

Agreement between
Esgenoôpetitj First Nation Government

and

The Public Service Alliance of Canada
(Local 80035)



Expiry date: March 31, 2023

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ARTICLE 1

PURPOSE AND SCOPE OF THE COLLECTIVE AGREEMENT

- 1.01 The purpose of this agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Union and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining and to provide an appropriate procedure for the prompt resolution of grievances and disagreements on the interpretation of the collective agreement.
- 1.02 This agreement applies to and is binding on the Union, the employees, the Employer and its representatives.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union recognizes that all functions of management, unless expressly and specifically limited by the terms of this Collective Agreement, are specifically reserved to and vested exclusively in the Employer. It is understood that the Employer will exercise its management rights reasonably, fairly and consistent with the terms of the collective agreement.

ARTICLE 3

DEFINITIONS AND INTERPRETATIONS

- 3.01 For the purpose of this Agreement:

"Alliance" means the Public Service Alliance of Canada and Local 80035 of the PSAC;

"bargaining unit" means the employees of the Employer in the Group described in Article 4;

"compensatory leave" means leave with pay in lieu of cash payment for overtime, work performed on a designated holiday, traveling time compensated at overtime rate, call back and reporting pay. The duration of such leave will be equal to the time compensated or the minimum time entitlement, multiplied by the applicable overtime rate. The rate of pay to which an employee is entitled during such leave shall be based on the employee's hourly rate of pay as calculated from the classification prescribed in the employee's certificate of appointment on the day immediately prior to the day on which leave is taken;

"continuous service" means an uninterrupted employment with Esgenoôpetitj (Burnt Church) First Nation Government;

"day of rest" means a day other than a holiday or a day of leave of absence, on which the employee is not ordinarily required to perform the duties of the position;

"dependant" means:

- i) the spouse of an employee who is residing with the employee,
- ii) any child of the employee who:
 - a) is attending school or is a student at some other institution, and is under 21 years; or
 - b) is under 21 years and dependant upon the employee for support; or
 - c) is 21 or older and dependant upon the employee because of mental or physical illness, or
- iii) any other relative of the employee who is a member of the employee's household and is totally dependant upon the employee for support because of a mental or physical illness.

"Employer" means Esgenoôpetitj (Burnt Church) First Nation Government and includes any person authorized to exercise the authority of the Esgenoôpetitj (Burnt Church) First Nation Government;

"employee" means a member of the bargaining unit and includes:

- (i) "full time" permanent employee means a person hired for an indeterminate period and who works a regular 35 hours per week;
- (ii) a "part-time" employee means an employee who has been appointed to a position for which the hours of work on a continuing basis are less than the scheduled work day or week;
- (iii) a "seasonal" employee means an employee appointed to a position which is not continuous throughout the year but recurs in successive years;
- (iv) a "temporary" employee is a person who is employed for thirty (30) consecutive working days or more and up to six (6) consecutive months replacing a Full-Time or Part-Time Employee who, for example is ill, on leave of absence, on vacation, or other approved leave or for the purpose of filling a vacancy until it is filled permanently in accordance with this collective agreement or for the purpose of a pilot project, experimentation, testing or other project, or temporarily doing any other job. A 'temporary' employee is not in the bargaining unit. A temporary employee shall:

- (a) be paid for holidays as set out in the Labour Standards Code;
 - (b) receive vacation pay of 4% of regular pay or the amount set out in the Labour Standards Code, whichever is greater, for all days worked;
 - (c) not receive seniority or other welfare benefits provided for by this collective agreement, and;
 - (d) shall not be entitled to paid sick leave
- (v) A “term” employee means a person who is primarily funded by the Employer and who is employed for a definite term in excess of six (6) consecutive months and not to exceed twenty-four (24) consecutive months, due to the absence of a full-time or part-time Employee on leave from work for a period in excess of six months and such an employee shall be in the bargaining unit. A Term Employee shall:
- (a) be paid for holidays as set out in the Labour Standards Code;
 - (b) receive vacation pay of 4% of regular pay or the amount set out in the Labour Standards Code, whichever is greater, for all days worked;
 - (c) shall be paid in accordance with the negotiated salary rate for term Employees as set out in Appendix “A”;
 - (d) not receive seniority as per Article 19 or other welfare or medical plan or other benefits of the Agreement;
 - (e) not be entitled to paid leave, or other leave as provided under Articles 14 and 16;
 - (f) have the same right to access the grievance procedure, and;
 - (g) be entitled to leaves for pregnancy, parental, adoption, bereavement, court, compassionate-care, and illness pursuant to the Labour Standards Code; and
 - (h) The Employer may terminate the appointment of a Term Employee due to operational requirements at any time during the period of their appointment upon ten (10) days notice.
 - (i) If a term employee is appointed to a full-time or part-time position during or at the end of their appointment, all time worked as a term employee will be calculated for the purposes of seniority.
 - (j) All term positions will be posted as per the provisions of Article 26.
 - (k) The Employer will inform the Union Local president of all term appointments as per Article 9.

“**lay-off**” means the termination of an employee’s employment because of lack of work or because of the discontinuance of a function or the termination of federal or provincial program funding directly related to the employee’s position.”

"leave" means authorized absence from duty by an employee during his or her regular or normal hours of work;

"may" is permissive; **"shall"** and **"will"** are imperative;

"membership dues" means the dues established pursuant to the constitution of the Alliance as the dues payable by its members as a consequence of their membership in the Alliance, and shall not include any initiation fee, insurance premium, or special levy;

"notice" means notice in writing which is hand delivered, or delivered by registered mail;

"overtime" means;

- a) in the case of a full-time employee, authorized work in excess of the employee's scheduled hours of work,
- b) in the case of a part-time employee, authorized work in excessive of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week, but does not include time worked on a holiday.

"representative" means an employee who has been elected or appointed as a union executive member, or union steward or who represents the union at meetings with management and who is authorized to represent the union;

"spouse" will, be interpreted to include "common law spouse". A common-law spouse relationship exists, when for a continuous period of at least one (1) year, an employee has lived with a person;

"standby" means any period of time during which, at the instruction of the Employer, an employee is required to be available for recall to work;

"time and one-half" means one and one-half (1 1/2) times the employee's hourly rate of pay;

"union" means the Public Service Alliance of Canada and Local 80035 of the PSAC;

"weekly rate of pay" means an employee's annual rate of pay divided by 52.176.

ARTICLE 4**RECOGNITION AND BARGAINING UNIT WORK**

- 4.01 a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer described in the certificate issued by the Canadian Industrial Relations Board dated October 25, 1999 as follows, "All employees of the Band Council of Esgenoôpetitj (Burnt Church) First Nation, excluding the Band Manager, Comptroller and Band Councilors during their elected term.
- b) Together with the following positions, which are excluded by agreement of the parties:
- Director of Education;
 - Director of Health;
 - Director of Social Assistance;
 - Director of National Aboriginal Drug and Alcohol Program;
 - Director of Child and Family Services;
 - Conservation and Protection Coordinator;
 - Salmon Assessment Research Coordinator.

The Employer, the Esgenoôpetitj (Burnt Church) First Nation, and the Union, the Public Service Alliance of Canada, agree and confirm that the agreement by the Employer and the Union on positions excluded from the recognition clause of the collective agreement commencing April 1, 2009 and expiring March 31, 2011, recognizing the Union as exclusive bargaining agent for the Employees as set out in the recognition clause, is entered into without prejudice to the position of the Employer in future applications to the Canada Industrial Relations Board to exclude other employees from the recognized collective bargaining authority of the Union or to modify the scope of the bargaining unit for which the Union is recognized by order of the CIRB.

- 4.02 Persons not covered by the terms of this agreement will not perform duties normally assigned to those employees who are covered by this agreement, except in emergencies when regular employees are not available. The local will be advised in such emergencies.
- 4.03 In the event that the Employer creates a new classification, it will inform the Union of the creation of this new classification together with the Employer's position as to whether such classification is to be recognized as being part of the bargaining unit. Upon a written request from the Union within forty-five (45) days of notification to this effect, the Employer shall meet with the Union in order to discuss the Employer's position on the inclusion or exclusion of this classification. The Employer shall provide the Union with a copy of the job description and a rationale as to the proposed classification.

- 4.04 Should the parties agree that such classification should be included, the Employer shall further provide the Union with a copy of the proposed salary range. At the request of the Union, the parties hereto may continue discussions in order to reach agreement as to the appropriate salary range for the classification.
- 4.05 Failing agreement on the appropriate salary range, the issue may be referred to Arbitration in accordance with Article 27. The Arbitration Board shall confine itself to the express issue of the appropriate salary range for the classification.
- 4.06 In the event that the parties fail to agree on whether such classification shall be included or excluded, either party may refer the case to the Canadian Industrial Relations Board.

ARTICLE 5

UNION REPRESENTATIVES

- 5.01 The Employer acknowledges the right of the Union to appoint or otherwise select employees as representatives.
- 5.02 The Union shall determine the jurisdiction of each representative.
- 5.03 The Union shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 5.04 A representative shall obtain the permission of the Band Manager before leaving their work to investigate employee complaints, or process a grievance or undertake any other Union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to the Band Manager before resuming their normal duties.
- 5.05 The Employer shall notify the Union of new employees when they are hired.
- 5.06 When the Employer requests the presence of a Union representative at a meeting, such request will be communicated to the employee's supervisor.

ARTICLE 6

USE OF EMPLOYER FACILITIES

- 6.01 The Employer will provide for the posting of Union notices and for the placement of reasonable quantities of literature of the Union in the following locations: Band Office, Wellness Centre, Training Centre, Fisheries Building, Daycare, Firehall and School.

- 6.02 A duly accredited representative of the Alliance shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union on any employee related matter.
- 6.03 The Employer will provide a meeting room for the Local so that it may carry out Union business. Such requests shall be made to the Band Manager.

ARTICLE 7

EMPLOYEE ORIENTATION

- 7.01 The Employer shall grant leave with pay to a new employee and a Union representative, selected by the Local, to meet for one-half (1/2) hour at the commencement of the employee's employment for the purpose of orienting the new employee.
- 7.02 The Employer will offer during a new employee's orientation, awareness/sensitivity training of the Mi'kmaq culture.

ARTICLE 8

CHECK-OFF

- 8.01 Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees shall, as a condition of their continued employment, become and remain members in good standing of the Union. Such membership shall begin upon the initial date of employment.
- 8.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 8.03 The Alliance shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 8.04 The amounts deducted in accordance with Clause 8.01 shall be remitted to the Comptroller of the Union by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.

- 8.05 No employee organization, other than the Union, shall be permitted to have membership dues and other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 8.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.
- 8.07 The Employer shall provide to the Union, each April, a complete list of all persons employed by the Employer. This list shall indicate who is included and who is excluded from Check-off.

ARTICLE 9

INFORMATION

- 9.01 The Employer shall provide the Union, within fifteen (15) days of an employee(s) commencing employment with Esgenoôpetitj (Burnt Church) First Nation, the name(s), classification and work location of such newly appointed employee(s).
- 9.02 The Union agrees to supply each employee with a copy of the collective agreement. The parties agree to share the cost of printing the collective agreement.
- 9.03 Upon request of an employee, the personnel file of the employee shall be made available for their examination in the presence of an authorized representative of the Employer.
- 9.04 The Employer shall provide all employees with a statement and calculation of their leave credits (vacation, paid holidays, unused overtime and sick) upon fifteen (15) working days of such a request or at least once per year at the end of the fiscal year.

ARTICLE 10

STRIKES AND LOCKOUTS

- 10.01 There shall be no strikes or no lockouts as defined in the Canada Labour Code and accompanying regulations during the life of this Agreement.
- 10.02 If an employee is prevented from performing his or her duty because of a strike or lock-out on the premises of another employer, the employee shall report the matter to the Employer and the Employer will make reasonable efforts to ensure that such employee is employed elsewhere, so that the employee shall receive his or her regular pay and benefits to which the employee would normally be entitled.

ARTICLE 11

NO DISCRIMINATION

11.01 There shall be no discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, creed, colour, national **or ethnic** origin, religious affiliation, sex, **gender identity and expression**, sexual orientation, family status, mental or physical disability, marital status and criminal record for which a pardon has been granted, or membership or activity in the union.

11.02 It is a discriminatory practice, directly or indirectly:

(a) to refuse to employ or continue to employ any individual, or

(b) in the course of employment, to differentiate adversely in relation to an employee, on prohibited grounds of discrimination.

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with discrimination. The selection of the Mediator will be by mutual agreement.

11.03 The hiring preference in Article 26.07 will be considered a special measure designed to address the unique and adverse economic impacts experienced by members of the Esgenoôpetitj (Burnt Church) First Nation.

ARTICLE 12

SEXUAL HARRASSMENT

12.01 The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment. Sexual Harassment means any contact, comment, gesture or contact of a sexual nature:

(a) that is like to cause offense or humiliation to any employee; or

(b) that might, on reasonable grounds, be perceived by that employee as placing a condition of a sexual nature on employment or on any opportunity for training or promotion.

12.02 The Employer shall develop and distribute policies for the prevention of harassment in the workplace. The Health and Safety Committee may make recommendations to the Employer on the development of these policies.

12.03 Grievances concerning the application or interpretation of this article shall go directly to the final level of the grievance procedure.

12.04 Processing and mediation of harassment and discrimination complaints:

- (a) Step 1 – Informal problem solving should be undertaken if appropriate and not already attempted.
- (b) Step 2 – Complaints. If the employee feels that the informal procedure has not resolved the alleged problem, the employee may file a complaint with the appropriate Employer representative within twenty-five (25) working days from the end of the informal procedure.

By mutual agreement, the parties may use a mediator in an attempt to settle a grievance dealing with sexual harassment. The selection of the mediator will be by mutual agreement.

In the event mediation does not resolve the complaint, the Alliance shall have the right to pursue grievance arbitration, pursuant to Article 27, Grievance Procedure, Step 3.

ARTICLE 13

DESIGNATED PAID HOLIDAYS

13.01 Subject to clause 13.02 the following days shall be designated paid holidays for employees:

- (a) New Year's Day
- (b) The third Monday in February (Family Day)
- (c) Good Friday
- (d) Easter Monday
- (e) Victoria Day
- (f) National Indigenous Day
- (g) Canada Day
- (h) The first Monday in August (New Brunswick Day)
- (i) Labour Day
- (j) Treaty Day
- (k) Thanksgiving Day
- (l) Remembrance Day
- (m) Christmas Day
- (n) Boxing Day

13.02 An employee absent without pay and without authorized leave on either their full working day immediately preceding or following a designated holiday is not entitled

to pay for the holiday. In these circumstances where an employee is absent from work on an authorized leave where they would otherwise not be receiving pay in the week of the holiday, they are not entitled to pay under this Article.

- 13.03 When a day designated as a holiday under clause 13.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employees day of rest.

When two (2) days designated as holidays under clause 13.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

- 13.04 When an employee is required and reports for work on a designated holiday, the employee shall be paid for all hours worked on that day at the rate of one and one half times (1½) their regular rate and be granted another day off with pay in substitution for the holiday.

- 13.05 Subject to operational requirements and advance notice, the Employer shall grant lieu days at such times as the employee may request. Confirmation will be in writing. In any event all holidays or days substituted therefore shall be taken by the employee in the year they are earned unless special permission is received to carry over those days until the next fiscal year.

- 13.06 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

- 13.07 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 13.04 or three (3) hours pay at the applicable overtime rate of pay.

Notwithstanding the above, the existing practice (October 17, 2001) for child and family community services employees will be maintained.

ARTICLE 14

VACATION LEAVE

- 14.01 The vacation year shall be from April 1st to March 31st of the following calendar year, inclusive.

- 14.02 Accumulation of Vacation Leave Credits

An employee shall earn annual vacation leave for the years in which they are continuously employed at the rate of:

- (a) three (3) weeks until the month in which the anniversary of the employee's eighth (8) year of service occurs;
- (b) four (4) weeks commencing with the month in which the employee's eighth (8th) anniversary of service occurs;
- (c) five (5) weeks commencing with the month in which the employee's sixteenth (16th) anniversary of service occurs;
- (d) six (6) weeks commencing with the month in which the employee's twenty fourth (24th) anniversary of service occurs.

14.03 An employee is entitled to vacation leave with their regular rate of pay after they have earned the leave for that year. After they have completed six (6) months of continuous employment, employees may receive an advance of credits equivalent to the anticipated credits for the vacation year.

14.04 Scheduling of Vacation Leave with Pay

- (a) Employees are expected to take their vacation leave during the year in which it is earned.
- (b) For the purposes of scheduling, employees in departments will make application in writing indicating the time they choose to take their leave. The Employer, given the requirements to maintain the services offered by the employees, will schedule vacation. Where there is a conflict in times chosen between employees, the most senior employee will be granted leave.
- (c) The Employer shall make every reasonable effort not to cancel a period of vacation leave, which has been previously approved.

14.05 The Employer shall give an employee notice in writing of approval, rejection or cancellation of a request for vacation leave with pay. Rejection or cancellation will include the reason therefore.

14.06 Where, in respect of any period of vacation leave, an employee is granted any other leave, the period of vacation leave so displaced shall either be added to the vacation period or reinstated for use at a later date at the discretion of the Employer.

14.07 Where in any vacation year an employee has not been granted all of the vacation leave credited to them, the unused portion of the employee's vacation leave shall, with the approval of the Employer, be carried over in to the following vacation year.

14.08 (a) The Employer will make every reasonable effort not to recall an employee to duty after the employee has proceeded on vacation leave with pay;

(b) When, during any period of vacation leave with pay, an employee is recalled to duty, the employee shall be reimbursed for expenses that the employee incurs:

(i) in proceeding to the employee's place of duty; and

(ii) in returning to the place from which the employee was recalled if he or she immediately resumes vacation upon completing the assignment for which he or she was recalled;

after submitting such accounts as are normally required by the Employer to be reimbursed for expenses incurred by the employee.

(c) The employee shall not be considered as being on vacation leave during any period in respect of which the employee is entitled under clause 14.08 (b) to be reimbursed for reasonable expenses incurred by the employee.

14.09 Cancellation of Approved Leave

When the Employer cancels or alters a period of vacation which it had previously approved, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee with respect to that period, subject to the presentation of such documentation as the Employer may require. The employee must make every reasonable attempt to mitigate any losses incurred and will provide proof of such action to the Employer.

14.10 When an employee deceases or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave with pay to the employee's credit by the daily rate of pay as calculated from the classification prescribed in the employee's letter of appointment on the date of termination of employment.

- 14.11 The Employer agrees to issue advance payment of estimated net salary for vacation period of two (2) or more complete weeks, provided a written request for such advance payment is received from the employee at least six (6) weeks prior to the last pay day before the employee's vacation period commences. Providing the employee has been authorized to proceed on vacation leave for the period concerned, pay in advance of going on vacation shall be made prior to departure.

ARTICLE 15

LEAVE WITH OR WITHOUT PAY FOR UNION BUSINESS

- 15.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the Canadian Industrial Relations Board in any matter between the Employer and the Union before that Board.
- 15.02 The Employer will grant leave with pay to employees who are meeting with management on behalf of the Union.
- 15.03 The Employer will grant leave with pay to an employee who is:
- (a) party to an arbitration, conciliation or a hearing before the CIRB, or in an alternative dispute resolution process;
 - (b) the representative of an employee who is party to arbitration.
- 15.04 The Employer will grant leave with pay to employees during regular working hours for the purposes of attending contract negotiations meetings on behalf of the Union.
- 15.05 Subject to operational requirements, the Employer will grant leave without pay to employees selected as delegates to attend Executive Council meetings and conventions of the Alliance and the conventions of the Canadian Labour Congress and conventions of Provincial Federation of Labour.
- 15.06 The Employer will grant leave without pay to employees who exercise authority of a Representative on behalf of the Alliance to undertake training related to the duties of a representative.
- 15.07 An employee who has been elected or appointed to a full-time office of the Union, the Local or the Council shall be entitled to leave without pay for the period during which they are elected or appointed to hold office. An employee who returns to work with the Employer after a period of leave granted under this Article shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to their former position and classification if available, or equivalent.

ARTICLE 16**OTHER LEAVE WITH OR WITHOUT PAY****16.01 Marriage Leave**

An employee getting married shall be granted five (5) days marriage leave with pay. Marriage leave includes Aboriginal Tradition Marriage and Same-sex marriage.

16.02 Leave for Cultural and Religious Obligations

- (a) The Employer agrees to allow an employee time-off without pay on cultural or religious days.
- (b) The Employer shall grant time off without pay for an employee to observe their cultural and religious obligations providing such a request is made in writing prior to the date of the leave requested. Employees are encouraged to use vacation or other leave days with pay for this purpose.

16.03 Leave with Pay for Family Related Responsibilities

- (a) For the purpose of this clause, family is defined as spouse (or common-law spouse residing with the employee), dependent children (including children of spouse), foster children, step-children, parents (including step-parents or foster parents), or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- (b) The total leave with pay which may be granted under this clause shall not exceed five (5) days in a fiscal year.
- (c) Subject to paragraph (b), the Employer shall grant leave with pay under the following circumstances;
 - (i) up to one (1) day or shift for a medical or dental appointment when the dependent family member is incapable of attending the appointments by himself or herself, or for appointments with appropriate authorities in schools or adoption agencies. An employee requesting leave under this provision must notify his or her supervisor of the appointment as far in advance as possible;
 - (ii) up to five (5) days or shifts with pay to provide for the temporary care of a sick member of the employee's family and to provide an employee with time to make alternate care arrangements where the illness is of a longer duration.

- (iii) three (3) days or shifts with pay for needs directly related to the birth or the adoption of the employee's child. This leave may be divided into two (2) periods and granted on separate days.

16.04 Court Leave

The Employer shall grant leave with pay to an employee for the period of time required to:

- (a) be available for jury selection;
- (b) serve on a jury.

16.05 Bereavement Leave with Pay

For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, fiancée, child (including child of spouse) stepchild, foster child or ward of the employee, grandparent, grandchild, father-in law, mother-in law, and legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) Where a member of an employee's immediate family dies, they shall be entitled to leave with pay for a period of five (5) working days. Such leave may be taken at two (2) different times and does not have to be taken consecutively where the funeral and internment are held at different times.

Additional time with pay, up to a maximum of three (3) working days, may be granted at the request of the employee should travel be required in excess of 300 km.

- (b) One (1) day leave with pay shall be granted to an employee to attend the funeral as a pallbearer or mourner. An employee will be allowed to attend a funeral service of a community member.
- (c) If, during a period of paid leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under this article, the employee shall be granted bereavement leave with pay and the employee's approved leave with pay shall be taken at another time.
- (d) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved,

grant leave with or without pay for a period greater than that provided for herein. Such a request shall not be reasonably denied.

- (e) The Employer agrees to seriously consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause. Such requests shall not be unreasonably denied.

16.06 Maternity / Parental Leave

Every employee who has completed six months of continuous service with the Employer is entitled to and shall be granted a leave of absence from employment for the purpose of maternity and parental leave.

An employee who intends to take a leave of absence from employment under the Maternity Leave or Parental Leave section shall:

- (a) give at least four weeks notice in writing to the Employer unless there is a valid reason why the notice cannot be giving;
- (b) inform the Employer in writing of the length of leave intended to be taken; and
- (c) give at least four weeks notice in writing to the Employer of any change in the length intended to be taken, unless there is a valid reason why that notice cannot be given.

A pregnant employee is entitled to and shall be granted Maternity Leave without pay before, on or after the termination date of the pregnancy to and ending not later than eighteen (18) weeks after the termination date of her pregnancy. At its discretion, the Employer may require an employee to submit a medical certificate certifying pregnancy.

Where the employee's newborn child is born prematurely, or is born with, or contracts, a condition that requires hospitalization within the period defined above, the period of maternity leave without pay therein defined may be extended beyond the date falling eighteen (18) weeks after the date of birth of the child by a period equal to the period during which the child is hospitalized.

Where the employee has proceeded on maternity leave without pay and returns to work during all, or part of, the period during which her newborn child is hospitalized, she may resume her maternity leave without pay when the child's hospitalization is over, and remain on maternity leave without pay to the extent provided for above.

An employee who has not commenced maternity leave without pay may elect to use earned vacation and compensatory leave credits up to and beyond the date that her pregnancy terminates.

Notwithstanding the above, the parties will meet during the term of this Collective Agreement to discuss a Supplementary Employment Benefit Plan for Maternity Leave/Parental Leave.

NEW: In response to the language above, the Union has included the following proposal:

Maternity allowance

- a. An employee who has been granted maternity leave without pay shall be paid a maternity allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (g), provided that he/she:
 - i. has completed six (6) months of continuous employment before the commencement of her maternity leave without pay,
 - ii. provides the Employer with proof that she has applied for and is in receipt of maternity benefits under the Employment Insurance in respect of insurable employment with the Employer, and
 - iii. has signed an agreement with the Employer stating that:
 - A. she will return to work on the expiry date of her maternity leave without pay unless the return to work date is modified by the approval of another form of leave;

- b. Maternity allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, seventy-five per cent (75%) of her weekly rate of pay for each week of the waiting period, less any other monies earned during this period, and
 - ii. for each week the employee receives a maternity benefit under the Employment Insurance, she is eligible to receive the difference between seventy-five per cent (75%) of her weekly rate and the maternity benefit, less any other monies earned during this period which may result in a decrease in her maternity benefit to which she would have been eligible if no extra monies had been earned during this period, and

- c. At the employee's request, the payment referred to in subparagraph (b)(i) will be estimated and advanced to the employee. Adjustments will be made once

- the employee provides proof of receipt of Employment Insurance Plan maternity benefits.
- d. The maternity allowance to which an employee is entitled is limited to that provided in paragraph (b) and an employee will not be reimbursed for any amount that she may be required to repay pursuant to the Employment Insurance Act.
 - e. The weekly rate of pay referred to in paragraph (b) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity leave, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings by the straight time earnings the employee would have earned working full-time during such period.
 - f. The weekly rate of pay referred to in paragraph (e) shall be the rate to which the employee is entitled for her substantive level to which she is appointed. Where an employee becomes eligible for a pay increment or pay revision that would increase the maternity allowance while in receipt of the maternity allowance, the allowance shall be adjusted accordingly.

Parental allowance

- a. An employee who has been granted parental leave without pay, shall be paid a parental allowance in accordance with the terms of the Supplemental Unemployment Benefit (SUB) Plan described in paragraphs (c) to (h), providing he or she:
 - i. has completed six (6) months of continuous employment before the commencement of parental leave without pay,
 - ii. provides the Employer with proof that he or she has applied for and is in receipt of parental, paternity or adoption benefits under the Employment Insurance or in respect of insurable employment with the Employer,
and
 - iii. has signed an agreement with the Employer stating that:
 - A. the employee will return to work on the expiry date of his or her parental leave without pay, unless the return to work date is modified by the approval of another form of leave;
- b. Parental Allowance payments made in accordance with the SUB Plan will consist of the following:
 - i. where an employee is subject to a waiting period before receiving Employment Insurance parental benefits, seventy-five per cent (75%) of his or her weekly rate of pay for each week of the waiting period, less any other monies earned during this period;

- ii. for each week the employee receives parental, adoption or paternity benefit under the Employment Insurance, he or she is eligible to receive the difference between seventy-five per cent (75%) of his or her weekly rate and the parental, adoption or paternity benefit, less any other monies earned during this period which may result in a decrease in his or her parental, adoption or paternity benefit to which he or she would have been eligible if no extra monies had been earned during this period;
- c. At the employee's request, the payment referred to in subparagraph (b)(i) will be estimated and advanced to the employee. Adjustments will be made once the employee provides proof or receipt of Employment Insurance parental benefits.
- d. The parental allowance to which an employee is entitled is limited to that provided in paragraph (b) and an employee will not be reimbursed for any amount that he or she is required to repay pursuant to the Employment Insurance Act.
- e. The weekly rate of pay referred to in paragraph (b) shall be:
 - i. for a full-time employee, the employee's weekly rate of pay on the day immediately preceding the commencement of maternity or parental leave without pay;
 - ii. for an employee who has been employed on a part-time or on a combined full-time and part-time basis during the six (6) month period preceding the commencement of maternity or parental leave without pay, the rate obtained by multiplying the weekly rate of pay in subparagraph (i) by the fraction obtained by dividing the employee's straight time earnings the employee would have earned working full-time during such period.
- f. The weekly rate of pay referred to in paragraph (e) shall be the rate to which the employee is entitled for the substantive level to which he or she is appointed.
- g. Where an employee becomes eligible for a pay increment or pay revision that would increase the parental allowance while in receipt of parental allowance, the allowance shall be adjusted accordingly.
- h. The maximum combined, shared maternity and parental allowances payable under this collective agreement shall not exceed seventy-eight (78) weeks for each combined maternity and parental leave without pay.

Medical Appointment for Pregnant Employees:

- (a) Up to half (1/2) a day with pay will be granted to the pregnant employee for the purpose of attending routine medical appointment
- (b) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences should be charged to sick leave.

Where an employee has or will have the actual care and custody of a newborn child (including adopted child), that employee is entitled to and shall be granted parental leave without pay for a single period of up to sixty-three (63) consecutive weeks in the seventy-eight (78) week period beginning on the day the child is born or the day the child comes into the employee's care.

The aggregate amount of leave of absence from employment that may be taken by two employees in respect of the birth or adoption of any one child shall not exceed seventy-eight (78) weeks.

Leave granted under the maternity/parental articles shall be counted for the calculation of "continuous employment" for the purpose of calculating severance pay and service for the purposes of calculating vacation leave. Time spent on such leave shall be counted for pay increment purposes.

Employees granted leave under the maternity/parental articles, shall be reinstated to their former position. Where for any valid reason an Employer cannot reinstate an employee to their former position, the Employer shall reinstate the employee in a comparable position with the same wages and benefits and in the same location.

Every employee who intends to or is required to take leave of absence from employment is entitled, upon written request, be informed in writing by the Employer of every employment, promotion or training opportunity that arises during the period when the employee is on leave of absence from employment and for which the employee is qualified.

Rights to benefits

The pension, health and disability benefits and the seniority of any employee who takes or is required to take a leave of absence from employment by reason of maternity/paternity leave shall accumulate during the entire period of leave.

16.07 Maternity-Related Reassignment or Leave

(a) Reassignment and Job Modification

An employee who is pregnant or nursing may, during the period from the beginning of pregnancy to the end of the twenty-fourth (24th) week following the birth, request the Employer to modify her job functions or reassign her to another job if, by reason of the pregnancy or nursing, continuous any of her current job functions may pose a risk to her health or that of the fetus or child.

(b) Medical Certificate

An employee's request under paragraph (a) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

(c) Employer's Obligation

An Employer to whom a request has been made under paragraph (a) shall examine the request in consultation with the employee and, where reasonably practicable, shall modify the employee's job function or reassign her.

(d) Rights of Employees

An employee who has made a request under paragraph (a) is entitled to continue in her current job while the Employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until her Employer;

(i) modifies her job functions; or

(ii) reassigns her; or

(iii) informs her in writing that it is not reasonably practicable to modify her job functions or reassign her.

Onus of Proof

The onus is on the Employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

Employee to be Informed

Where the Employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the Employer shall so inform the employee in writing.

Status of Employee

An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under paragraph (a) and shall continue to receive the wages and benefits that are attached to that job.

Employee Right to Leave

An employee referred to in paragraph (d) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

(e) Entitlement to Leave

An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the Employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

(f) Employee's Duty to Inform Employer

An employee whose job functions have been modified, who has been reassigned or who is on leave of absence shall give at least two weeks notice in writing to the Employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate.

16.08 Medical / Dental Appointment Leave

- (a) An employee will be granted time off with pay to a maximum of three (3) days per year to attend medical and/or dental appointments.
- (b) An employee shall use their sick leave credits once the three days as set out above are exhausted.

16.09 Leave Without Pay For The Care/Nurturing Of Pre-School Age Children

Both parties recognize the importance of access to leave for the purpose of care and nurturing of pre-school age children.

An employee shall be granted leave without pay (including children of common-law spouse) for the personal care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- (a) an employee shall notify the Employer in writing as far as advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless because of an urgent or unforeseeable circumstance such notice cannot be given.
- (b) Leave granted under this clause shall be for a minimum period of six (6) weeks and for a maximum of two (2) years. The total leave granted under this article shall not exceed five (5) years during an employee's total period of employment.
- (c) An employee who has proceeded on leave without pay may change their return to work date if such change does not result in additional costs to the Employer.
- (d) Pursuant to clause (c), the parties will meet to confirm a mutually agreeable return to work date.
- (e) An employee who returns to work with the Employer after a period of leave granted under this Article shall be returned to their former position, if available, or to a position comparable to the position and classification level prior to the leave period.

16.10 Leave Without Pay for the Long-Term Care of a Parent

- (a) Both parties recognize the importance of access to leave for the purpose of long-term care of a parent.
- (b) An employee shall be granted leave without pay for the long-term personal care of the employee's parents, including step-parents or foster parents, in accordance with the following conditions:
 - a) an employee shall notify the Employer in writing as far in advance as possible but not less than four (4) weeks in advance of the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
 - b) leave granted under this Article shall be for a minimum period of three (3) weeks;
 - c) the total leave granted under this article shall not exceed five (5) years during an employee's total period of employment;
 - d) An employee who has proceeded on leave without pay may change his or her return to work date if such change does not result in additional costs to the Employer.

- e) Pursuant to clause (d) the parties will meet to confirm a mutually agreeable return to work date.
- f) An employee who returns to work with the Employer after a period of leave granted under this Article shall be returned to their former position, if available or to a position comparable to the position and classification level prior to the leave period.

16.11 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Employer may grant:

- (a) leave with or without pay when circumstances not directly attributable to the employee prevent his or her reporting for duty.
- (b) leave with or without pay in addition to or other than those specified in the agreement.

16.12 Compassionate Care Leave with pay

a) Both parties recognize the importance of access to leave to provide care or support to a gravely ill family member with a significant risk of death.

b) For the purpose of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, fiancée, child (including child of spouse) stepchild, foster child or ward of the employee, grandparent, father-in law, mother-in law, and legal guardian, and relative permanently residing in the employee's household or with whom the employee permanently resides.

Subject to paragraph (b), an employee shall be granted leave with pay for the compassionate care of family in accordance with the following conditions:

- (i) an employee shall notify the Employer in writing the commencement date of such leave, unless, because of urgent or unforeseeable circumstances, such notice cannot be given;
- (ii) an employee shall provide the Employer a copy of a medical certificate as proof that the ill family member needs care or support and is at significant risk of death within twenty-six (26) weeks. A certificate from another medical practitioner, such as a nurse practitioner, is acceptable when the gravely ill family member is in a geographic location where treatment by a medical doctor is limited or not accessible, and a medical doctor has authorized the other medical practitioner to treat the ill family member.

- c) Leave with pay granted under this article shall be for a minimum period of one (1) week and a maximum of six (6) weeks. At the discretion of the Employer, additional leave with pay may be granted.
- d) If, during a period of sick leave, vacation leave or compensatory leave, an employee is advised of circumstances under which he or she would have been eligible for compassionate care leave without pay under paragraphs b) and c), the employee shall be granted compassionate care with pay and his or her paid leave credits shall be restored to the extent of any concurrent compassionate care leave with pay granted.

ARTICLE 17

SICK LEAVE

- 17.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 ¼) days for each calendar month for which the employee receives pay for at least ten (10) days.
- 17.02 An employee shall be granted sick leave with pay when he or she is unable to perform his or her duties because of illness or injury provided that:
- (a) the employee satisfies the Employer of this condition in such manner and at such time as may be determined by the Employer; and
 - (b) the employee has the necessary sick leave credits.
- 17.03 Unless otherwise confirmed by the Employer, a statement signed by the employee stating that because of illness or injury he or she was unable to perform his or her duties, shall, when delivered to the Employer, be considered as meeting the requirements of 17.02(a) if the period of leave with pay requested does not exceed five (5) consecutive days and the total number of days of sick leave with pay granted in a fiscal year does not exceed ten (10) cumulative days. The Employer may waive the above days based on individual circumstances.
- 17.04 When an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 17.02, sick leave with pay may, at the discretion of the Employer, be granted to an employee for a period of up to twenty-five (25) days, subject to the deduction of such advanced leave from any sick leave credits subsequently earned.
- 17.05 When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the same period, it shall be considered, for the purpose of the record of sick leave credits, that the employee was not granted sick leave with pay.

- 17.06 Where, in respect of any period of otherwise paid leave, an employee is granted sick leave with pay, the period of leave so displaced shall be taken at some other time to be approved by the Employer.
- 17.07 Sick leave credits unused by an employee shall be restored to an employee whose employment was terminated by reason of layoff within the two (2) year period from the date of layoff.

ARTICLE 18

JOB SECURITY

- 18.01 There shall be no contracting out of bargaining unit work.

ARTICLE 19

SEVERANCE PAY, LAYOFF AND RECALL

- 19.01 The Union shall be advised in writing, within thirty (30) days of the date the Employer receives confirmation of its annual budget allotments relevant to any program or services whether it plans to reduce its workforce as a result. It is understood this notice will outline the reasons for the workforce reductions, the location and number of employees affected. The Union will also be provided with a list of the budget areas and general timing of budget decisions in those areas that affect Band Council employment levels.
- 19.02 The parties will review possible alternatives to the workforce reduction.
- 19.03 There shall be no temporary or permanent lay off of any employee, who is employed in the bargaining unit provided the employee, agrees to be assigned or appointed to another vacant position. An employee who could be affected by a reduction in the workforce shall be offered assignment or appointment to any vacant position within the bargaining unit providing the employee has the qualifications and the ability to perform the normal requirements of the job. An employee will be offered a familiarization period. If an employee refuses an assignment or appointment to a position within the bargaining unit they shall be laid off with recall rights as provided for in this article.
- 19.04 In the event of a lay off, an employee with the least seniority in their classification will be laid-off first.
- 19.05 (a) Employees subject to lay off will be notified in writing at least (30) thirty days in advance of their lay off date.
- (b) During this notice period those employees will be granted leave

with pay for the purpose of being interviewed and examined by a prospective Employer and to such additional leave with pay for related travel.

- 19.06 Employees subject to lay off for an indefinite period shall have the option of:
- (a) accepting lay off, retaining the right of recall for up to (2) two years; or
 - (b) accepting termination from the Employer with full pay for the remainder of the notice period, waiving the right to recall by accepting severance pay outlined below; or
 - (c) in the event of a temporary lay off, an employee shall continue to be covered by the Group Benefit Plan as set out in Article 38 provided the employee continue to remits their contribution.
- 19.07 Any employee (s) displaced from their position as a result of 19.04 above will have the option of exercising their rights outlined in 19.06 (a) or (b) or of displacing an employee with less seniority within the bargaining unit provided the employee can demonstrate that they have the ability to perform the normal requirement of the job. The employee shall notify the Employer in writing of his or her intent to displace another employee within one (1) week of receiving notice that they are being laid off.
- 19.08 Employees who are displaced will become subject to the provisions of this article.
- 19.09 (a) Employees who have been laid off and have not accepted severance pay shall be entitled to recall in inverse order of lay off within their classification for a period of two (2) years from the date of lay off. Upon expiry of the recall period an employee shall receive severance pay if he or she had not been recalled.
- (b) An employee who is laid off shall have the right of recall for a period of two (2) years for any vacant or newly created bargaining unit positions of which the employee is qualified to perform. The employee will be granted a familiarization period as determined by the Employer
- 19.10 For lay off, or death, severance pay shall be calculated on the basis of the employee's weekly rate of pay on the last day of employment at the rate of one (1) week's pay for each year of service.

19.11 Elimination of Severance pay for Voluntary Separations

In an effort to reduce the financial burden of program budgets by issuing bulk payments of severance benefits to retiring employees, Esngenôpetitj First Nation is introducing a Severance pay benefits system that will acknowledge past service and future years of service as of the signing date of this agreement.

Severance benefits payable to an employee under this article shall be reduced by any period of continuous employment in respect of which the employee was already granted any type of termination benefit. Under no circumstances shall the maximum severance pay provided under clause 19.10 be pyramided.

For greater certainty, payments made pursuant to 19.12 and 19.13 shall be considered as a termination benefit for the administration of this clause.

Severance termination

- (a) All employees who have accumulated years of service for past years as of December 31, 2019 will be capped at the number of years of service they possess from the time of their hire but not exceeding the maximum of twenty (20) years, will be eligible to receive termination benefits as of the date of the signing of this agreement.
- (b) Beginning January 1st, 2020, for future years of service, an employee will no longer accumulate years of service for the purpose of severance pay.
- (c) Beginning January 1st, 2020, an employee shall be entitled to a severance payment equal to one (1) week's pay for each complete year of continuous employment and, in the case of a partial year of continuous employment, one (1) week's pay multiplied by the number of days of continuous employment divided by three hundred and sixty-five (365).

Terms of payment

19.12 Options

The amount to which an employee is entitled as per 19.11(a) shall be paid, at the employee's discretion, either:

- (a) As part of a 10 year payment plan as follows;

The employee will receive an annual payment based on the number of years of continuous employment multiplied by the rate of pay of the employee's substantive position divided by 10 years.

Example: An employee who has provided 15 years of service with a weekly rate of pay of \$436.86 will receive \$655.29 for ten years.

$$15 \text{ years} \times 436.86 = 6552.90 / 10 = \$655.29$$

(b) as a single payment at the time of the employee's termination of employment based on the rate of pay of the employee's substantive position at the date of termination of employment.

or

(c) as a combination of (a) and (b), pursuant to 19.13(c).

(d) TO BE ADDED BY EMPLOYER I.E. THE OPTION OF PROGRAM BUDGET FOR FULL SEVERENCE PAYOUT

19.13 Selection of option

- (a) The employer will advise the employee of his or her years of continuous employment no later than three (3) months following the official date of signing of the collective agreement.
- (b) The employee shall advise the Employer of the term of payment option selected within six (6) months from the official date of signing of the collective agreement.
- (c) The employee who opts for the option described in 19.12(c) must specify the number of complete weeks to be paid out pursuant to 19.12(a) and the remainder to be paid out pursuant to 19.12(b).

An employee who does not make a selection under 19.13(b) will be deemed to have chosen option 19.12(b).

ARTICLE 20

SENIORITY

- 20.01 (a) For employees who were in the bargaining units on October 25, 1999 (date of CIRB certificate), seniority shall mean length of service with the Employer.
 - (b) For all other employees, seniority means the length of service in the bargaining unit.
 - (c) Seniority shall commence from date of hire.
- 20.02 The seniority of a part-time employee shall be determined on a pro-rata basis in accordance with the proportion of full time hours worked.

- 20.03 When two or more employees commence work on the same day the procedure for establishing their relative seniority shall be the employee who commenced work at the earliest hour of the day.
- 20.04 (a) Seniority lists as described above consisting of the name and date of seniority of each employee shall be maintained and revised every six (6) months (January and July) by the Employer and posted on bulletin boards, as set out in Article 6.01, with a copy forwarded to the President of the Local Union.
- (b) An employee who feels that he/she is improperly placed on a seniority list shall have (60) sixty days from the posting date to file a grievance in accordance with the grievance procedure in this agreement.
- 20.05 (a) Employees temporarily appointed or on an acting assignment outside the bargaining unit shall retain and accumulate seniority not to exceed one (1) year from the date of appointment/assignment. Employees on leave for periods not to exceed one (1) year for purposes related to Articles 16.06, 16.07, 16.09, 16.10, 16.12, 17 and 35 shall retain and accumulate seniority.
- (b) No employees shall be transferred to a position nor required to perform any work outside their bargaining unit.
- 20.06 Any employee who resigns his/her position and within thirty (30) days is re-employed within the bargaining unit, and at the discretion of the Employer, shall be granted leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority.

ARTICLE 21

EMPLOYEE REVIEW AND EMPLOYEE FILES

- 21.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at the time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The purpose of the formal assessment is to measure an employee's work performance against established objectives given in advance in writing to

the employee prior to the assessment period, to assess strengths and weaknesses and to develop a plan of action with scheduled review periods in cases where an employee is assessed as not meeting the objectives.

- 21.02 (a) Prior to an employee performance review the employee shall be given the evaluation form which will be used for the review and any written document which provides instructions to the person conducting the review.
- (b) If during the employee performance review, either the form or instructions are changed they shall be given to the employee.
- 21.03 An employee has the right to make written comments to be attached to the performance review form
- 21.04 Upon written request of an employee, the personnel file of that employee shall be made available for their examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of their personnel file.
- 21.05 The Employer shall maintain one (1) personnel file for each employee. There shall be no disciplinary report or other document, relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee.

ARTICLE 22

PAY ADMINISTRATION

- 22.01 Employees shall be paid on a weekly basis (Thursday) at the rate of pay to which they are entitled as prescribed in Appendices A, B, C, D and E (Rates of Pay). The rate of pay in Appendices A, B, C, D and E shall become effective on the dates specified.
- 22.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.
- 22.03 An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.

22.04 An employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same incremental rate, if any, in their new position.

- a) (i) An employee who would suffer a reduction in their basic wage or salary rate as a result of being appointed to a lower-level position or the re-classification of their position shall have their wage or salary rate "red circled (protected)" in accordance with this Article.
(ii) Paragraph 22.05 (a) and 22.05(b) do not apply, and the employee appointed to a lower level position shall not have their salary rate "red-circled" (protected) in those instances where the appointment results from an employee initiated request or application for the lower level position.
- b) An employee shall continue to be paid the basic rate applicable to their old job classification. They will not be eligible to receive any increases until their "red circled rate" becomes equal to or less than the standard rate for their new job classification, after which their "red circling" shall come to an end and they shall be paid the standard rate for that classification.

22.05 Pay Increments

- (a) An employee holding a position for which there is a minimum and maximum rate of pay shall be granted pay increments until he or she reaches the maximum rate for the position. The pay increment period is the period identified in Appendices B, C, D and E.

A pay increment shall be in the range applicable to the position that is next higher to the rate at which the employee is being paid.

- (b) An employee appointed or reclassified to a position other than a higher rated position shall retain his or her increment date.
- (c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted his or her pay increment until he or she completes a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

22.06 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to his or her former position at the rate of pay to which he or she would have otherwise been entitled within the bargaining

unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

- 22.07 Where a pay increment and pay revision are affected on the same date, the pay increment shall be applied first.
- 22.08 When an employee is required by the Employer to perform duties of a higher rated classification level, in an acting capacity, the employee shall be paid acting pay calculated from the date on which he or she commenced to act.

ARTICLE 23

TRAVEL TIME, SCHEDULING & EXPENSES

- 23.01 Employees traveling for the purpose of conducting business on behalf of the Employer and at its direction will be reimbursed authorized expenses incurred.
- 23.02 The Employer agrees to provide advances for employees' expenses.
- 23.03 Time spent in transit shall be treated as time worked.
- 23.04 If an employee is required by the Employer to remain in travel status, but is not required to work on the employee's day of rest, the time will be considered as time worked and the employee will be given equivalent time off with pay the employee would have earned for that period of time so substituted.
- 23.05 For the purposes of this Agreement, traveling time is compensated for only in the circumstances and to the extent provided for in this Article.
- 23.06 The parties agree to be governed by the current Treasury Board Travel Directive.
- 23.07 Employees who attend mandatory training at the request of the Employer shall be reimbursed actual and reasonable dependant care expenses. The employee must be the sole caregiver of a dependant who is under eighteen (18) years of age or has a mental or physical disability, or where two (2) employees living in the same household are the sole caregivers of a dependant who is under eighteen (18) years of age or has a mental or physical disability, and both employees are required to attend training at the same time. The parties agree to be governed by the current amounts outlined in the Treasury Board Travel Directive, Requests for reimbursement shall be supported with appropriate receipts.

ARTICLE 24**SUSPENSION AND DISCIPLINE**

- 24.01 Where it appears during any meeting with an employee, that the nature of such meeting must change to an investigation which could result in the disciplining of that employee, that meeting must be immediately terminated and the following procedures will be implemented.
- 24.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning him/her, the employee is entitled to have, at their request, a representative of the Union attend the meeting.
- 24.03 No employee will be disciplined without just and sufficient cause. When an employee is suspended from duty, the Employer will notify the employee in writing of the reason for such suspension. The Employer will give such notification at the time of suspension or discharge. If the employee does not receive the written reason for such suspension or discharge, the employee shall be deemed to be Suspended with pay until the written notice is received.
- 24.04 Discipline, when imposed, shall be imposed in a timely manner. An employee shall be made aware of all disciplinary reports that have been placed on the employee's file. Where the employee has not been made aware of such a report within fourteen (14) days of the conclusion of the investigation, then no such report shall be introduced as evidence in a hearing relating to disciplinary action. An employee shall receive a copy of any disciplinary report or written reprimand placed on the employee's file.
- 24.05 If an employee files a grievance against a written reprimand, suspension, or discharge in accordance with the grievance procedure (Article 27), the Employer will postpone that disciplinary action until the grievance is resolved except when the Employer has determined that there has been a theft, breach of trust or serious misconduct.
- 24.06 The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to discharge.
- 24.07 In cases of written reprimand, suspension or dismissal, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of the related written report shall be forwarded under confidential cover to the Local President.

24.08 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after one (1) year provided that no other disciplinary action has occurred. If the other disciplinary action has been noted in the employee's file the record shall be maintained for two (2) years.

24.09 Grievances relating to Suspension or discipline shall be filed at step 2 of the grievance procedure. If the grievance is not satisfactorily settled at step 2, then the grievance may be referred to Expedited Arbitration in accordance with Article 27.

24.10 Whistle blowing protection

No employee will be disciplined for reporting any abuse by the Employer or any representative of the Employer.

ARTICLE 25

HEALTH AND SAFETY

25.01 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

The Union, in cooperation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.

Employees are responsible for taking the necessary measures to ensure their health, safety and physical well-being.

The Employer will welcome suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out training procedures and techniques designed or intended to prevent or reduce the risk of employment injury pursuant to the Canada Labour Code.

25.02 The Employer and the Union agree that work practices shall be governed by the Canada Labour Code and its regulations. The Employer may develop and issue safe practice regulations in consultation with the Health and Safety Committee.

Joint Health and Safety Committees

25.03 (a) The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, joint health and safety committees will be formed and will operate in accordance with the provisions of the Canada Labour Code, Part II.

- (b) (i) The employees appointed to the Joint Health and Safety Committee shall perform the duties assigned to them without loss of salary or benefits.
- (ii) Union representatives on Health and Safety Committees shall be provided the necessary training in order to carry out their responsibilities as required by the *Canada Labour Code, Part II* and the Collective Agreement. All time spent in such training shall be deemed to be time at work.
- (iii) Union representatives on the Health and Safety Committees shall be entitled to time off from work with no loss of earnings to attend seminars, conferences, courses sponsored by government agencies or the Union where such courses give instruction or upgrading on health and safety matters.

25.04 When any employee notes that the quality of the work environment is deteriorating, they are obliged to inform the Employer without delay in writing, or orally if they believe the situation is urgent.

Accordingly, the Employer shall:

- (a) (i) carry out the necessary inspection, analysis and investigations in the presence of a Union representative, and provide them with a copy of the report arising from these inspections, analyses and investigations;
- (ii) place the matter on the agenda of the next meeting of the Joint Health and Safety Committee.
- (b) Any investigation report arising from the examination of a problem will be sent to the Local of the Union.
- (c) If the Union is not satisfied with the results of the investigation report it may request that the Joint Health and Safety Committee conduct another investigation.
- (d) A Union representative must be present at all investigations or inspections rising under paragraph (c) of this clause.

25.05 The Employer agrees to provide at no expense to the employee appropriate transportation to the nearest physician or hospital and from there to his/her home or place of work depending on the decision of the attending physician when such services are immediately required for an employee as a result of:

- (a) injury on the job, or,
- (b) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local of incidents of this nature.

25.06 The Employer will assume the costs of training employees designated as First Aid Attendants. Employees selected for first aid training will be granted time off with pay to attend first aid courses. Current certificates covering First Aid and CPR will be provided.

25.07 Lifting

As provided in the *Canada Labour Code, Part II*, the Employer will provide any employee required to lift by hand any object weighing in excess of ten (10) kilograms with instructions and training in the manual handling of materials.

25.08 Right of Refusal

- (a) An employee has the right to refuse to do particular work if the employee has reasonable grounds to believe that the performance of this work will endanger their health, safety or physical well-being, or may similarly endanger another employee.
- (b) The employee may not, however, exercise the right granted to him/her under paragraph 25.08 (a) if the refusal to perform this work places the life, health, safety or physical well-being of another person in immediate danger or if the danger that could justify the refusal is inherent in the kind of profession, trade or occupation exercised by the employee.

When an employee refuses to do particular work in accordance with Article 25.08(a):

- i) the employee shall inform his/her supervisor and the Alliance representative without delay;
- ii) the employee shall suffer no loss of salary during the period for which he/she withdraws their services;
- iii) the employee is entitled to be present while the investigation provided for hereinafter is conducted;

- iv) until the situation is remedied, no other employee may be assigned to use or operate the machine, apparatus, material or object, or be assigned to the part of the work which is the subject of the investigation, unless it is this person's duty to establish safe conditions;
- v) until the situation giving rise to the refusal to work is corrected, the Employer may assign temporarily the employee to another job providing that it is similar to their own, that the employee does not suffer any loss of salary and that such an assignment does not violate the provisions of the collective agreement.

Administration of Legislation

25.09 Any right or benefit not stipulated in this Article and conferred on the employees of the Employer by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace is incorporated by reference into this article.

25.10 Protection for Pregnant or Breast-feeding Worker

An employee who is pregnant or breast-feeding has the right to stop work without loss of pay for the period of leave beginning with the pregnancy to the end of the 24th week following the birth as indicated by the medical certificate provided by the doctor of the employee's choice if by reason of the pregnancy or nursing continuing any of her current functions may pose a risk to her health or that of the fetus or child.

The Employer shall consider any request for re-assignment and/or job modification in consultation with the Union and, where reasonably practical, shall modify the employee's job functions or re-assign her.

An employee's request to be re-assigned must be accompanied by a medical certificate supplied by a doctor of the employee's choice stating the duration of the potential risk and the activities or conditions to avoid in order to eliminate the risk.

The employee will be granted a leave of absence with pay at her regular rate of pay for the duration of the risk period as indicated by the medical certificate until the Employer:

- (a) modifies her job functions or reassigns her, or
- (b) informs her in writing that it is not reasonably practicable to modify her job functions or to reassign her.

- 25.11 The Employer shall provide the employee with immunization against communicable diseases where there is a risk of incurring such diseases in the performance of their duties.
- 25.12 The Employer shall provide safety footwear and protective clothing and equipment that are required in the performance of the employee's duties. Where protective clothing is supplied, the Employer agrees to furnish, replace or repair any such damaged clothing.
- 25.13 A Video Display Terminal (VDT) Operator who is required to work at a VDT for twenty-five percent (25%) or more of the normal work week, may have their eyes examined once per year. The Employer shall pay the costs of such examination or tests where not covered by a medical plan.
- 25.14 Where the Employer requires an employee to undergo an occupational health examination by a qualified practitioner, satisfactory to the Employer, such examination will be conducted at no expense to the employee. An employee shall be granted leave without loss of pay to attend the examination.
- 25.15 The Employer shall provide a smoke-free work environment in all of its buildings.
- 25.16 Medical Certificates
- (a) The Employer may require that employees obtain medical certificates from a physician confirming they are healthy enough to perform tasks for positions which require strenuous physical exertion or where employees work in an isolated area where medical assistance will not be readily available.
 - (b) The medical certificates required in 25.16(a) will require the attending physician to certify that the employee is healthy enough to perform the tasks described in the certificate or attached to the certificate as a schedule "A" which schedule "A" the physician will also sign and date.
 - (c) The Employer will consult with the union on the designation of positions requiring medical certificates and the development of the documents referred to in Article 25.16(b).
 - (d) The first choice of physician to complete the certificate will belong to the employee but where the Employer reasonably believes that an attending physician is not complying with the spirit and intent of this provision the Employer may require a certificate provided by a physician chosen by the Employer.
 - (e) The costs, if any, of obtaining a certificate will be borne by the Employer.

ARTICLE 26**STAFFING PROCEDURES**

- 26.01 The Employer shall post all vacancies and newly created positions in the bargaining units (hereinafter referred to as "Job Opportunities").
- 26.02 Job opportunities will be open to all Esgenoôpetitj band members and bargaining unit members who are Esgenoôpetitj band members. In the event no candidate meets the requirements of the job opportunity, the search will be open to all remaining bargaining unit members. In the event that no candidate meets the requirements of the job opportunity an external search will be carried out. A copy of the job posting(s) will be forwarded to the President of the Local.
- 26.03 The postings shall be for a minimum of fourteen (14) calendar days and the postings shall indicate the closing date. The designated posting areas will be the bulletin boards in the locations specified in Article 6.
- 26.04 The posting notice shall contain the requirements and the salary of the job opportunity. In this Article, "requirements" means qualifications (including license, certification or trades tickets) skills, abilities and experience.
- 26.05 The requirements contained in the posting shall be fair and reasonable in relation to the job opportunity.
- 26.06 The poster shall be forwarded to the Union prior to posting.
- 26.07 (a) All employees who apply for a job opportunity shall be considered to be candidates in the selection process.
- (b) The candidates for the job opportunities will be evaluated according to the posted requirements. In filling the job opportunity, the position shall be awarded based on the requirements. Where the candidates are equal according to the requirements, the candidate with the greater seniority will receive the offer.
- (c) Where an external search is carried out in accordance with Article 26.02, and where the candidates are found to be equal according to the requirements, the Employer shall be entitled to hire the candidate from the Esgenoôpetitj (Burnt Church) First Nation in preference to any others.
- 26.08 Employees who participate in a selection process for a position with the Employer will be provided time with pay for the period during which their presence is required for purposes of the selection process including a post-board interview.

- 26.09 Candidates shall be advised in writing of the result of the competition and the name of the successful candidate will be posted.
- 26.10 Unsuccessful candidates may request a post board interview for feedback. Post board feedback will be normally provided by one or more board members within two weeks of the issuance of the results. The post board interview will answer why an employee was not considered or chosen for the job. If required, suggestions for further assistance on interviewing techniques will be provided.
- 26.11 Trial Period
- (a) All promotions and voluntary transfers are subject to a ninety (90) calendar day trial period.
 - (b) Conditional upon satisfactory performance, an employee shall be appointed to the position after the trial period.
 - (c) During the trial period, if the employee proves to be unsatisfactory in the new position or if the employee wishes to revert to their former position, the employee shall be returned to either their former position, or an equivalent position and rate of pay without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions may also be returned to their former position and rate of pay without loss of seniority.

ARTICLE 27

GRIEVANCE PROCEDURE

- 27.01 The Employer and the Union agree that discussions should occur between employee(s), Union representatives and the Employer representative when problems or differences arise in an attempt to resolve problems and differences. This grievance procedure is not intended to preclude any discussion between employees, Union representatives and Employer representatives. Where discussions relating to problems or differences occur, the time limits in the complaint step will be extended by the appropriate number of days.
- 27.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and/or the Union, or between the Employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation including the transfer legislation. Grievances involving the interpretation, application, operation or any alleged violation of the agreement must have the approval and support of the bargaining agent.

- 27.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays and holidays shall be excluded. In the case of employees working in operations where the days of rest are other than Saturdays and Sundays, then their days of rest shall be excluded. If the time limits set out in the complaint step, Step 2, or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 27.04 Employees shall have the right to be represented by the Union at any step of the grievance procedure. The employee(s) and the Union representative(s) shall be given leave with pay to attend such meetings. At either the Complaint Step or Step 2, the Employer representative may be assisted by a Human Resources Representative. The Union shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 27.05 If the Employer fails to meet a time limit, the Union, at its option, may either advance the grievance to the next step or await the Employer's response, in which case no time limit shall apply against the Union until it has received the Employer's response.
- 27.06 The employee(s) shall be advised by the Employer of their right to have a union representative present at any disciplinary meeting or at any meeting held with bargaining unit employee(s) to investigate alleged misconduct of the employee(s).

Steps of the Grievance Procedure

Complaint:

Within twenty five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the Union may submit a written complaint to the Employer representative.

Within ten (10) days of the receipt of the complaint the Employer representative shall meet and provide a written response to the employee(s) and the Union representative.

In calculating the twenty five (25) day period referred to above only days during which the employee(s) is actively at work shall be counted. Where an employee(s) commences a leave period during the then twenty five (25) day period, calculation of the time in which the employee(s) has submitted the complaint will be suspended. Upon return to work the employee shall have the balance of twenty five (25) day period as calculated above in which to submit the complaint.

Step 2:

If a satisfactory settlement has not been obtained under the complaint, employee(s) and or the Union representative may within ten (10) working days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the Employer representative designated as Step 2 with a copy to Human Resources. This designated Employer representative shall call a meeting and render a decision within ten (10) working days of the receipt of the grievance.

Step 3 - Arbitration:

If the grievance is not satisfactorily settled under Step Two (2), then the grievance may be referred to arbitration, within twenty five (25) days of the expiry of the time limits set out in Step Two (2).

- (a) The Parties agree that a single Arbitrator shall be used as provided for under the Canada Labour Code. The Employer and the Union shall make every effort to agree on the selection of the Arbitrator within (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.
- (b) In the event that the parties fail to agree on the choice of an arbitrator, they shall forthwith request the Minister of Labour to appoint an arbitrator.
- (c) The arbitrator shall have all the powers vested in it by the Canada Labour Code, including, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just and reasonable in the circumstances, including compensation for lost income and benefits. The Arbitrator shall render their award within a reasonable period, as agreed to by the parties.
- (d) The Arbitrator's decision shall be final and binding on both parties.
- (e) Each party shall bear one-half (1/2) the cost of the arbitrator.
- (f) The Arbitrator shall not change, modify or alter any terms of this agreement.

Expedited Arbitration

The parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure.

Procedure

- (a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- (b) The Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- (c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) working days of the date of the hearing;
- (d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) working days of the date of the hearing;
- (e) The decision of the Arbitrator shall not constitute a precedent;
- (f) Such decisions may not be used to alter, modify or amend any part of the Collective Agreement, nor should any decision be incompatible with the provisions of the Collective Agreement;
- (g) Such decisions from the expedited format shall be final and binding upon the parties;
- (h) The Arbitrator shall be chosen by mutual agreement between the parties.

ARTICLE 28**HOURS OF WORK, INCLUDING REST PERIODS,
MEAL PERIODS AND DAYS OF REST**

- 28.01 The Employer shall schedule the hours of work and establish shift schedules for all employees.
- 28.02 The Employer shall post the schedule in locations specified in Article 6.01 which shall remain in effect for a period of not less than one (1) month. Working schedules shall be posted at least fifteen (15) working days in advance of the starting date of the new schedule.

28.03 All Employees will work up to:

- (a) Thirty-seven and one half (37.5) hours per week, five (5) consecutive days per week consisting of consecutive hours per day exclusive of a one hour lunch period, scheduled from 8:30 a.m. to 4:30 p.m., Monday to Friday inclusive with Saturday and Sunday as scheduled days of rest. Summer hours will be 8:00 a.m. to 4:00 p.m.
- (b) It is recognized that some employees may because of their work be scheduled at times other than those instances in Article 28.03(a), however, in no instance shall their hours of work exceed thirty-seven and one half (37.5) hours per week.
- (c) Notwithstanding paragraph (a) the hours of work for employees in the departments of forestry, fisheries and home and care community will be up to forty (40) hours per week.
- (d) Teacher aides, special needs attendants, education workers will work the same schedule and hours of work as those set out in Schedule "A" (Education/Teacher)
- (e) Extra hours in any particular classification will first be offered according to seniority to those employees who work less than those hours as set out in paragraph (a), (b), (c) and (d).

28.04 Upon request of an employee and with the concurrence of the Employer, an employee may work flexible hours on a daily basis. The implementation of any variation in hours shall not result in any additional overtime.

28.05 Rest and Meal Periods

- (a) The Employer will provide two (2) rest periods of fifteen (15) minutes each per full working day, with one in the morning and one in the afternoon, except in exceptional circumstances where operational requirements do not permit. In such cases the Employer and the employee shall agree on an alternative rest period.
- (b) The meal period shall be normally of a duration of one hour. Alternate duration's are possible, upon mutual consent of the Employer and the employee.
- (c) It is recognized that at certain times, operations may require employees to remain on the job for the full seven and one half (7.5) hour work day. In these cases such employees will make the request within the week the extra time is worked and the employee will be given equivalent time off at a time agreed to between the Employer and the employee.

ARTICLE 29**OVERTIME**

- 29.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on equitable basis among readily available qualified employees.
- 29.02 Except in cases of emergency, call back or mutual agreement with the employee, the Employer shall give as much notice as possible, but no less than two (2) hours notice of any requirement for overtime work.
- 29.03 Overtime shall be compensated on the following basis:
- (a) time and one-half (1 ½) for each hour worked in excess of the employee's scheduled daily hours;
 - (b) an employee who reports for work as directed on a day of rest shall be paid for the time actually worked, or a minimum of three (3) hours pay.
- 29.04 Overtime shall be:
- (a) compensated in equivalent time off with pay;
 - (b) the Employer shall grant compensatory leave with pay at times convenient to the employee and the Employer.

ARTICLE 30**REPORTING, CALL- BACK AND STANDBY PAY**

- 30.01 An employee who reports for work on his/her scheduled working day shall be paid for the time actually worked, or a minimum of three (3) hours pay at straight time, whichever is the greater.
- 30.02 If an employee is required to work or is called back to work and returns to work:
- (a) on a designated paid holiday which is not the employee's scheduled day of work, or
 - (b) on the employee's day of rest, or
 - (c) after the employee has completed their regularly scheduled work day and has left their place of work, or

(d) from standby duty,

the employee shall be paid the greater of:

(i) the minimum of three (3) hours pay at the applicable overtime rate, or

(k) compensation at the applicable overtime rate for time worked.

30.03 An employee designated by letter or by list for stand-by duty shall be available during their period of stand-by at a known telephone number and be available to return for duty as quickly as possible if called. In designating employees for stand-by, the Employer will endeavor to provide for the equitable distribution of stand-by duties.

30.04 The Employer agrees that in the areas and in the circumstances where electronic paging devices are both practicable and efficient they will be provided without cost to those employees on standby duty.

30.05 When an employee is called back to work and is required to use transportation services other than normal public transportation, they shall be reimbursed transportation costs in accordance with the provisions of the Employer's Travel Directive (as set out in Article 23 - Travel Time, Scheduling & Expenses).

ARTICLE 31

WASH - UP TIME

31.01 Where due to the nature of work there is a need, wash up time will be permitted at the direction of the Employer.

ARTICLE 32

PROFESSIONAL MEMBERSHIP, REGISTRATION AND LICENCE FEES

32.01 The Employer shall reimburse an employee for their payment of membership, professional dues/fees, liability insurance, and registration fees (not including driver's licenses) to an organization or governing body when the maintenance of such membership, professional dues or fees is a requirement of the performance of the duties of their position as required by the Employer.

ARTICLE 33**JOINT-UNION MANAGEMENT CONSULTATION COMMITTEE**

- 33.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 33.02 Upon request of either party, the parties to this agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions and employment or working conditions not covered by this agreement.
- 33.03 The Employer agrees to give the Union reasonable opportunity to consider and to consult meaningfully and constructively prior to introducing new or changing policies affecting conditions of employment or working conditions not governed by the Agreement.
- 33.04 The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind either the Union, the employees or the Council to any conclusions reached in their discussions.
- 33.05 The Employer will grant leave without loss of pay to employees attending joint consultation meetings.
- 33.06 This Committee shall alternate the chair between representatives of the Alliance and management at each meeting.

ARTICLE 34**AGREEMENT RE-OPENER**

- 34.01 This agreement may be amended by mutual consent.

ARTICLE 35**EDUCATION LEAVE AND CAREER DEVELOPMENT LEAVE**

- 35.01 The Employer recognizes the usefulness of education leave and will provide an equitable distribution of such opportunities. Upon written application by the employee and with the approval of the Employer, an employee may be granted education leave without pay for varying periods of up to one (1) year, which can be renewed by mutual agreement, to attend a recognized institution for studies in some field of education in which preparation is needed to fill the employee's present role more adequately or to undertake studies in some field in order to provide a service which the Employer requires or is planning to provide.
- 35.02 At the Employer's discretion, an employee on education leave without pay under this article may receive an allowance in lieu of salary of up to 100% of the employee's annual rate of pay, depending on the degree to which the education leave is deemed, by the Employer, to be relevant to the organizational requirements. Where the employee receives a grant, bursary or scholarship, the education leave allowance may be reduced by an amount no greater than the grant, bursary or scholarship.
- 35.03 Allowances already being received by the employee may at the discretion of the Employer be continued during the period of the education leave. The employee shall be notified when the leave is approved whether such allowances are continued in whole or in part.
- 35.04 As a condition of the granting of education leave without pay, an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the services of the Employer for a period of not less than the period of the leave granted.
- (a) If the employee (except with the permission of the Employer) fails to complete the course; or
 - (b) does not resume employment with the Employer on completion of the course; or;
 - (c) ceases to be employed except by reason of death or layoff, before termination of the period they have undertaken to serve after completion of the course, the employee shall repay the Employer all allowances, or; such lesser sum as shall be determined by the Employer paid to them under this article during the education leave.

- 35.05 (a) Career development refers to an activity which is likely to be of assistance to the individual in furthering his or her career development and to the organization in achieving its goals. The following activities shall be deemed to be part of career developments.
- i) a course given by the Employer;
 - ii) a course offered by a recognized academic institution;
 - iii) seminar, convention or study session or professional development, teacher/subject council meeting in a specialized field directly related to the employee's work;
 - iv) upon request of an employee, tuition or fees associated/incurred as above may be paid by the Employer.
- (b) Upon written application from the employee, and with the approval of the Employer, career development leave with pay may be given for any one of the activities described in sub-clause 35.05 (a) above.
- 35.06 Examination leave with pay will be granted to an employee for the purpose of writing an examination that takes place during the employee's scheduled hours of work.

ARTICLE 36

TECHNOLOGICAL CHANGE

36.01 In this Article "Technological Change" means:

- (a) the introduction by the Employer of equipment or material of a different nature than that previously utilized; or
- (b) a change in the Employer's operation directly related to the introduction of that equipment or material.
 - 1) Both parties recognize the overall advantages of technological change and will, therefore, encourage and promote technological change in the Employer's operations. Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.
 - 2) The Employer agrees to provide as much advance notice as is practicable but, except in cases of emergency, not less than one hundred eighty (180) days written notice to the Alliance of the

introduction or implementation of technological change when it will result in significant changes in the employment status or working conditions of the employees.

- 3) The written notice herein will provide the following information:
 - (a) the nature of the technological change,
 - (b) the date(s) upon which the Employer proposes to effect the technological change,
 - (c) the approximate number, type, and location of employees likely to be affected by the change,
 - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected,
 - (e) all pertinent data relating to the anticipated effects on employees.

36.02 Once the Employer has given the Union the notice described in 36.01(b)2 the Employer shall, on the request of the Union, provide a statement in writing setting out:

- (a) a detailed description of the nature of the proposed technological change;
- (b) the names of those employees who will initially be likely to be affected by the proposed technological change; and,
- (c) the rationale for the change.

36.03 During the notice period described in Article 36.01(b)2 the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of technological change. Where such consultations involve technological change that is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

36.04 When, as a result of technological change, the Employer determines that an employee requires new skills or knowledge in order to perform the duties of the employee's substantive position, the Employer shall provide the necessary training during the employee's working hours without loss of pay and at no cost to the employee.

ARTICLE 37**JOB DESCRIPTIONS**

37.01 Upon written request, an employee shall be given a complete and current statement of the duties and responsibilities of their position. When an employee is hired or re-assigned to another position in the Bargaining Unit, the Employer shall provide the employee with a current and accurate written statement of the duties of the position to which they are assigned.

ARTICLE 38**GROUP BENEFIT PLANS**

38.01 The Employer agrees to continue the current group benefit plan for employees of Esgenoôpetitj (Burnt Church) First Nation including the current percentage (%) contributions and further agrees not to amend the plan or premium percentage cost sharing unless mutually agreed.

38.02 The actual text of the Health and Benefit Plan documents registered with the regulatory authorities shall govern in all situations requiring clarification or interpretation of the terms of the plan(s).

The provisions of this plan are contained in contract No.:

- (1) GA 10106-1-RPP Pension Plan – Clarica dated January 1st, 2001;
- (2) 17615-G – Sun Life Financial Life Insurance – AD&D Dependent Life – Long term Disability
- (3) 007428-000 – Blue Cross
The Employer is responsible for the administration of the above plans.

38.03 Grievances in regard to the above plans shall be filed in accordance with Article 27 of this Collective Agreement.

38.04 The terms of the pension plan are subject to the Federal Pension Standard Act (PBSA).

ARTICLE 39

MODIFIED DUTIES

- 39.01 When an employee is unable to perform their regular job due to non occupational / accident or illness, the Employer and the Union agree to work together to find suitable alternative work for the employee within the Bargaining Unit.
- 39.02 A modified transitional work program shall be jointly established and maintained to assist in accommodating all employees with occupationally and non-occupationally related disabilities.

ARTICLE 40

SOCIAL JUSTICE FUND

- 40.01 The Employer agrees to contribute five hundred dollars (\$500.00) per year during the life of this agreement to the PSAC Social Justice Fund.

ARTICLE 41

CLOTHING ALLOWANCE

- 41.01 The employer agrees to reimburse employees who work as Home and Community Care Workers up to a maximum of \$100 per employee per year for the purchase of work shoes and scrubs. Employees will be reimbursed upon production of receipts for the above noted items. Employees shall wear the appropriate apparel while on duty.

ARTICLE 42

DURATION AND RENEWAL

- 42.01 The terms of this Agreement shall be from April 1, 2019 to March 31, 2023. The wage schedules contained in Appendices A, B, C, D and E are hereby incorporated into the Collective Agreement and take effect on April 1, 2019. All changes agreed to become effective on date of ratification.
- 42.02 Where notice to amend this Agreement is given under Article 42.03, the provisions of this Collective Agreement shall remain in effect during negotiations for its renewal until a new agreement becomes effective.

42.03 Notice to Bargain


Within four (4) months preceding the expiry of this Agreement either party may by written notice require the other party to commence bargaining. Negotiations shall commence within sixty (60) days of such notice unless mutually agreed to by the parties.

This agreement will be binding upon not only the parties hereto mentioned but also their respective successors.


Signed this 24th day of June, 2020.

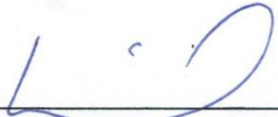
On behalf of Esgeñoôpetitj
First Nation Government

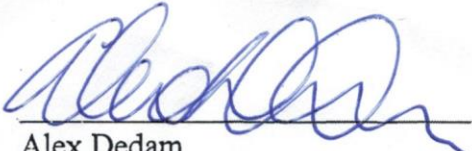
On behalf of the Public Service
Alliance of Canada



Alvery Paul
Chief


Colleen Coffey
PSAC Regional Executive Vice -
President – Atlantic

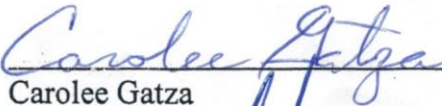

Clark Dedam



Rhonda Somerville

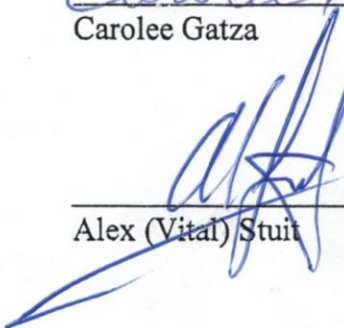

Alex Dedam

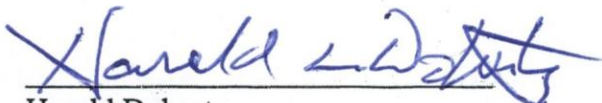

Janice Martin

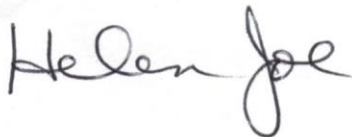

Ashley Dedam


Carolee Gatza


Chi Larocque


Alex (Vital) Stuit


Harold Doherty



LETTER OF UNDERSTANDING #2
Esgenoopetitj First Nation Government
And
The Public Service Alliance of Canada

The parties recognize and support the principle of equal pay for work of equal value.

Classification Review Procedure

1.01 The positions and job ratings covered by this Agreement shall be those listed in Appendix A of this Agreement.

1.02 A Joint Maintenance Committee (JMC) consisting of two (2) representatives of both the Employer and the Union shall be responsible for maintaining the integrity of the classification system implemented effective April 1, 2017.

1.03 JMC will make decisions by consensus and all effort will be put in place by committee members to reach consensus.

1.04 If a new position is created during the life of this agreement, or there is a significant change in the level of duties, responsibilities, or qualifications required of an existing position ("modified job"), the Band Manager shall forward a request for review to the JMC within fourteen (14) working days to determine the appropriate job rating for the new or modified position. The Band Manager will also provide the JMC any job-related information required by the JMC to evaluate the request.

1.05 Where the Union and/or an employee(s) believes that the employee(s) has been unfairly or incorrectly classified, the employee and/or the Union may submit the matter for review to the JMC for decision ("review request").

1.06 A request for classification review will be sent to the Band Manager in writing by an employee(s) or the Union. The Band Manager will provide the request for classification review to the JMC within fourteen (14) working days, as well as the point evaluation by factor, point total, rationale, job questionnaire, and salary band and rate of pay, for the JMC's review.

1.07 The JMC shall meet within 30 days of receiving the request for classification review to decide on the request.

1.08 Pending determination of the appropriate rating, the Employer may set an interim wage rate for a new or modified position.

1.09 When evaluating new positions, modified positions, or reclassification requests, the JMC shall apply job evaluation methodology that was used in establishing the new classification system.

1.10 The JMC will confer with both the employee(s) and the employee(s)' non-union manager at the review hearing. The employee(s) will be entitled to meet with a Union Representative and to be represented by the Union at the appeals hearing.

1.11 In addition to the official job questionnaire and job description, further evidence as to the duties and responsibilities assigned and performed by the employee(s)' shall be considered relevant.

1.12 A JMC member will not participate in the review of their own position classification.

1.13 If the JMC cannot reach consensus, the JMC will meet again within 30 days to attempt to reach consensus.

1.14 A decision reached by the JMC shall be final and binding.

1.15 The JMC shall meet as required and each party shall be responsible for the expenses of its members.

1.16 All time limits set out in this procedure may be extended by mutual agreement and such agreement shall be in writing. In calculating all time limits, Saturdays and Sundays and designated holidays shall be excluded.

1.17 In no event shall the process outlined exceed six (6) months.

The Letter of Understanding shall be deemed to form part of the collective agreement upon ratification.

LETTER OF UNDERTANDING #3

between

ESGENOÔPETITJ (BURNT CHURCH) FIRST NATION GOVERNMENT

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Letter of Understanding between the Esgenoôpetitj First Nation Government and the Public Service Alliance of Canada concerning the joint development of a Workplace Harassment Policy.

Whereas it is in the interest of all parties to ensure a workplace that is free of harassment of all kinds, personal, physical and/or sexual, therefore the Esgenoôpetitj First Nation Government and the Public Service Alliance of Canada agree that they will meet regularly to jointly establish a workplace harassment policy as soon as possible.

LETTER OF UNDERTANDING #4

between

ESGENOÔPETITJ (BURNT CHURCH) FIRST NATION GOVERNMENT

and

THE PUBLIC SERVICE ALLIANCE OF CANADA

Letter of Understanding between the Esgenoôpetitj First Nation Government and the Public Service Alliance of Canada concerning the joint development of a Classification System.

The Esgenoôpetitj First Nation Government and the Public Service Alliance of Canada agree that they will meet to jointly establish a Classification study to be completed by March 31, 2013.

The Employer, Esgenoopetitj First Nation, and the Union, the Public Service Alliance of Canada also agree that they will enter into discussions regarding positions which may be deemed to be confidential or managerial exclusions following the conclusion of the joint Classification study. Any agreement reached will be forwarded as a joint application to the Canadian Industrial Relations Board (CIRB) for modification of the certificate issued by the CIRB dated October 25, 1999.

Letter of Understanding #5

Esgenoôpetitj First Nation Government (“EFN”) and Public Service Alliance of Canada
(PSAC)

Re: Job Evaluation Plan

Esgenoôpetitj First Nation Government (“the employer”) and PSAC (“the union”) agree to the following:

1. The parties agree that the attached Job Evaluation Plan (Esgenoôpetitj Job Evaluation Plan as amended February 2017) will be the classification plan to be implemented for the Esgenoôpetitj First Nation Government – PSAC bargaining unit. The effective date of the Job Evaluation Plan is April 1, 2017.
2. The Job Evaluation Pan shall not be amended without the agreement of both parties.

This Letter of Understanding shall be deemed to form part of the Collective Agreement.

**Agreed upon Proposal language and positions between the PSAC (Union)
and
Esgenoôpetitj First Nation (Employer)**

Letter of Understanding #6

between

Esgenoôpetitj First Nation Government
and
Public Service Alliance of Canada (PSAC)

Letter of Understanding between the Esgenoôpetitj First Nation Government (“the Employer”) and PSAC (“the Union”) concerning the joint development of both a:

1/ Domestic Violence in the Workplace policy; and

2/ Marijuana (cannabis) use in the workplace policy.

The employer, Esgenoôpetitj First Nation, and the Union, the Public Service Alliance of Canada agree to enter into discussions regarding the above. Such discussions shall take place utilizing the Joint-Union management consultation committee during the life of this agreement.

SCHEDULE "A"**EDUCATION/TEACHER**

1. Hours of Instruction

The number of hours of instruction exclusive of noon shall be:

- (a) For the first three (3) years of the elementary school (including Kindergarten) minimum four (4) hours, maximum four and one-half (4 ½) hours;
- (b) For the remaining years of elementary school and middle school hours of instruction shall be a minimum of five (5) hours to a maximum of five and one-half (5 ½) hours.
- (c) For the high school years shall be a minimum of five and one-half (5 1/2) hours to a maximum of six (6) hours.
- (d) The teachers recognize that their responsibility to their pupils and their profession require the performance of duties that may involve time beyond the hours of instruction described above.

2. Preparation Period

Where local circumstances permits, teachers shall be allowed, within the hours of instruction during which teachers are required to teach and students are required to remain in class, a minimum of one preparation per day not less than thirty-five (35) minutes per day or an equivalent amount of preparation time based on a longer time period.

Teaching Principals of schools of eight (8) or more teachers and all Vice-Principals shall be allowed, in addition to the preparation period specified in the above paragraph, at least one period per day or an equivalent amount of time based on a longer time period to carry out the duties associated with their position.

3. Length of the School Year

- (a) The school year shall begin on the first day of September and end on the 31st day of August.
- (b) The total number of teaching days in a school year shall not exceed one hundred and ninety-five (195) days. The total number of one hundred and ninety-five (195) teaching days shall include if applicable;
 - i) days during which the school, in which the teacher is regularly employed with, closed due to inclement weather;

- ii) days during which school was closed by Employer;
 - iii) days during which school was closed by Medical Health authorities;
and
- (c) When a school is closed pursuant to i) to ii) the teachers in the school are not required to be in attendance.
 - (d) When a school is closed pursuant to clause iii), the teachers in that school are not required to be in attendance unless circumstances necessitated the temporary transfer of the students of that school to another facility in which case, the teachers may be required to attend at that facility.
4. Emergencies
- (a) Teachers will be given at least one day to set up classrooms in the case of moving to another facility.
 - (b) In a case of fire, flood or other emergencies in the existing building, teachers will be given required time to clean-up and re-establish the classroom.
 - (c)
5. Class Size
- a)
 - i) Whenever reasonably practicable the normal class size shall be thirty (30) pupils. No class size shall exceed thirty-three (33) pupils.
 - ii) Notwithstanding Clause (i), the maximum class size for grades 4-6 inclusive shall be thirty-two (32) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty-three (33) pupils.
 - iii) Notwithstanding Clause (i), classes exceeding thirty-three (33) pupils shall be allowed when formed by the grouping of other classes for team teaching or similar purposes. The Employer agrees that the application of Clause (iii) is subject to the modifications outlined in Clauses (ii), (iv), (v) and (vi).
 - iv) Notwithstanding Clause (i), it is agreed that the maximum class size for Grades 1 and 2 shall be twenty-five (25) pupils.

- v) Notwithstanding Clause (i), the maximum class size for Grade 3 - Grade 8 shall be thirty (30) pupils; however, if unforeseen circumstances arise, the maximum class size may be increased to thirty-one (31) pupils.
 - vi) The maximum class size for kindergarten shall be twenty-five (25) pupils.
- b) Where possible and as determined by the Employer, nursery, kindergarten and grade one may be provided with teachers-aides.
 - c) If necessary to combine two (2) grades with one teacher the maximum class size will be as follows:
 - (1) grades 1-3 = twenty-four (24) students
 - (2) grades 3-5 = twenty-seven (27) students
 - (3) grades 5-8 = twenty-eight (28) students

6. Replacement of Absent Teachers

The Employer will make a reasonable effort to ensure that supply teachers are made available to replace absent teachers. A teacher may agree or may refuse to replace an absent teacher.

If, during the hours of instruction, an emergency situation arises which would result in a class being unattended by a teacher, the Employer may require a teacher to replace the absent teacher until the arrival of a supply teacher. If a teacher is required to replace an absent teacher pursuant to this clause, the teacher must be informed as soon as practicable of the circumstances justifying such requirement.

7. Non-Teaching Duties

- (a) Non-teaching duties shall be kept to a minimum and evenly distributed amongst all staff.
- (b) Teachers shall be entitled to a duty-free lunch period of at least sixty (60) minutes.
- (c) Teachers on duty shall be entitled to a lunch period of at least thirty (30) minutes.

8. Solicitation of Funds

Any solicitation of funds, or sale, or distribution of materials for the benefits of outside organizations, and collection of monies shall not be the responsibility of

teachers. Teachers may agree with the Director of Education the extent to which they shall cooperate in the solicitation of funds, or sale or distribution of materials for the benefit of outside organizations.

9. Extra-Curricular Activities

Teachers participation in extra-curricular activities shall be voluntary.

10. Stenographic and Clerical Assistance

Stenographic and clerical assistance may be made available to all teachers.

11. Auxiliary Personnel

- (a) Auxiliary personnel are those persons who assist teachers by performing some of the non-professional functions carried out by teachers. Such personnel could, for example provide assistance in classroom, libraries, or assist in supervising halls, lunch rooms, cafeterias, playgrounds or loading and unloading of buses. Auxiliary personnel are not limited to the above forms of assistance; however, no time shall they perform any professional functions such as: planning, diagnosing, instructing, prescribing and evaluation.
- (b) Auxiliary personnel may under no circumstances be used as replacement for licensed teachers.
- (c) Auxiliary personnel shall be assigned to a school only after consultation with the principal and shall work under the supervision and direction of the professional staff of the school.
- (d) Auxiliary personnel shall not be assigned specifically to one or more teachers without consulting the teachers concerned.

12. Leave of Absence for Professional Activities

- (a) Teachers shall be allowed up to a maximum of eight days per year to participate in professional development activities, subject council, administration related to the opening and closing of school and parent/teacher interviews. These eight days are included in the one hundred ninety-five (195) day school calendar.
- (b) The Employer shall allow up to one (1) day per school year, if required, for the purpose of receiving a degree or diploma.
- (c) No teacher shall experience a loss of salary, sick leave benefits or pension benefits due to a leave of absence under this Article.

13. Educational Leave

- (a) Every teacher who has been employed as a teacher at Esgenoôpetitj (Burnt Church) First Nation for ten (10) years may, subject to the availability of funds, be eligible for education leave up to one (1) year with seventy (70%) percent of the salary which he/she would have received had he/she been employed during the period of educational leave in the position which he/she held at the time his/her application was made.
- (b) The Educational Leave Committee shall consist of one representative of the local PSAC, the Principal or one representative of the teaching staff (excluding applicants), the Director of Education, a representative of the Band Council and a New Brunswick local school district representative. The Educational Leave Committee shall be responsible for administering, granting and canceling educational leave.
- (c) A teacher granted educational leave shall, on returning to his/her school be entitled to the same position he/she occupied prior to being granted the educational leave. If this position no longer exists, the teacher shall be entitled to an equivalent position. This clause is not intended to provide greater privileges or benefits than those which would have been employed had the teacher not been granted the educational leave.

14. Improvement in certification

- (a) A teacher shall notify in writing to the Director of Education of any changes of certification by September of each year.
- (b) Payment of retroactive salary due to this Article shall be made no later than ninety (90) days after an increase in salary scale or the Director has received from the teacher concerned the certificate stating the change in the teachers certification.

15. Recognition of Experience for Salary Purposes

Full recognition of experience for salary purposes shall be granted to a person who:

- (a) taught in the public schools of Canada, or elsewhere while licensed or eligible to be licensed in New Brunswick; or
- (b) taught in the public schools of Canada although unlicensed and ineligible to be licensed during the period of employment, but becomes licensed in New Brunswick; or
- (c) was licensed and taught as a supply teacher in the public schools of new Brunswick; or
- (d) was granted a leave of absence for educational purposes with or without pay; or
- (e) recognition of one-half of a person's experience for salary purposes shall be granted to an employee who:
 - (i) taught in a private school in Canada while licensed or eligible to be licensed in New Brunswick.

16. Hours of Work and Work Year

Subject to paragraph 3 (b), the working day of a teacher working a school year shall be the same as that designated by the province of New Brunswick. The teacher shall be entitled to Christmas break, March break and summer break as observed by the New Brunswick local school district.

17. Leave

For the purposes of leave related to the employees at the school, leave shall be earned and accumulated in the Employer's fiscal year of April 1st to March 31st.

APPENDIX "A"

0.75% Economic Increase - Effective date of Ratification					
BAND	Step 1	Step 2	Step 3	Step 4	Step 5
1	12.93	13.09	13.26	13.42	14.36
2	13.99	14.16	14.35	14.52	15.54
3	16.09	16.29	16.51	16.71	17.88
4	18.21	18.44	18.67	18.90	20.22
5	19.79	20.03	20.29	20.54	21.98
6	21.38	21.64	21.91	22.18	23.74
7	22.95	23.24	23.54	23.83	25.50
0.75% Economic Increase - April 1, 2020					
BAND	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.03	13.19	13.36	13.52	14.46
2	14.09	14.27	14.45	14.63	15.65
3	16.22	16.41	16.63	16.84	18.01
4	18.35	18.58	18.81	19.04	20.38
5	19.93	20.19	20.45	20.70	22.15
6	21.54	21.81	22.08	22.35	23.91
7	23.12	23.42	23.72	24.01	25.69
1% Economic Increase - April 1, 2021					
BAND	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.16	13.32	13.49	13.65	14.61
2	14.24	14.41	14.60	14.77	15.81
3	16.38	16.58	16.80	17.00	18.19
4	18.53	18.76	19.00	19.23	20.58
5	20.13	20.39	20.65	20.90	22.37
6	21.76	22.02	22.30	22.57	24.15
7	23.35	23.65	23.96	24.25	25.95

1% Economic Increase - April 1, 2022					
BAND	Step 1	Step 2	Step 3	Step 4	Step 5
1	13.29	13.46	13.62	13.79	14.76
2	14.38	14.56	14.74	14.92	15.97
3	16.54	16.74	16.96	17.17	18.38
4	18.72	18.95	19.19	19.43	20.79
5	20.34	20.59	20.86	21.11	22.59
6	21.98	22.24	22.52	22.80	24.39
7	23.59	23.89	24.20	24.50	26.21

Bands

Band	Min	Max	Spread
1	345	410	65
2	411	475	64
3	476	540	64
4	541	605	64
5	606	670	64
6	671	735	64
7	736	800	64

Positions listing

Band 1	Alcohol and Drug Youth Counselor
Janitor	Alcohol and Drug Counselor
Janitor - Wellness Centre	Employment Counsellor
School Janitor	Band 6
Band 2	Fishery Guardian Supervisor
Brighter Futures Assistant	Daycare Supervisor
Building Mtn Worker	Director of Headstart
Daycare Cook Headstart	Housing Manager
Daycare Cook/Janitor	Paraprofessional Social Worker
Home and Community Care Worker	Water Monitor/Operator
Receptionist	Project Coordinator
Secretary	Band 7
Band 3	Economic Development Officer
Administrative Assistant (ASETS)	
Fishery Trap Net Operator	
Social Counselor	
Teacher Aide	
Executive Assistant	
Bus driver	
Band 4	
Accounting Clerk	
Finance Officer	
Special Needs Attendant	
Welfare Clerk	
Band 5	
Brighter Futures Coordinator	
Community Health Rep	
Daycare Worker	
Daycare Worker Headstart	
Fishery Guardian	
Fishery Trap Net Supervisor	
Medical Trans Coordinator	
Social Assistance Officer	
Forestry Coordinator	

Rules of conversion

Placement on the grid

On conversion to the new classification system, employees will be paid at the step in the salary range which is nearest to, but not less than their salary on April 1st 2017

Salary protection

An employee reclassified to a level with a lower attainable maximum rate of pay shall continue to receive the same rate of pay. The employee shall receive economic rate increases as if they had not been reclassified.

Increment dates

Current employees will have the effective date of the conversion, April 1st 2017 used as the reference date for the purpose of incremental step increases and they will move to the next step in the grid after twelve (12) months of continuous service.

Employees hired after April 1st 2017 will have their date of hire used as the reference date for the purpose of incremental step increases and they will move to the next step in the grid after twelve (12) months of continuous service.

APPENDIX "B"

SALARY TEACHERS

Effective April 1, 2017, and for the duration of this agreement, the parties agree to implement the salary schedule(s) and certification level(s) as set out in the New Brunswick Provincial Teachers Federation collective agreement with the New Brunswick Board of Management as hereto:

Salary Schedule –Effective April 1, 2017 (based on the most recently available salary grid, effective September 1, 2015 from the above collective agreement).

Year	T.L.	C I	C II	C III	C IV	C V	C VI
1	37012	37012	37012	37012	46187	50775	55355
2		37012	37012	39304	48702	53523	58343
3		37012	37012	41594	51241	56277	61322
4		37012	39304	43895	53752	59026	64315
5		37012	41594	46187	56277	61785	67288
6		39304	43895	48481	58799	64538	70264
7		41594	46187	50775	61322	67288	73236
8			48481	53068	63846	70042	76236
9				55355	66367	72799	79217
10					68892	75542	82193
11					71419	78296	85175

It is understood the new rate(s) and effective date(s) negotiated between the above parties will be applied to the rates set out in the above pay grid.

Once those parties reached and sign their new collective agreement, the employer will implement the new rates within 30 days.

Where the provincial rate is lower than the employee's existing wage rate, Article 22.04 Pay Administration - red circling will apply.

1. Local Permit - I-VI – 60% of Teacher's License
2. Local Permit - I-VI - 85% of Certificate I-VI

SCHEDULE G-7

ANNEXE G-7

SALARY PAYMENTS
March 1, 2019 to August 31, 2019
BASED ON THE FOLLOWING GRID

TRAITEMENTS VERSES
Du 1er mars 2019 au 31 aout 2019
SELON LE BAREME SUIVANT

YEAR/ ANNEE	T.L./ BREVET	CI	CII	CIII	CIV	CV	CVI
1	38,328	38,328	38,328	38,328	47,828	52,579	57,322
2		38,328	38,328	40,699	50,433	55,425	60,417
3		38,328	38,328	43,071	53,061	58,276	63,501
4		38,328	40,699	45,455	55,662	61,124	66,600
5		38,328	43,071	47,828	58,276	63,980	69,679
6		40,699	45,455	50,204	60,887	66,831	72,760
7		43,071	47,828	52,579	63,501	69,679	75,838
8			50,204	54,953	66,114	72,530	78,945
9				57,322	68,725	75,385	82,031
10					71,339	78,226	85,112
11					73,956	81,075	88,201

1. Local Permit - 60% of Teacher's License
2. Local Permit I-VI - 85% of Certificate I-VI

1 . Permis local - 60% du brevet d'enseignement
2. Permis focal la VI - 85% du Certificat I a VI

SCHEDULE G-8

ANNEXE G-8

SALARY PAYMENTS

September 1, 2019 to February 29, 2020

BASED ON THE FOLLOWING GRID

TRAITEMENTS VERSES

Du 1er septembre 2019 au 29 fevrler 2020

SELON LE BAREME SUIVANT

YEAR/ ANNEE	T.L./ BREVET	CI	CII	cm	CIV	CV	CVI
1	38,520	38,520	38,520	38,520	48,067	52,842	57,609
2		38,520	38,520	40,902	50,685	55,702	60,719
3		38,520	38,520	43,286	53,326	58,567	63,819
4		38,520	40,902	45,682	55,940	61,430	66,933
5		38,520	43,286	48,067	58,567	64,300	70,027
6		40,902	45,682	50,455	61,191	67,165	73,124
7		43,286	48,067	52,842	63,819	70,027	76,217
8			50,455	55,228	66,445	72,893	79,340
9				57,609	69,069	75,762	82,441
10					71,696	78,617	85,538
11					74,326	81,480	88,642

1. Local Permit - 60% of Teacher's License
2. Local Permit I-VI - 85% of Certificate I-VI

1. Permis local - 60% du brevet d'enseignement
2. Permis local I a VI - 85% du Certificat I a VI

SCHEDULE G-9

ANNEXE G-9

SALARY PAYMENTS

March 1, 2020 to August 31, 2020

BASED ON THE FOLLOWING GRID

TRAITEMENTS VERSES

Du 1er mars 2020 au 31 aout 2020

SELON LE BAREME SUIVANT

YEAR/ ANNEE	T.L./ BREVET	CI	CII	cm	CIV	CV	CVI
1	38,713	38,713	38,713	38,713	48,307	53,106	57,897
2		38,713	38,713	41,107	50,938	55,981	61,023
3		38,713	38,713	43,502	53,593	58,860	64,138
4		38,713	41,107	45,910	56,220	61,737	67,268
5		38,713	43,502	48,307	58,860	64,622	70,377
6		41,107	45,910	50,707	61,497	67,501	73,490
7		43,502	48,307	53,106	64,138	70,377	76,598
8			50,707	55,504	66,777	73,257	79,737
9				57,897	69,414	76,141	82,853
10					72,054	79,010	85,966
11					74,698	81,887	89,085

1. Local Permit - 60% of Teacher's License
2. Local Permit I-VI - 85% of Certificate I-VI

1. Permis local - 60% du brevet d'enseignement
2. Permis local I a VI - 85% du Certificat I a VI

SCHEDULE G-10

SALARY PAYMENTS

September 1, 2020 to February 28, 2021

BASED ON THE FOLLOWING GRID

ANNEXE G-10

TRAITEMENTS VERSES

Du 1er septembre 2020 au 28 février 2021

SELON LE BAREME SUIVANT

YEAR/ ANNEE	T.L./ BREVET	CI	CII	CIII	CIV	CV	CVI
1	38,907	38,907	38,907	38,907	48,549	53,372	58,186
2		38,907	38,907	41,313	51,193	56,261	61,328
3		38,907	38,907	43,720	53,861	59,154	64,459
4		38,907	41,313	46,140	56,501	62,046	67,604
5		38,907	43,720	48,549	59,154	64,945	70,729
6		41,313	46,140	50,961	61,804	67,839	73,857
7		43,720	48,549	53,372	64,459	70,729	76,981
8			50,961	55,782	67,111	73,623	80,136
9				58,186	69,761	76,522	83,267
10					72,414	79,405	86,396
11					75,071	82,296	89,530

1. Local Permit - 60% of Teacher's License

1. Permis local - 60% du brevet d'enseignement

2. Local Permit I-VI - 85% of Certificate I.VI

2. Permis local IaVI - 85% du Certificat IaVI

APPENDIX "C"

RESPONSIBILITY ALLOWANCES- PRINCIPALS

The parties agree to implement the responsibility allowances as set out in the New Brunswick Provincial Teacher's Federation as attached hereto.

Notwithstanding the above, where an employee is presently receiving a responsibility allowance greater than the provincial allowance, Article 22.04 - Pay Administration will apply.

Effective April 1, 2017, a principal shall receive a responsibility allowance based on the following scale on the dates indicated below: (Based on Student Enrollment on September 30th)

September 1, 2015

Schools of 250 or fewer student	Schools of 251 to 750 students	Schools of 751+ students
1 \$10,507	1 \$14,178	1 \$18,766
2 \$11,426	2 \$15,094	2 \$19,681
3 \$13,259	3 \$16,931	3 \$21,517

Note: A fluctuation of 15 students above or below the cut-off numbers shall be required before any change in category occurs.

A teacher appointed to the position of principal shall be appointed for a term of five (5) years renewable by mutual agreement. A teacher whose term is not renewed shall be entitled to return to the same position held prior to the appointment; if the position no longer exists, the teacher shall be entitled to an equivalent position. In addition, if the appointment is not renewed, the applicable responsibility allowance shall be payable for one year following the end of the five-year term.

APPENDIX "D"
WAGE SCHEDULE - SOCIAL WORKERS

Effective April 1, 2017, and for the duration of this agreement, the parties agree to implement the salary schedule(s) and certification level(s) as set out in the Rehabilitation and Therapy and Recreation and Culture Program Officer Collective Agreement with the New Brunswick Board of Management as hereto:

Salary Schedule -Effective April 1st 2017 (based on the most recently available salary grid, effective February 24, 2016 from the above collective agreement).

	1	2	3	4	5	6	7	8
Group A	2099	2178	2280	2337	2394	2453	2513	2598
Group B	2136	2214	2319	2377	2433	2493	2557	2640
Group C	2164	2242	2351	2410	2464	2527	2592	2675
Group D	2277	2333	2394	2453	2513	2572	2632	2724
Group E	2348	2407	2464	2527	2592	2650	2708	2809
Group F	2335	2395	2456	2521	2583	2642	2707	2807
Group G	2449	2522	2581	2643	2712	2781	2840	2939
Group H	2483	2554	2617	2681	2750	2820	2879	2980

Group C -Social Worker 2
Group E -Social Worker 3
Group H -Social Worker Supervisor

It is understood the new rate(s) and effective date(s) negotiated between the above parties will be applied to the rates set out in the above pay grid.

Once those parties reached and sign a new collective agreement, the employer will implement the new rates within 30 days.

Where the provincial rate is lower than the employee's existing wage rate, Article 22.04 Pay Administration - red circling will apply.

A Social Worker 1, 2, 3, or Social Worker Supervisor who is regularly and continuously assigned to Child Protection in the Access and Assessment Unit or the Child Protection Unit shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.

APPENDIX "E"**WAGE SCHEDULE - COMMUNITY HEALTH NURSES**

Effective April 1, 2017, and for the duration of this agreement, Community Health Nurses and Home Community Care Nurses will receive salaries at the same rate as those set out in the Collective Agreement between the Treasury Board of Canada Secretariat and the Professional Institute of the Public Service of Canada as hereto:

**NU - NURSING GROUP
ANNUAL RATES OF PAY
(in dollars)**

Region 1 (Atlantic, Ontario, Québec, Manitoba)

§ Existing

A) Effective April 1, 2017 (based on the October 1, 2016 pay rates in the above collective agreement)

B) Effective October 1st, 2017

**NU-CHN-
3**

From	\$	67,743	\$	69,515	\$	71,299	\$	73,070	\$	74,848	\$	76,624
A)	\$	75,761	\$	77,168	\$	78,588	\$	80,010	\$	81,428	\$	82,842
B)	\$	76,708	\$	78,133	\$	79,570	\$	81,010	\$	82,446	\$	83,878

**NU-CHN-
4**

From	\$	68,409	\$	70,307	\$	72,205	\$	74,101	\$	76,000	\$	77,889
A)	\$	78,339	\$	79,845	\$	81,365	\$	82,886	\$	84,408	\$	85,927
B)	\$	79,318	\$	80,843	\$	82,382	\$	83,922	\$	85,463	\$	87,001

It is understood the new rate(s) and effective date(s) negotiated between the above parties will be applied to the rates set out in the above pay grid.

Once those parties reached and sign a new collective agreement, the employer will implement the new rates within 30 days.

Where the provincial rate is lower than the employee's existing wage rate, Article 22.04 Pay Administration - red circling will apply.

Allowances:

(a)	Specialty training course including the Primary Care Skills Program, 3 - 6 months	\$ 605
(b)	Recognized specialty training course, 7 - 12 months	\$ 935
(c)	(i) One academic year university leading to a certificate* in Administration, Administration and Education, Clinical Fields, Community Health, Gerontology, Health Services, Administration I and Health Services Administration II, Mental Health, Nursing, Psychiatry, Public Health, Teaching and Supervision, Substance Abuse Prevention and Intervention or in any other related field of study approved by the Employer.	\$1650
	(ii) Two certificates* each representing one academic year university as described in (i) above.	\$2200
	(iii) Three certificates* each representing one academic year university as described in (i) above.	\$2750
(d)	Baccalaureate degree in nursing	\$3300
(e)	Master's degree in nursing or any other health related field of study approved by the Employer.	\$3850

One (1) allowance only will be paid for the highest relevant qualification under Paragraph B.

**

In the present collective agreement 'certificate' refers to a certificate in a first cycle program that results in 30 credits (or 10 courses) in a field of study in the province of Quebec or the equivalent in the other provinces.