.05, 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 Union 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 - MERGER AND AMALGAMATION

36.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the bargaining unit, the employer agrees to notify in writing the employees and the Union at least one hundred and twenty calendar days in advance of the implementation of such change.

36.02 Discussion will commence between the parties within ten (10) days of such notice. The employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the bargaining unit. Any employee affected by such take over shall be offered alternate employment, if available with their present employer or another institution, agency or department covered by this agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this agreement.

36.03 Where a new operation is planned to replace an existing one, current employees will be given preference in filling available positions provided they have the ability, qualifications and skills to do the work.

36.04 If as a result of a merger or amalgamation the employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during hours of work whenever possible. Any training due to merger and amalgamation shall be at the employer's expense without loss of pay to the employee.

36.05 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. If no such position is available the employee shall be laid off in accordance with the lay off provisions of this agreement.

ARTICLE 37 - DURATION, TERMINATION AND RETROACTIVITY:

37.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning January 1, 2010, and ending December 31, 2013, 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.

37.02 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*.

37.03 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 21st day of October 2011.

FOR THE UNION:

Carole MacDonald

Sylvie Guimond

Denise Babineau

Kevin Miller

Juliette Deleavey

Melissa Hanley

Theresa Bird

Bonnie Michaud

FOR THE EMPLOYER:

Hon. Blaine Higgs

Dawn Davies

Jody Thier

France Haché

Paula Trites

Mura Toner

Jacques Babin

SCHEDULE A
ADMINISTRATIVE SERVICES
EFFECTIVE JANUARY 1, 2010 (0.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Contro l Point Max.	18	19	20	re-earnable increment	23	24	25	
LEVEL 1	998	1010	1021	1032	1044	1054	1064	1077	1088	1099	1110	1120	1130	1144	1155	1168	1181	1192	1207	1221	1232				
LEVEL 2	1144	1155	1168	1181	1192	1206	1220	1231	1242	1257	1270	1285	1298	1312	1329	1342	1358	1373	1385	1402	1419				
LEVEL 3	1310	1328	1342	1358	1372	1386	1403	1421	1439	1453	1472	1485	1498	1524	1542	1562	1580	1597	1614	1633	1651				
LEVEL 4	1460	1479	1496	1520	1538	1559	1576	1593	1609	1628	1645	1665	1681	1705	1723	1748	1769	1792	1810	1834	1857				
LEVEL 5	1643	1662	1685	1702	1721	1745	1769	1788	1811	1833	1853	1878	1896	1921	1944	1970	1990	2013	2040	2061	2087	2111	2135	2161	2188
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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JULY 1, 2010 (0.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Contro l Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	998	1010	1021	1032	1044	1054	1064	1077	1088	1099	1110	1120	1130	1144	1155	1168	1181	1192	1207	1221	1232					
LEVEL 2	1144	1155	1168	1181	1192	1206	1220	1231	1242	1257	1270	1285	1298	1312	1329	1342	1358	1373	1385	1402	1419					
LEVEL 3	1310	1328	1342	1358	1372	1386	1403	1421	1439	1453	1472	1485	1498	1524	1542	1562	1580	1597	1614	1633	1651					
LEVEL 4	1460	1479	1496	1520	1538	1559	1576	1593	1609	1628	1645	1665	1681	1705	1723	1748	1769	1792	1810	1834	1857					
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LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 Administrative Services 5													

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SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JANUARY 1, 2011 (0.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	998	1010	1021	1032	1044	1054	1064	1077	1088	1099	1110	1120	1130	1144	1155	1168	1181	1192	1207	1221	1232					
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LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JULY 1, 2011 (0.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Contro l Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	998	1010	1021	1032	1044	1054	1064	1077	1088	1099	1110	1120	1130	1144	1155	1168	1181	1192	1207	1221	1232					
LEVEL 2	1144	1155	1168	1181	1192	1206	1220	1231	1242	1257	1270	1285	1298	1312	1329	1342	1358	1373	1385	1402	1419					
LEVEL 3	1310	1328	1342	1358	1372	1386	1403	1421	1439	1453	1472	1485	1498	1524	1542	1562	1580	1597	1614	1633	1651					
LEVEL 4	1460	1479	1496	1520	1538	1559	1576	1593	1609	1628	1645	1665	1681	1705	1723	1748	1769	1792	1810	1834	1857					
LEVEL 5	1643	1662	1685	1702	1721	1745	1769	1788	1811	1833	1853	1878	1896	1921	1944	1970	1990	2013	2040	2061	2087	2111	2135	2161	2188	
LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JANUARY 1, 2012 (1.00% and adjustment)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Contro l Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	1008	1020	1031	1042	1054	1065	1075	1088	1099	1113	1127	1141	1155	1170	1184	1199	1214	1229	1244	1259	1276					
LEVEL 2	1155	1167	1180	1193	1204	1218	1232	1243	1254	1270	1286	1302	1318	1334	1351	1369	1386	1403	1420	1438	1456					
LEVEL 3	1323	1341	1355	1372	1386	1400	1417	1435	1453	1472	1490	1508	1527	1546	1566	1585	1605	1625	1645	1665	1687					
LEVEL 4	1475	1494	1511	1535	1553	1575	1592	1609	1625	1645	1665	1687	1708	1729	1750	1773	1795	1817	1839	1862	1886					
LEVEL 5	1659	1679	1702	1719	1738	1762	1787	1806	1829	1851	1875	1898	1921	1945	1970	1994	2018	2043	2068	2094	2120	2146	2174	2201	2228	
LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JULY 1, 2012 (1.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Contro l Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	1018	1030	1041	1052	1065	1076	1086	1099	1110	1124	1138	1152	1167	1182	1196	1211	1226	1241	1256	1272	1289					
LEVEL 2	1167	1179	1192	1205	1216	1230	1244	1255	1267	1283	1299	1315	1331	1347	1365	1383	1400	1417	1434	1452	1471					
LEVEL 3	1336	1354	1369	1386	1400	1414	1431	1449	1468	1487	1505	1523	1542	1561	1582	1601	1621	1641	1661	1682	1704					
LEVEL 4	1490	1509	1526	1550	1569	1591	1608	1625	1641	1661	1682	1704	1725	1746	1768	1791	1813	1835	1857	1881	1905					
LEVEL 5	1676	1696	1719	1736	1755	1780	1805	1824	1847	1870	1894	1917	1940	1964	1990	2014	2038	2063	2089	2115	2141	2167	2196	2223	2250	
LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JANUARY 1, 2013 (1.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	18	19	20	re-earnable increment	22	23	24	25	
LEVEL 1	1028	1040	1051	1063	1076	1087	1097	1110	1121	1135	1149	1164	1179	1194	1208	1223	1238	1253	1269	1285	1302					
LEVEL 2	1179	1191	1204	1217	1228	1242	1256	1268	1280	1296	1312	1328	1344	1360	1379	1397	1414	1431	1448	1467	1486					
LEVEL 3	1349	1368	1383	1400	1414	1428	1445	1463	1483	1502	1520	1538	1557	1577	1598	1617	1637	1657	1678	1699	1721					
LEVEL 4	1505	1524	1541	1566	1585	1607	1624	1641	1657	1678	1699	1721	1742	1763	1786	1809	1831	1853	1876	1900	1924					
LEVEL 5	1693	1713	1736	1753	1773	1798	1823	1842	1865	1889	1913	1936	1959	1984	2010	2034	2058	2084	2110	2136	2162	2189	2218	2245	2273	
LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2				LEVEL 3 Administrative Services 3				LEVEL 4 Administrative Services 4				LEVEL 5 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.

SCHEDULE A
 ADMINISTRATIVE SERVICES
 EFFECTIVE JULY 1, 2013 (1.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	18	19	20	re-earnable increment	23	24	25	
LEVEL 1	1038	1050	1062	1074	1087	1098	1108	1121	1132	1146	1160	1176	1191	1206	1220	1235	1250	1266	1282	1298	1315				
LEVEL 2	1191	1203	1216	1229	1240	1254	1269	1281	1293	1309	1325	1341	1357	1374	1393	1411	1428	1445	1462	1482	1501				
LEVEL 3	1362	1382	1397	1414	1428	1442	1459	1478	1498	1517	1535	1553	1573	1593	1614	1633	1653	1674	1695	1716	1738				
LEVEL 4	1520	1539	1556	1582	1601	1623	1640	1657	1674	1695	1716	1738	1759	1781	1804	1827	1849	1872	1895	1919	1943				
LEVEL 5	1710	1730	1753	1771	1791	1816	1841	1860	1884	1908	1932	1955	1979	2004	2030	2054	2079	2105	2131	2157	2184	2211	2240	2267	2296
LEVEL 1 Administrative Services 1	LEVEL 2 Administrative Services 2					LEVEL 3 Administrative Services 3					LEVEL 4 Administrative Services 4					LEVEL 5 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.

SCHEDULE B

EDUCATIONAL LEAVE PROVISIONS

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

(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 fulfill 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 C

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.

Relationship Between Job Duties and Proposed Training	Proposed Training of Main Beneficiary	Need for Proposed Training
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 AGREEMENT

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Commercial Vehicle Enforcement Officers who possess and maintain Commercial Vehicle Safety Alliance (CVSA) Level I certification.

Effective July 1, 2006, the Employer agrees to pay a flat rate of \$84.00 bi-weekly to those employees (Commercial Vehicle Enforcement Officers) who possess and maintain Commercial Vehicle Safety Alliance (CVSA) Level I certification and perform CVSA Level I inspections. This additional compensation will be paid on a bi-weekly basis while the CVSA Level I certification is maintained and used. Employees who are no longer CVSA Level I certified will immediately cease to be eligible for this additional compensation. This additional compensation is not considered to be part of base pay and is therefore not eligible for, nor should be included in, calculations for overtime, pension, retirement allowance, benefits, or any other salary-based supplemental pay or benefit.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

Denise Babineau

Jody Thier

Kevin Miller

France Haché

Juliette Deleavey

Paula Trites

Melissa Hanley

Mura Toner

Theresa Bird

Jacques Babin

Bonnie Michaud

LETTER OF AGREEMENT

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Premium for those employees assigned and performing coroner-related work

Effective July 1, 2006, the Employer agrees to pay a flat rate of \$84.00 bi-weekly to those employees who are assigned and are performing coroner-related work. This additional premium will be paid on a bi-weekly basis while the coroner-related work is being performed. Employees who cease to be assigned or who are no longer performing coroner-related work, either as determined by the Employer or at the employee's request, will immediately cease to be eligible for this additional premium, effective the next bi-weekly pay period following the date of notification by either the Employer or the employee. This additional premium is not considered to be part of base pay and is therefore not eligible for, nor should be included in, calculations for overtime, pension, retirement allowance, benefits, or any other salary-based supplemental pay or benefit.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

Denise Babineau

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Bonnie Michaud

LETTER OF INTENT

Re: Joint Initiative on the Work Environment

This letter is intended to inform employees of the quality expectations in the workplace.

We hereby agree that both parties will work together to maintain a workplace free of harassment in accordance with the Workplace Harassment Policy and any of its successors. The parties agree that this initiative will be on-going throughout the administrative period of the collective agreement.

IN WITNESS WHEREOF, the parties have signed this 21st day of October 2011.

FOR THE UNION:

FOR THE EMPLOYER:

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

Denise Babineau

Jody Thier

Kevin Miller

France Haché

Juliette Deleavey

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LETTER OF INTENT

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Bank Deposits – Service New Brunswick

The Parties agree to refer concerns related to bank deposits on behalf of Service New Brunswick to the Provincial Employer-Employee Relations Committee. Specifically, the Committee will consider such concerns in consultation with Service New Brunswick and other appropriate departments, as required.

Except in exceptional circumstances, bank deposits will be made during daylight hours.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

Carole MacDonald

Sylvie Guimond

Denise Babineau

Kevin Miller

Juliette Deleavey

Melissa Hanley

Theresa Bird

Bonnie Michaud

FOR THE EMPLOYER

Hon. Blaine Higgs

Dawn Davies

Jody Thier

France Haché

Paula Trites

Mura Toner

Jacques Babin

LETTER OF UNDERSTANDING

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Required Travel for part-time employees within Service New Brunswick

The Parties agree that when a part-time employee in Service New Brunswick is required by the Employer to report to work in a location other than his/her normal place of work, he/she shall be compensated for mileage in accordance with the rules set out in the New Brunswick Travel Directive.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

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Bonnie Michaud

LETTER OF INTENT

Between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Personal Liability Protection

The Parties agree to refer issues related to Personal Liability Protection to the Provincial Employer-Employee Relations Committee. Specifically, the Committee will review the comprehensiveness of the coverage available in the Province's Personal Liability Protection Policy in consultation with the appropriate departments.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

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LETTER OF AGREEMENT

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Off-Road Vehicle Enforcement Officers (ASL 5)
within the Department of Public Safety

In support of the newly created Off-Road Vehicle Enforcement Unit within the Compliance and Regulatory Services Branch, Safety Services Division, Department of Public Safety, positions were established and classified as Administrative Services – Level (ASL) 5 and have been given the working title of *Off-Road Vehicle Enforcement Officers*. These positions fall within the Clerical and Regulatory bargaining unit of the Administrative Assistants, Clerical and Regulatory, and Office Data Processing and Duplicating Equipment Operation collective agreement.

In light of the responsibilities, duties and working conditions assigned to these positions, the parties agree that certain provisions of the above-noted collective agreement that only apply to specific employees, shall forthwith apply to employees working as *Off-Road Vehicle Enforcement Officers*. The applicable provisions are:

- Article 18.03 (b) – Hours of Work
- Article 20.03 – Standby and Callback
- Article 22.03 (a) and (b) – Holidays

Employees shall work a compressed work week shift schedule. The normal daily hours of work in each shift shall be ten (10) hours. The regular weekly hours of work shall be forty (40) averaged over a four (4) week period. Any contemplated change to this shift schedule arrangement shall be discussed with the Union prior to its implementation.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

Denise Babineau

Jody Thier

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LETTER OF UNDERSTANDING

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Voluntary Work Reduction

The Parties agree that the provisions for Early to Mid Career Voluntary Work Reduction and Pre-Retirement Work Reduction in Policy AD-2253 (Alternate Work Arrangements) last updated June 2009 apply to employees covered under this collective agreement.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

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LETTER OF UNDERSTANDING

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Joint Interpretation of Article 23 - Vacations

The Parties to the collective agreement for the Group: Administrative Assistants, Clerical and Regulatory, and Office Data Processing and Duplicating Equipment Operation recognize the value in applying the provisions of the collective agreement in an agreed upon, uniform and consistent manner. With that objective in mind, this joint interpretive document has been created to provide clarification for employees, managers, and the union when determining how to interpret and apply the language found in the Article 23 – Vacations, clause 23.10, of the collective agreement.

1. The general rule for vacation preference is set out in Article 23.10 (a) and (b): Subject always to operational requirements, preference for vacation requests for full week periods will be granted to employees in the office or work unit, based on seniority. (The amount of vacation requested is based on the employee's entitlement for the calendar year plus any earned credits carried-over from the previous year.)

2. The exception to the general rule for vacation preference is set out in Article 23.10 (c): Subject always to operational requirements, preference in vacation scheduling during the two (2) summer months when primary and secondary schools are not in session, shall be given to allow employees with school children 16 years and under at least two (2) consecutive weeks of vacation.

To that end, the following will apply:

- (i) Employees who apply under clause 23.10 (c) will be given preference for at least two (2) consecutive weeks from any remaining unassigned weeks following the assignment of vacation preference in (1) above. If two or more employees apply for the exception, preferences shall be given based on seniority.
- (ii) If consecutive unassigned weeks are unavailable, employees who apply under clause 23.10 (c) will be assigned at least two (2) consecutive weeks from weeks previously assigned in (1) above, starting with the weeks previously assigned to the least senior employee(s) who are not eligible for the exception.

3. After determining preferences for full week periods of vacations pursuant to paragraphs 1 and 2, vacation requests for less than full week periods will be determined based on seniority.

4. The parties recognize that the week(s) allocated to employees who apply in Article 23.10 (c) may not match the week(s) for which they had initially indicated preference. As well, employees who exercise their vacation preference in (1) above may lose their vacation preference with the application of 23.10 (c).

5. The parties confirm that it is not the intent to amend the collective agreement and in the event of a conflict between this interpretation and any other provision(s) of the collective agreement, the collective agreement shall prevail.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

Carole MacDonald

Sylvie Guimond

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LETTER OF AGREEMENT

between

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Holiday Entitlement for Part-time Employees with the New Brunswick Public Library Service

The Parties recognize the value of bringing equity to all part-time employees within the New Brunswick Public Library Service (NBPLS) with respect to holiday entitlement. The Parties agree to compensate part-time employees employed with the NBPLS according to the terms of this Letter of Agreement.

Notwithstanding Article 33.02 of the Collective Agreement between the Parties, the Employer shall compensate part-time employees employed with the NBPLS for holidays other than Christmas and Boxing Day which fall on the employee's regular day off by paying such employees holiday pay for those holidays. The employee must meet the criteria of Article 22.02 of the Collective Agreement in order to receive holiday pay for any given holiday. The amount of holiday pay for any given holiday shall be based on each employee's average daily earnings (excluding overtime). This calculation takes into account all hours worked (excluding overtime) in the thirty (30) days immediately before the holiday. The employees will not be entitled to reschedule days off in lieu of those holidays.

Dated at Fredericton this 21st day of October 2011.

FOR THE UNION

FOR THE EMPLOYER

Carole MacDonald

Hon. Blaine Higgs

Sylvie Guimond

Dawn Davies

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