

AGREEMENT
between
THE UNIVERSITY
OF NEW BRUNSWICK
and the



UNIVERSITY OF NEW BRUNSWICK
EMPLOYEES ASSOCIATION
Secretaries, Accountants,
Library Assistants and Clerks

EXPIRES JUNE 30, 2011

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PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Association, to set forth certain terms and conditions of employment relating to pay, hours of work, employee benefits and general working conditions affecting employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the employees.

The parties of this Agreement share a desire to improve the quality of the auxiliary services necessary to the functions of the University and to promote the well-being and increased productivity of its employees. Accordingly, they are determined to establish an effective working relationship at all levels of the University in which members of the bargaining unit are employed.

ARTICLE 1 - Interpretation and Definitions

1.01 For the purpose of this Agreement:

(a) "Employer" means the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by it to act on its behalf.

(b) "Association" means the University of New Brunswick Employees Association, bargaining unit as described in [Clause 3.01](#), and any person(s) duly appointed by it to act on its behalf.

(c) "Bargaining unit" means a group of employees as recognized in [Clause 3.01](#).

(d) "Employee" means a person who is a member of the bargaining unit.

(e) "Probationary employee" means an employee who is on trial for a probationary period of up to 120 days worked. The Probationary period may be extended once by mutual agreement between the Parties, for a further period of up to 65 days worked should circumstances warrant.

(f) "Regular employee" means an employee who has satisfactorily completed the probationary period and who is engaged on a continuing basis.

(g) "Full-time employee" means a probationary or regular employee who is engaged on the basis of a work week of twenty-nine (29) hours or more.

(h) "Part-time employee" means a probationary or regular employee who is engaged on the basis of a work week of not less than eighteen (18) hours but less than twenty-nine (29) hours.

(i) "Renewable term employee" means an employee who is engaged in an ongoing position for a minimum of eighteen (18) hours a week for a term appointment of eight months or more each year and the employee is recalled to this position each year.

(j) "Full-time term employee" means an employee who is engaged on the basis of a work week of a minimum of twenty-nine (29) hours for a term appointment of twelve (12) months or more and

is performing work of the bargaining unit that is funded from the university operating budget. Term positions that are externally funded are excluded from the bargaining unit.

ARTICLE 2 - Application of Agreement

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

ARTICLE 3 - Recognition

3.01 The Employer recognizes the Association as the sole and exclusive bargaining agent for the bargaining unit consisting of employees on the Fredericton Campus of the University of New Brunswick holding continuing regular full-time and part-time and renewable term appointments in the following classifications: Accountant-PL1, Accountant-PL2, Accountant-PL3, Accountant-PL4, Accountant-PL5, Accountant-PL6; Clerk-PL1, Clerk-PL2, Clerk-PL3, Clerk-PL4, Clerk-PL5, Clerk-PL6; Secretary-PL1, Secretary-PL2, Secretary-PL3, Secretary-PL4, Secretary-PL5; Library Assistant-PL1, Library Assistant-PL2, Library Assistant-PL3, Library Assistant-PL4, Library Assistant-PL5, Library Assistant-PL6 save and except students, temporary, casual and part-time (less than 18 hours per week) employees and those excluded by the Industrial Relations Act.

3.02 Classifications may be added to or deleted from the Salary Schedule by agreement between the Employer and the Association. In case of failure to reach agreement, the matter may be referred to the New Brunswick Industrial Relations **Act**.

In the event a new classification is included in the bargaining unit during the life of the agreement then the hourly rate of pay will be negotiated by the two parties. Should the two parties be unable to agree on the hourly rate for said classification, then the Association may submit the matter to grievance and arbitration.

3.03 The Employer shall not bargain with or enter into any agreement with any employee or any group of employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement, except as expressly authorized in writing by the Association.

3.04 Provisions of the Collective Agreement do not apply to casual and term employees, registered University, College or school students nor

do they apply to employees who are employed on a Government grant. The Association supports the efforts by the University to participate in Government sponsored job training and development programs and hereby gives its concurrence to the University to participate in such programs and provide employment to persons hired under these programs.

The University will provide the Association with information on Government sponsored job training and development programs relating to functions similar to those performed by members of the bargaining unit.

ARTICLE 4 - Management Rights

4.01 The Association recognizes the power, authority, right, privilege and responsibility of the University of New Brunswick to manage the operations of the University of New Brunswick in all respects, as set out in the University of New Brunswick Act, except as specifically abridged, or modified by this Collective Agreement.

4.02 The provisions of [Article 4.01](#) shall not be carried out in an arbitrary or discriminatory manner, and shall be subject to the grievance procedure.

ARTICLE 5 - Association Security

5.01 The Employer shall deduct, from the wages due every employee, an amount equal to the monthly membership dues of the Association, and shall not include any initiation fee or special levy.

5.02 The Employer agrees to remit to the Association the amounts deducted under [Clause 5.01](#) on the next working day following each pay day. The Employer shall provide the Association with a list of names of the employees from whose wages such deductions have been made, and the amounts deducted from each employee's wages.

5.03 The Association shall advise the Employer, in writing, of the amount of its regular dues and the Employer shall deduct these amounts only as per these written instructions.

5.04 The Association agrees to hold the Employer harmless for any action arising out of wrongful deductions of money for Association dues, or their equivalent, resulting from the Association's instructions.

5.05 The Employer shall include, without charge, on the annual income tax (T4) slips, an indication of the sums deducted under this Article, from all employees' wages.

5.06 The Employer shall provide the Association with the following information:

- (a) a list showing the name, classification, and pay rate of each employee;
- (b) a copy of each job posting for every vacancy posted for this bargaining unit;
- (c) a copy of the appointment letter for each employee appointed to a position in the bargaining unit;
- (d) a copy of any letter to an employee concerning disciplinary action by the Employer;
- (e) a copy of any job classification listed in the Salary Schedule;
- (f) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors.
- (g) a copy of the seniority list upon request.

5.07 Employees will be permitted to attach the UNBEA Label to protective head gear, tool boxes, lockers, vehicles, and other reasonable equipment. Employees will be permitted to wear UNBEA pins on personal clothing as well as on all uniforms, shirts, coveralls, and laboratory coats supplied by the Employer. The Employer agrees to give equal prominence to the UNBEA Logo as to its own symbol, logo, or crest in the design of covers on the printed versions of this Agreement.

5.08 The Employer agrees that:

- (a) the Association may use the campus mail service and internal telephone service on the same basis and at the same rates as University departments;
- (b) the Association may use the Employer's duplicating, copying, printing, computing and audio-visual services on the same basis and at the same rates as University departments;
- (c) authorized Association representatives will be entitled to distribute Association literature and to convene Association meetings on the Employer's premises. Such activities shall not interfere with the normal business of the Employer;
- (d) the Association may post notices of meetings and other notices of interest to employees on the Employer's bulletin boards;
- (e) the Association will be provided, without charge, with a suitably serviced and maintained office of approximately twenty-four (24) square metres;
- (f) the Employer will print and provide to the Association, without charge, a copy of this collective agreement for each employee plus 100 additional copies.

5.09 Employees in the bargaining unit shall have access to their personnel records during regular working hours upon **reasonable notice twice a year** or when filing a grievance by making an appointment with the Office of Human Resources & Organizational Development. He or she will be provided with copies of correspondence contained in such records, which shall be corrected if inaccurate. If the employee so wishes, he or she may be accompanied by an Association representative.

ARTICLE 6 - No Discrimination

6.01 Subject to the relevant Acts and Regulations of the Governments of Canada and New Brunswick, the parties agree that there shall be no discrimination.

ARTICLE 7 - Future Legislation & the Collective Agreement

7.01 In the event that any law passed by the Legislature of the Province, applying to employees covered by this Article, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

ARTICLE 8 - Strikes and Lockouts

8.01 There shall be no strikes, lockouts or walkouts or other similar interruptions during the term of this Agreement.

ARTICLE 9 - Discipline, Suspension and Discharge

9.01 An employee may not be disciplined except for just cause. The employee shall be informed about the Employer's intention to investigate an incident for possible disciplinary action within 10 working days from the date that the authorized Employer's representative becomes aware of the incident. If disciplinary action is taken, the disciplinary document will give reasons for the disciplinary action and will include relevant dates. A copy of the disciplinary action will be sent to the Association by Human Resources & Organizational Development within 10 days of the disciplinary action occurring.

9.02 The following are considered forms of discipline:

- (a) written reprimand,
- (b) demotion resulting from a disciplinary action,
- (c) suspension,
- (d) discharge.

Any documented disciplinary action by the Employer is subject to grievance. Any disciplinary document issued by the Employer's representative shall be reviewed by the Office of Human Resources & Organizational Development prior to release.

9.03 When an employee alleges that he or she has been suspended without pay or discharged in violation of [Article 9.01](#), he or she may, within ten (10) working days of the date on which he or she was notified in writing, invoke the grievance procedure, including arbitration as set out in this Agreement, for the purpose of a grievance, alleging violation of [Article 9.01](#), he or she shall lodge his or her grievance at the final level of the grievance procedure.

9.04 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of [Article 9.01](#), that employee shall be immediately reinstated in his or her former position without loss of seniority or any other benefit which would have accrued to him or her if he or she had not been suspended or discharged. One of the benefits which he or she shall not lose is his or her regular pay during the period of suspension or discharge, which shall be paid to him or her at the end of the next completed pay period following his or her reinstatement.

9.05 No suspension without pay shall be for a period of longer than ten (10) working days, except by mutual agreement of the Employer and the Association.

9.06 Where the employer notifies an employee in writing of any expression of dissatisfaction concerning his or her work, the employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his or her Personnel file.

9.07 Written documentation concerning disciplinary action by the Employer shall be maintained in a Personnel File in the Office of Human Resources & Organizational Development. An employee may clear his or her work record by working for a period of eighteen (18) months without any further disciplinary action by the Employer. This means that after eighteen (18) months the disciplinary documents will be removed from the employee's Personnel File if no other written document has been added in the time period of eighteen (18) months following the last disciplinary action taken by the Employer.

9.08 The Employer agrees that there shall only be one official Personnel file on each employee, maintained in the Office of Human

Resources & Organizational Development, and that no document relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such document is part of said file. **The personnel file shall be accessible to the employee and the Association in accordance with [Article 5.09](#).**

ARTICLE 10 - Seniority

10.01 Seniority is defined as the length of **continuous** service with the Employer.

An employee's service will begin from the first day of employment and shall be the cumulative amount of regular time which the employee has worked for the Employer. All seniority shall be stated in equivalent of years of service to two (2) decimal places, for example, 8.19 years. The calculation of seniority shall be prorated on the following basis:

A year of service for an employee working 40 hours per week shall be 2080 hours;

A year of service for an employee working 36.25 hours per week shall be 1885 hours;

A years of service for an employee working 35 hours per week shall be 1820 hours;

All regular time paid by the Employer shall be treated as time worked for the purpose of this Article, with the exception of leaves granted under Clauses [16.01](#), [16A.01](#), [18.01](#), [18.02](#) and [18.03](#) where seniority will accumulate. For leaves granted under [Clauses 16.01](#) or [16A.01](#) seniority will accumulate only up to the maximum period defined by the Employment Standards Act of New Brunswick.

10.02 Seniority shall be applied within the categories of regular full-time and regular part-time and shall be applied within those categories on a classification basis.

10.03 An employee shall lose all seniority if he or she:

- (a) resigns, or
- (b) is dismissed, or
- (c) is laid off for more than twelve (12) months, or
- (d) fails to report for work under the recall provisions of Clause 25.02, or
- (e) retirement, or
- (f) termination of employment after specified fixed term.

10.04 A full-time term bargaining unit employee who is re-employed in a full-time term or continuing bargaining unit position within 2 months of the end of a previous term of employment as a bargaining unit member will have their previous full-time term seniority re-instated.

ARTICLE 11 - Shop Steward & Association Representative

11.01 The Association shall notify the Employer in writing of the names of all of the Association's Executive Officers and Shop Stewards, and identify the area of responsibility of each, and inform the Employer in the same manner of any changes or substitutions.

11.02 It is understood that the Association's Executive Officers and Shop Stewards have their regular work to perform on behalf of the Employer. It is acknowledged that Association representatives shall be entitled to leave their work during working hours in order to carry out their functions including the investigation and processing of grievances and attendance at meetings and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the manager of the department. Such permission shall not be unreasonably withheld.

11.03 The Association or an employee shall have the right at any time to have the assistance of a UNBEA representative when dealing with the Employer.

11.04 Whenever the Employer wishes to have an Association representative present when dealing with an employee, the Employer shall advise the Secretary of the Association or his or her designate, who shall appoint the appropriate Shop Steward or other representative of the Association within two (2) days.

11.05 Where the Employer or its representative intends to interview an employee for disciplinary purposes or a verbal reprimand, the Employer or its representative will notify the employee in advance, and shall inform the employee at the time of the notification of such interview, of his/her right under [Article 11.03](#) of this Agreement at which time, if the employee wishes to have Association representation, the Employer shall contact the UNBEA representative. An interview is not required for the Employer to take disciplinary action.

ARTICLE 12 - Grievance Procedure

12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

12.02 Grievances shall be classified as follows:

- (a) **Individual grievance** shall mean a grievance involving an employee and particular to that employee.
- (b) **Group grievance** shall mean a grievance involving a group of employees and common to all employees in that group, which shall be processed as a single grievance.
- (c) **Policy grievance** shall mean a grievance initiated by the Association which has general application to the bargaining unit as a whole, or to a clearly definable group within the bargaining unit.

12.03 A grievance shall state in writing the article(s) or clause(s) of this Agreement which are alleged to have been contravened by the Employer and must also specify the remedy sought. The consideration of the grievances, including arbitration, shall be limited to such article(s) or clause(s) which the employee or Association has so alleged to have been contravened.

12.04 Preliminary Step. Within ten (10) working days after the alleged grievance has arisen, the grievance is to be submitted, in writing, to the Associate Vice-President, Human Resources & Organizational Development who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) working days following receipt of the grievance. The Associate Vice-President will inform the griever and the Association as to the appropriate Employer's representative at Step One and/or Step Two.

12.05 Grievances concerning lay-off, recall, suspension, or dismissal or any policy grievance arising directly between the Employer and the Association shall be directed to Step Two by the Associate Vice-President, Human Resources & Organizational Development.

12.06 Step One. The Employer's representative at Step One shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render his or her disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the griever, then the griever may proceed to Step Two.

Step Two. The griever has ten (10) working days from the expiration of the ten (10) working day period referred to in Step One, to decide whether he or she wishes to proceed to Step Two with the grievance in those cases where the grievance has been heard at Step One. For grievances

entering directly at Step Two, the grievor must file the grievance at the *Preliminary Step*. The disposition of the grievance in Step One, if applicable, and any related correspondence, must accompany the grievance submission at Step Two with a copy to Human Resources & Organizational Development and the Association. The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render his or her disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the grievor, then the grievor may proceed to arbitration. The written notice of the grievor's wish to proceed to arbitration shall be received by the Associate Vice-President, Human Resources & Organizational Development within twenty (20) working days from the ten (10) working day time limit stated for reply or settlement under Step Two.

12.07 Either party may request, in writing, an extension of any time limit specified in this Article. Such request shall not be unreasonably denied.

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

12.09 In any case where the grievor presents his or her grievance in person or in any case in which a hearing is held on a grievance at Step One and/or Step Two, the grievor shall be accompanied by a representative of the Association who shall be an employee and/or the local authorized Association representative.

12.10 Where the Employer has disciplined an employee and given the reason for the same in accordance with [Article 9.01](#), then during the grievance procedure, including arbitration, the Employer shall be limited to the reasons stated in the above notification.

12.11 A probationary employee cannot grieve a dismissal under this Article.

ARTICLE 13 - Arbitration

13.01 If the Association wishes to refer a matter to arbitration as provided in [Clause 12.06](#), it shall within twenty (20) working days therein mentioned, make such request in writing addressed to the Associate Vice-

President, Human Resources & Organizational Development.

13.02 The parties agree to the use of a sole Arbitrator. If the parties to this agreement cannot agree on the Arbitrator within fifteen (15) working days, *the Minister of the Department of Advanced Education and Labour* of the Province of New Brunswick will be asked to appoint one.

13.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The Arbitrator shall make every effort to render his or her decision within twenty (20) working days from the date of the final hearing.

13.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

13.05 Each of the parties hereto will equally bear the expense of the Arbitrator.

13.06 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.

13.07 Any and all time limits fixed by this section may be extended by mutual agreement, in writing, between the Employer and the Association. Should the individual grievance not be referred to arbitration within the time limits, it shall be deemed to have been abandoned and cannot be reopened.

13.08 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may within fifteen (15) working days after the decision is received, apply to the Arbitrator to clarify the decision.

ARTICLE 14 - Vacation

14.01 The vacation year is the calendar year, that is, January 1st to December 31st.

14.02 A regular full-time employee shall be entitled to vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service and Column B represents the number of days of vacation entitlement for each bi-weekly pay period or

part thereof prorated worked in the interval of January 1st to December 31st.

C O L U M N A	C O L U M N B
Accumulated Service in Years	Days of Vacation per Bi-Weekly Period Worked
0.00 to 7.99	.58 (15 days per year)
8.00 to 18.99	.77 (20 days per year)
19.00 or more	.96 (25 days per year)

14.03 Vacation entitlement for a regular part-time employee shall be as for a regular full-time employee except that it shall be calculated pro rata based on the fraction of time worked.

14.04 Decimal vacation entitlement shall be rounded off to the nearest whole number, for example, 8.49 becomes 8 days and 8.50 becomes 9 days.

14.05 For the purposes of earning vacation credits, any absence from work with pay with the exception of leaves granted under [Clauses 16.01](#) and [16A.01](#) shall be deemed to be time worked.

14.06 For the purposes of this Article, accumulated service means seniority as determined in accordance with [Article 10](#).

14.07 A probationary employee whose employment is terminated shall receive vacation pay of 6% of his or her regular earnings for the period of employment.

14.08 Vacation schedules shall be in accord with the continued efficient operation of each department and insofar as it is practicable, will be scheduled at the time requested by the employee, taking into consideration his or her seniority. When an employee is denied vacation at the time requested, the Employer shall return the vacation form to the employee, within ten (10) working days, from the day the supervisor, or acting supervisor, receives the request, with written reasons for refusal.

14.09 An employee may carry forward up to ten (10) days of vacation entitlement from one vacation year to the next provided the employee notifies the Employer, in writing, prior to the end of the vacation year. Any unused vacation credits in excess of the aforementioned ten (10) days will be either, at the discretion of the Employer, paid in cash at the end of the calendar year or be arbitrarily assigned to the employee by the Employer for use in the next vacation year.

Notwithstanding the above, an Employee may request additional vacation carryover in circumstances where he/she is unable to take his/her vacation

within the calendar year due to operational requirements if the employee was refused vacation, illness or accident.

14.10 On a termination of employment, the employee shall be compensated for vacation entitlements earned in the current year but not taken. If the vacation time taken by the employee is in excess of entitlement, the employee will reimburse the Employer accordingly.

14.11 Where an employee qualifies for sick leave (by providing a medical certificate) or bereavement leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date.

ARTICLE 15 - Sick Leave

15.01 A probationary employee shall be eligible for the Revised Sick Leave Policy for Probationary Staff Employees. (See attached Memorandum of Agreement).

15.02 Except as provided in [Clause 15.05](#), upon completion of his or her probationary period, a regular full-time or regular part-time employee shall be considered to be vested with 6 months sick leave at regular pay.

15.03 The Employer reserves the right to request a medical certificate containing sufficient medical information to determine if paid sick leave is warranted in cases where the employee is absent due to illness or injury. A request for such a medical certificate shall be made in writing with a copy to Human Resources & Organizational Development who shall provide a copy of the request to the Association. Medical information will not normally be requested for an absence of three (3) days or less.

The Employer reserves the right to request a second medical opinion and shall pay for any expenses incurred by the employee in securing such additional medical evidence.

Requested medical information may be sent directly from the employee or their physician to a designated Human Resources & Organizational Development representative.

15.03A The Employer recognizes the need for confidentiality of health and medical information on employees. The Employer will not permit any access to such information except on a strict "need to know" basis and then only by those individuals whose specific responsibilities make such access necessary.

Those individuals having such access will ensure its confidentiality.

15.04 An employee shall be responsible to notify his or her department at or before the beginning of his or her shift or work day of any illness which will prevent him or her from performing his or her work. The employee will be responsible for keeping his or her supervisor informed as to the status of his or her health during the period of absence and the expected date of return to work.

15.05 Where an employee is entitled to receive compensation under the Workers' Compensation Act, the employee will not be eligible for Sick Leave.

15.06 Abuse of the sick leave policy will result in disciplinary action.

15.07 Where an employee is unable to schedule necessary medical and dental appointments on his or her own time, leave with pay will be granted for such appointments. It is understood that, where possible, the employee will arrange such appointments at a time which is least disruptive to the employee's work unit.

ARTICLE 16 - Maternity Leave

16.01 Upon written request on the appropriate form by a pregnant Employee, the University shall grant maternity leave consistent in timing and duration with the Employment Standards Act of New Brunswick. The application is to be made no later than two (2) weeks prior to the date that she intends to begin her leave and should specify the duration of the leave. A medical certificate specifying the expected date of delivery is to be attached to the application.

16.02 A pregnant employee may wish to continue working up to the expected date of delivery and may do so, if in the opinion of her physician she is able to fulfill her normal job responsibilities. No pregnant employee will be allowed to work in an area that may be hazardous to her health or to that of her child. The employee may be transferred by the Employer if appropriate alternate employment is available.

16.03 An early return to work, following delivery, will require a medical certificate indicating that the employee is medically fit for work.

16.04 Following the period of maternity leave, the employee will normally return to her former position. If this is not possible, she will be placed in an equivalent level of position.

16.05 A period of maternity leave may be extended by applying for an unpaid leave of absence under [Article 18](#), Parental leave under [Article 16A](#) or by taking vacation time, if approved by the Employer. Such a request will not be unreasonably refused.

16.06 Upon completion of the initial probationary period of continuous employment, a female employee who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with a plan registered with the Canada Employment Insurance Commission as a Supplementary Unemployment Benefit Plan (S.U.B.).

16.07 Under the provisions of the S.U.B. plan, the Employee's salary will be maintained at 95% of her regular weekly earnings for a maximum of 17 weeks of maternity leave. This plan allows the Employer to make up the difference between the C.E.I.C. maternity leave benefits up to 95% of the Employee's regular weekly earnings. The Employee is required to apply for the C.E.I.C. maternity leave benefit and must be eligible for the benefit for this plan to apply (as specified in the appropriate sections of the Employment Insurance Regulations). Contributions to the pension and benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary.

In any week, the total amount of S.U.B. employment insurance gross benefits and any other earnings received by the employee will not exceed 95 per cent of the employee's normal weekly earnings.

The Employee will be asked to submit her benefit stub to verify her receipt of E.I. benefits and other earnings.

16.08 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (57 (13(h) of the E.I. Regulations).

16.09 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

16.10 Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the plan.

ARTICLE 16A - Parental Leave

16A.01 Upon request on the appropriate form by an Employee
a) who is the biological parent of a newborn or unborn child, or

b) who is adopting or has adopted a child, the University shall grant parental leave consistent in timing and duration with the Employment Standards Act of New Brunswick. Subject to the Act, such leave may be taken wholly by one, or shared by two, employed parent(s). Where an Employee takes parental leave in addition to maternity leave pursuant to [Article 16](#), the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the University and the Employee agree otherwise.

16A.02 The Employee will advise the University in writing of the expected date of delivery/adoption and of his/her intention to take parental leave including the anticipated commencement date and duration of such leave as early as possible. It is recognized that there may be very little notice provided by an adoption agency; however, it is expected that the Employee will provide as much notice to the Department as is possible as to the length of the parental leave and the date that the leave will begin.

16A.03 Upon completion of the initial probationary period of continuous employment, an employee who provides the Employer with proof that she/he has applied for and is eligible to receive Employment Insurance benefits, shall be paid parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan (S.U.B.).

The Employee's salary will be maintained at 95% of regular weekly earnings for up to a period of up to 17 weeks parental leave in accordance with the terms of the Supplementary Unemployment Benefit Plan (S.U.B.). This plan allows the Employer to make up the difference between the E.I.C. parental leave benefits and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the E.I.C. parental leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary. An additional 20 weeks of unpaid leave will be granted upon request.

In any week for which S.U.B. is payable, the total amount of S.U.B. unemployment insurance gross benefits and any other earnings received by the employee will not exceed 95 per cent of the Employee's normal weekly earnings. The Employee will be asked to submit his/her benefit stub to verify receipt of E.I. benefits and other earnings.

For an employee who takes both maternity and parental leave, the combined maximum leave period for the S.U.B plan top up shall be 32 weeks.

16A.04 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (57 (13(h) of the E.I. Regulations).

16A.05 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

16A.06 Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the plan.

ARTICLE 17 - Leave of Absence With Pay

Bereavement Leave

17.01 An employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the employee's mother, father, spouse, common-law spouse, son, daughter, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, at his or her regular rate, for a maximum of five consecutive working days. For this clause step relatives and common-law relatives will be considered the same as blood relatives. For purposes of this article, common law refers to a partner who has been living with the employee in a spousal relationship for at least the previous 12 consecutive months. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

17.02 An employee may apply for, and be granted, bereavement leave with pay in the event of the death of the employee's brother-in-law, sister-in-law, aunt, uncle, niece, nephew or spouse's grandparent at his or her regular rate for a maximum of one day, provided that the pay shall not be given for a day which falls on a holiday or which does not fall on a regular working day. The same consideration shall be given for other relatives living in the household of the employee. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

Emergency Leave

17.03 Where an employee is prevented from reporting for work due to circumstances beyond his or her control, emergency leave with pay up to a maximum of one day may be granted by the appropriate Employer's representative in consultation with Human Resources & Organizational Development. Approval of such leave will not be unreasonably withheld.

Examination Leave

17.04 If the Employer requires the employee to write an examination to improve his or her qualifications and the employee is required to be away from his or her job in order to write the examination, the employee shall not suffer any loss of pay or seniority for the time absent from the job

to write the examination.

Juror or Court Leave

17.05 The Employer shall pay an employee who is required to serve as a juror or to attend as a witness in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it, the difference between his or her normal earnings and the payment he or she receives for such service. The employee shall present proof of service and the amount of pay received. The employee shall give his or her supervisor as much notice as possible for court leave.

17.06 An employee who is required to appear in court or coroner's inquest, as provided under [Clause 17.05](#), on a day which is not a regular day of work, for a work-related matter, shall be paid for a minimum of three (3) hours pay at his or her overtime rate.

Convocation or Encaenia Leave

17.07 In the event that the employee or a close relative or the fiancé of an employee is the recipient of a degree at Convocation or Encaenia, at the University of New Brunswick or St. Thomas University, the employee shall be allowed one (1) day off with pay to attend.

Association Leave

17.08 The Employer will grant an accumulated maximum of three hundred and fifty (350) person hours leave of absence with pay to members of the bargaining unit to prepare and negotiate a new Agreement. Any time in excess of 350 hours will be charged to the Association and will be considered as time without pay for the negotiating team.

17.09 Representatives of the Association shall not suffer any loss of pay or benefits for the total time involved in grievance or arbitration procedures as required by [Clause 12.09](#) and/or [Clause 13.06](#).

Paternity or Adoption Leave

17.10 A male employee may be granted paternity or adoption leave with pay for a maximum of one day on the occasion of the birth or adoption of his son or daughter.

Pallbearer Leave

17.11 An employee shall receive one-half day leave with pay to serve as an active pallbearer at a funeral. Upon application, the Employer will consider granting reasonable travel time to a maximum of ½ day in addition to the leave granted under this Article.

General Leave

17.12 Employees may be granted leave of absence with pay. Such leaves may include reasonable requests to deal with urgent family situations of short duration.

Storm Leave

17.13 To follow existing UNB Storm Leave Policy.

ARTICLE 18 - Leave of Absence Without Pay

Association Leave

18.01 Operational requirements permitting, leave of absence without pay and without loss of seniority will be granted on request, in writing, to the Employer with as much notice as possible in advance of the date of the Convention, or Labour related activities, for employees, elected or appointed to represent the Association, to attend the Convention or Association related activities. The Association will attempt to hold the total number to not more than fifty (50) person days per year.

18.02 Operational requirements permitting leave of absence of up to 90 calendar days without pay and without loss of seniority will be granted on request, in writing, to the Employer for an employee who has been selected or is the successful candidate for a government sponsored course or a course sponsored by any other organization to which the Association is affiliated in labour relations or occupational health and safety. Normally it is expected that notice of ten (10) days shall be given by the employee, however, in extenuating circumstances it is recognized that such notice is not possible. This will apply to not more than two (2) candidates per year.

18.03 Operational requirements permitting and upon application to the Associate Vice-President, Human Resources & Organizational Development, leave of absence without pay shall be granted to an employee who is engaged full-time in association activity. The original period of leave shall not exceed one year but may be extended for a second year if extenuating circumstances exist. During such period of leave the employee may retain his or her insured benefits but they will be paid fully by the employee. No more than one member of the bargaining unit can be given this leave at the same time.

Court Appearance Leave

18.04 In the event that an employee is accused of an offence which requires a court appearance, he or she shall be entitled to leave of absence without pay. In the event that the accused employee is jailed awaiting a court appearance, he or she shall be entitled to an automatic leave of absence without pay.

General Leave

18.05 Employees may be granted a leave of absence without pay at the discretion of the Employer.

18.06 During a leave of absence without pay, the employee may retain his or her insured benefits but they will be paid fully by the employee. Arrangements for prepayment are to be made with Human Resources & Organizational Development.

Compassionate Care Leave

18.07 In accordance with the criteria specified in the Employment Standards Act, the employer shall, upon the request of an employee, grant the employee a leave of absence from employment of up to eight (8) weeks to provide care or support to a person with whom the employee has a close family relationship.

ARTICLE 19 - Injured at Work

19.01 All employees are entitled to the benefits provided by the Accident Fund under the Workers' Compensation Act. In order to expedite claims, it is essential that employees report immediately any accident that occurs, refer the injury where necessary to a medical practitioner, and complete the necessary documentation.

19.02 The absence of an employee who is receiving compensation benefits under the Workers' Compensation Act shall not be charged against the employee's sick leave or vacation. The employee shall suffer no loss in seniority.

ARTICLE 20 - Holidays

20.01 In addition to paid vacation, the following shall be paid holidays for employees:

- | | |
|---------------|--------------------------------|
| Good Friday | Remembrance Day (except if it |
| Easter Monday | falls on a Saturday or Sunday) |
| Victoria Day | Christmas Eve |

Canada Day	Christmas Day
New Brunswick Day	Boxing Day
Labour Day	New Year's Eve
Thanksgiving Day	New Year's Day

and any other day duly proclaimed as a New Brunswick or Canadian holiday.

20.02 In the event that any of Christmas Eve, Christmas Day, Boxing Day, New Year's Eve or New Year's Day fall on a Saturday or Sunday, a week day shall be designated as the holiday. The particular day shall normally be the Friday preceding or the Monday following the holiday. The term "designated holiday" shall mean any holiday defined in [article 20.01](#) or the week day designated in its place by this article. The Association will be advised of the holiday schedule.

20.03 Employees shall receive a day's pay at straight time for any of the designated holidays which fall on normally scheduled working days. Where an employee works on a designated holiday, additional payment will be made at the rate of time and one-half for all hours so worked, or time off in lieu thereof.

20.04 A designated holiday does not apply to an employee who is absent on leave without pay on both the working day immediately preceding and the working day following the designated holiday.

20.05 When a day that is a designated holiday for an employee falls within a period of vacation leave, the holiday shall not count as a day of leave.

ARTICLE 21 - Hours of Work

21.01 The normal work day and work week for employees is seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week, normally scheduled in the period of Monday through Friday. However, for some employees the normal work day and work week is eight (8) hours per day and forty (40) hours per week.

The normal work day shall commence after 7:00 a.m. and end before 6:00 p.m. Beginning September 7, 1993, (the first working day following Labour Day 1993), normal office hours for a thirty-six and one-quarter (36¼) hour work week will be 8:15 a.m. to 4:30 p.m. with a noon break of one hour. For the period from the first working day following Victoria Day until the last working day prior to Labour Day, normal office hours will be 7:45 a.m. to 4:00 p.m. with a noon break of one (1) hour. It is understood

that some employees may be scheduled work on Saturdays, Sundays, in the evenings or hours other than normal office hours. This will depend upon the operational requirements of a particular work area.

Two breaks of fifteen (15) minutes each will be allowed during each work day. One break will be taken in the first half of the work day and the second break will be taken in the second half of the work day. The times for the breaks will be at the discretion of the Employer.

A day, for pay purposes, is a twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 midnight. A week, for pay purposes, is a seven (7) day period beginning at 12:01 a.m. on Sunday and ending at 12:00 midnight on Saturday.

21.02 The Employer shall post hours of work for those employees who have a work schedule that differs from the normal office hours. Normally, the schedules will be posted in advance; however, it is understood that unforeseen circumstances could necessitate a change in the schedule with little notice.

21.03 Nothing in this Article shall constitute a guarantee of hours of work.

21.04 When operational requirements permit and an employee requests, an exchange of work for time-off, or time-off for work at straight time rates may be arranged if a mutually agreed time can be arranged between the Employer's representative and the employee. No time-off shall be taken unless the Employer's representative has previously approved the arrangement.

ARTICLE 22 - Overtime

22.01 Hours worked by employees in excess of their normal working hours, as defined in [Clause 21.01](#), shall constitute overtime hours.

22.02 Overtime must be authorized in advance by the Employer.

22.03 Overtime hours shall be paid at the rate of time and one-half or may be granted as equivalent time off to the overtime rate, at a mutually agreed time. The employee may choose pay or time off. Where the time cannot be scheduled and taken within six (6) months of the time being worked, payment shall be made unless the Department authorizes an extension.

22.04 The Employer will provide meals to employees working overtime

when:

- (a) an employee is called in two (2) hours or more prior to his or her regular shift and the employee is required to continue working until the beginning of the shift, the employee will be provided with a meal ticket for breakfast and thirty (30) minutes paid time provided for the meal.
- (b) in the p.m. when the employee is required to work for two (2) hours or more after his or her regular shift without a minimum sixty (60) minutes time off (unpaid) for a supper break, a meal ticket will be issued and thirty (30) minutes paid time allowed for the meal.

22.05 When an employee is called in on a normal day of rest prior to 6:00 a.m. and required to continue working beyond 8:00 a.m. a meal ticket will be provided for breakfast. When an employee is called in on a normal day of rest and is required to continue working beyond 12:00 noon, a meal ticket will be provided for lunch. When an employee is called in on a normal day of rest and required to continue working beyond 5:00 p.m., a meal ticket will be provided for supper. In all cases thirty (30) minutes paid time will be allowed for the meal.

22.06 It is also understood there may be exceptions to the above when the Employer may provide meals to minimize inconvenience to employees who have been required to work overtime.

22.07 The Employer's Daily Meal Allowance rates shall apply to those meal times where the employee is required to travel outside the City of Fredericton on the Employer's business. These rates shall be posted in appropriate areas.

22.08 The following rates shall apply to Meal Tickets issued under this article: \$12.50 for supper, \$9.50 for lunch and \$7.50 for breakfast. Reimbursement in lieu of a meal ticket may be made up to a maximum of these amounts.

22.09 **In the event of a storm closure, employees in critical service areas who are required by the University to report to work or remain at work for their regularly scheduled shift will receive their normal pay plus equivalent time off to be used at a mutually agreed time or pay in lieu.**

ARTICLE 23 - Employment Opportunities

23.01 Employment Opportunities, for any position vacancy within the bargaining unit, shall normally be posted on the Employer's bulletin

boards, for a minimum of seven (7) working days, and the position requirements shall be relevant to the position duties. However, if the position is to be filled by an employee about to be laid off or recalled from lay-off, then the Employer may fill the position without posting.

Applications for posted positions are to be submitted to the Office of Human Resources & Organizational Development on the form provided by the Employer. Applications that were not prepared and sent prior to the competition closing will only be accepted if the Association and the Employer agree to accept the application.

23.01A If a bargaining unit employee is the successful applicant for a position within the University that is outside the Bargaining Unit, and does not successfully complete the trial period, the employee shall revert to their previous position and other employees shall revert as necessary.

23.01B An employee who is the successful applicant in a position vacancy may have a trial period of a maximum of 120 days worked and if he or she is not confirmed in that new position within such period he or she shall revert to his or her former position and other employees shall revert as may be necessary.

23.02 Selection for a posted position shall be made on the basis of qualifications, skill and ability. When these characteristics are equal, the deciding factor shall be seniority as defined in [Clause 10.01](#).

23.02A Should a member of the Bargaining Unit apply for a vacant Bargaining Unit position and that member have the qualifications, skill and ability to perform the duties, that employee shall be granted an interview. In the event that a large number (i.e. more than 6) of the Bargaining Unit applicants have the qualifications, skill and ability to perform the duties, the University will be obligated to interview a minimum of six (6) such applicants.

23.03 Each successful applicant shall receive an appointment letter setting out the terms of the appointment. In cases of a new employee, the Employer shall enclose a copy of the current Collective Agreement with the appointment letter. The Employer also agrees to arrange an introduction of the new employee to the Unit Vice-President.

23.03A Any person hired in a posted position vacancy that is contested through the Grievance and Arbitration process will not be considered as a regular employee until the dispute is settled. Should the grievor be successful in either the Grievance or Arbitration process, the original successful applicant will be removed from that position.

If the original successful applicant comes from within the Bargaining Unit, he/she shall revert to their previous position and other employees shall revert as necessary.

23.04 Should the Association wish to obtain further information concerning the filling of a posted vacancy, then a meeting will be arranged with the HR Consultant (Employment), Human Resources & Organizational Development where all internal applications will be reviewed. Copies of internal applications will be provided to the Association upon request. If the successful applicant comes from outside the bargaining unit, a copy of the application will be provided to the Association upon request.

23.05 When the employer upgrades a part-time bargaining unit position to a full-time position with similar duties, the incumbent will be offered the position without a competition.

23.06 Should the Employer decide not to fill a posted Bargaining Unit position, the Employer will notify the Bargaining Unit **within 30 days of the posted closing date of the competition (See Appendix G #2).**

23.06A When a vacancy occurs within the bargaining unit, the Employer will notify the UNBEA within 30 working days of the vacancy being created (See Appendix G #1).

23.07 The parties recognize the benefit of providing employees of the bargaining unit with opportunities to move into other bargaining unit positions on a temporary basis. Regular full-time and regular part-time employees may be considered for temporary positions of 6 months or more into positions that would normally be considered bargaining unit positions recognized in [Article 3.01](#).

23.07A Employees will maintain their UNBEA status while in a temporary position.

23.07B At the end of a temporary position, the employee will return to his/her regular position.

23.07C In recognition of the complexity of the staffing process, in the event an employee moves to a temporary position within the bargaining unit for more than six (6) months but less than twelve (12) months, the position vacated by the employee for the period of the temporary position will not be posted as a bargaining unit position.

In the event a temporary position is for twelve (12) months or more, the subsequent vacated position(s) shall also be eligible to be filled as a bargaining unit position on a temporary basis.

ARTICLE 24 - Conflict of Interest

24.01 It is understood and agreed that an appointment, transfer or promotion shall not be made where a candidate may be placed in a position where the conditions of employment or any other matter affecting employment may create a potential conflict of interest. The decision to deny the appointment, transfer or promotion on this basis shall be made by the appropriate Vice-President.

ARTICLE 25 - Lay-Off

25.01 In the event that the Employer discontinues a position or positions in a particular job classification, then the employees with the least seniority (as defined by [Clause 10.01](#)) shall be laid off first. However, if these employees have more seniority than employees in lower classifications, and they are qualified for the positions, then they may elect to move to the lower level of classification (with that applicable pay rate) as identified by the Employer and the employees with the least seniority shall be laid off.

In the event that a vacancy occurs within the bargaining unit, for which an employee who is about to be laid off is qualified, then the Employer may transfer this employee without posting the job.

In a situation where an employee is transferred to another position, either through a vacancy or displacement, there will be a trial period of up to 120 days worked in the new job. If the employee is not successful, then he or she will be laid off.

25.02 Recall shall occur in the reverse order of lay-off, as stated in Clause 25.01. The Employer shall notify the Association when an employee is being recalled under this Article and the Association accepts the responsibility for location and notification of the employee. If the employee does not report for work within seventy-two (72) hours of the notification of the Association, the right of recall is abandoned.

25.03 The Employer will give the Association a minimum notice of two (2) months if it intends to discontinue a position. An employee who is to be laid off as a result of a position discontinuance will receive a minimum notice of three (3) weeks.

An employee will be paid for the three (3) week notice period if he or she is not required to work those days.

25.04 Reasons for Lay-off - The University shall provide the employee with reasons in writing concerning why the lay-off is occurring. A copy shall be forwarded to the Association at the same time.

25.05 Benefits on Lay-off - Employees who are laid off under the provisions of this Agreement shall have the right to maintain their insured benefit coverage until the recall period has elapsed. During this time the Employer shall pay the total premiums of the Group Health Insurance Plan, Group Dental Plan and the Group Life Insurance Plan for those employees concerned.

25.06 An employee laid off shall be eligible for recall for a period of twelve months from the date of lay-off.

25.07 There shall be no bumping into or out of the bargaining unit.

25.08 The provisions contained within [Article 25](#) do not apply to employees referred to in [article 1.01 \(j\)](#). Full-time term employees will receive three (3) weeks notice or pay in lieu if their position is discontinued before the specified end date of the term.

ARTICLE 26 - Retirement

26.01 Employees shall retire on or before the June 30th following their sixty-fifth (65) birthday.

ARTICLE 27 - Retirement Allowance

27.01 When a regular, full-time employee having continuous full-time service of five years or more retires due to disability, death or age, the Employer shall pay such an employee or his or her estate a retirement allowance equal to five (5) days pay for each full year of service but not exceeding one hundred and twenty-five (125) days pay, which shall be paid in a lump sum upon retirement at the employee's regular rate of pay. Credits for retirement allowance do not accumulate during periods of leave of absence without pay.

27.01A When a regular, full-time employee having continuous full-time service of five years or more accepts a regular part-time or renewable full time term position, the employee shall remain eligible for Retirement Allowance as described in [Article 27](#). The employee's years of service after accepting the part-time or renewable term position will be calculated on the basis of regular hours worked.

27.02 When a regular full-time employee having continuous full-time service of five (5) years or more is laid off, the Employer shall pay an allowance equal to five (5) days pay for each full year of service but not exceeding one hundred and twenty-five (125) days pay which shall be paid in a lump sum on the first pay following twelve (12) months of **continuous** layoff (see [Article 10.03](#)). This allowance shall be calculated on the employee's regular rate of pay at the time of layoff. Credits for lay-off allowance do not accumulate during periods of leave of absence without pay.

ARTICLE 28 - Pension

28.01 All regular, full-time employees over 18 and under 60 years of age shall join in the Employer's pension plan and shall continue to contribute until retirement. The pension is provided under the Public Service Superannuation Act and integrated with the Canada Pension Plan. The employee's contribution rate and participation will be in accordance with the Public Service Superannuation Act. Details are available from Human Resources & Organizational Development.

ARTICLE 29 - Benefit Plans

29.01 Details of the following benefit plans are available from the Office of Human Resources & Organizational Development:

- Public Service Superannuation Plan, (see [Article 28](#))
- Group Health Insurance Plan,
- Group Life Insurance Plan,
- Group Dental Insurance Plan,
- Group Long-Term Disability Plan,
- Group Accident Insurance Plan,

Please refer to Appendix A.

29.02 The Employer agrees to continue the Fringe Benefits Review Committee. The Association appoints one (1) representative to this committee. The Employer is responsible for advising the Association representative of the time and place of Committee meetings and for arranging time off work for him or her to attend. The Association will receive a copy of the minutes of the committee meetings.

29.03 The Employer agrees to maintain an equivalent level of insured benefits, in effect the date of signing of this agreement, during the term of this Collective Agreement. This shall also mean that where there is mutual agreement between the Parties, the level of insured benefits may be adjusted.

ARTICLE 30 - Premium Sharing

30.01 The total of the premiums for the Group Health Insurance Plan, Group Life Insurance Plan, Group Dental Plan and Group Long-Term Disability Plan are shared on an equal basis by the Employer and the employee.

ARTICLE 31 - Training, Development and Retraining

31.01 Regular full-time employees have access to the Staff Training, Development and Tuition Benefit Policy and Procedure and to the Policy and Procedure on Study Leave. These are attached to this Collective Agreement as Appendix B and C respectively for information and reference purposes.

31.02 In the event that the Employer introduces new equipment which results in the requirement for retraining of employees, then the Employer

will provide an opportunity for such retraining. During the retraining period the employee will not suffer a loss of regular wages.

ARTICLE 31A - Technological Change

Definition

31A.01 A change in the Employer's operation directly related to the introduction of equipment or material which will result in changes in the employment status or major changes in working conditions of employees.

Notice

31A.02 The Employer will, except for unexpected developments, give the Union written notice of technological change. A minimum notice of (60) days will be given.

Content

31A.03 The notice will provide information regarding the nature of the technological change and the employees who will be affected.

ARTICLE 32 - Health and Safety

32.01 The Employer and the employees shall comply with all of the provisions of the New Brunswick Occupational Safety Act and Regulations which apply to them, and other pertinent health and safety legislation.

32.02 The Employer will continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome practical suggestions on the subject from the Association and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

32.02A Effective July 1, **2008**, the Employer will pay an amount of **\$130.00** dollars to those Clerks who work full time in the **Imaging Services** bindery on condition that those Employees shall obtain approved safety footwear within two weeks after payment has been made and shall wear this approved safety footwear at all times while at work.

Effective July 1 of every year for the duration of this contract, an allowance of **\$130.00** shall be paid on the same conditions.

32.03 The Employer agrees that if any office of the provincial or

federal governments issues a health and safety alert concerning any product or technique which any employee is required to use on his job, the employee will have the right to refuse to use this product or technique and shall not be subject to any disciplinary action, and shall not be required to resume work until all of the recommended procedures have been implemented to make the job safe.

32.04 Where the Employer is currently supplying protective clothing for employees, this practice will continue. The responsibility for the laundering of this clothing will be the responsibility of the employee to whom the clothing has been assigned.

32.05 The employees in the Department of Imaging Services who normally work in the bindery and copy centres will each receive a clothing allowance of \$65.00 annually. The first payment will be made effective July 1, **2008** and subsequent payments will be made effective July 1, **2009** and July 1, **2010**.

ARTICLE 32A - Sexual Harassment

32A.01 The Parties agree that sexual harassment as defined herein may be the subject of discipline.

32A.02 Sexual harassment is defined as: Conduct of a sexual nature such as, but not limited to, verbal abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person's body, appearance or sexual orientation when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or;
- (b) submission to or rejection of such conduct by an individual is used as the basis for employment, or;
- (c) such conduct interferes with an individual's work performance, or;
- (d) such conduct creates an intimidating, hostile or offensive working environment.

32A.03 Procedures for the treatment of complaints of sexual harassment have been established and are publicized by the University. Such procedures include:

- (a) Sexual Harassment Advisors to provide information, advice, assistance and support (on a confidential basis);
- (b) informal processes such as a direct approach or mediation for attempting to resolve the complaint;
- (c) a process for informal attempts at resolution and for a process

- for filing a formal complaint;
- (d) a process for formally investigating and dealing with such formal complaints.

In administering these procedures, the University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

32A.04 Any information provided by an individual accused of sexual harassment during informal discussions shall be strictly without prejudice.

32A.05 The formal process commences when the complainant files a formal complaint and the individual accused has received written notice of the commencement of formal procedures with a copy to the Association. An Employee, who is an authorized representative of the Association, shall be present at all stages of the formal process.

32A.06 Any discipline imposed on an employee for sexual harassment shall be subject to [Article 9](#) and grievable and arbitrable under [Articles 12](#) and [13](#). In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the employee's request all reference to the complaint of sexual harassment shall be removed from his/her personnel file. The University shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the employee and the Association.

ARTICLE 33 - Joint Consultation

33.01 The Association and the Employer acknowledge the mutual benefits to be derived from joint consultation and may hold joint meetings as required to discuss Association or Employer concerns. The time, date and location of these meetings shall be jointly agreed.

The parties agree that such meetings are for meaningful consultation on matters of mutual interest.

33.02 The representatives attending such meetings shall not have the power to alter, amend, add to, or modify the terms of this Agreement.

33.03 Employees attending these joint consultation meetings shall suffer no loss of pay for time spent to attend these meetings.

ARTICLE 34 - Correspondence

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

To the Employer:

Associate Vice-President, Human Resources
& Organizational Development
University of New Brunswick
Fredericton, N.B.
E3B 5A3

To the Association:

The President
University of New Brunswick
Employees Association
Building 10
University of New Brunswick
Fredericton, N.B.
E3B 5A3

ARTICLE 35 - Job Evaluation Administration

35.01 The Parties agree that a Joint Job Evaluation Committee consisting of two (2) employees named by the Association and two (2) persons named by the Employer shall continue to function as required by sections 35.02 and 35.05. Each Party shall also name an alternate member.

35.02 The Parties agree that the job evaluation factors and point ratings contained in the Job Evaluation Manual, as mutually amended from time to time by the Joint Job Evaluation Committee, will be used to evaluate all positions covered by the Bargaining Unit.

35.03 An employee may request review of his or her job evaluation by obtaining a Reclassification Request form from the Office of Human Resources & Organizational Development, completing the form and submitting it to his or her department head. The department head is to complete his or her section of the form as is the Dean, Director or Head of Administrative Unit concerned. The request form is then forwarded to the Office of Human Resources & Organizational Development.

35.04 The HR Consultant (Salary Administration), Human Resources & Organizational Development, shall review the request and shall

communicate the results to the employee with a copy to the appropriate Dean, Director or Head of Administrative Unit.

35.05 The employee may appeal the results of the review within two months of receiving the results by resubmitting his or her request to the Joint Job Evaluation Committee on the appropriate form. This would be done in the same manner as the original request. The decision of the Joint Job Evaluation Committee shall be final and binding and is not subject to the grievance and arbitration procedure. A change in the classification will require a majority of the four (4) members of the Committee. Where the Joint Job Evaluation Committee has rendered a decision on an employees's appeal, the Committee shall only entertain a subsequent appeal from the same employee on the same position when a minimum of twelve months have elapsed from the date of the Committee's previous decision.

35.06 Incumbents of positions, covered by this Agreement, which are reclassified to a wage grade having a maximum lower than the employee's current rate of pay shall be identified as "Red-Circled". Such identification shall continue until the position is vacated or until the maximum of the reclassified position, as revised from time to time, becomes greater than the current salary of the employee.

For greater clarity, employees identified as "Red-Circled" shall not be eligible to receive a progress-through-the range increase but shall be eligible to receive one-half (1/2) of the applicable group economic increase.

35.07 Incumbents of positions, covered by this Agreement, which are reclassified to a wage grade having a higher maximum than the former classification, or an employee who is successful in applying for a position in a wage grade having a higher maximum than the former classification, shall receive an adjustment of 5% or be adjusted to the minimum of the new wage grade, whichever is the greater.

35.08 The effective date of a salary change resulting from a reclassification will be the documented date of the request for reclassification. For purposes of implementing the salary change the date of implementation will be the start of the nearest bi-weekly pay period.

ARTICLE 36 - Salary Administration

36.01 The salary range for each pay level covered by this Collective Agreement is listed as the Salary Schedule appended to and forming part of this Collective Agreement.

36.02 On initial appointment, a new employee's starting salary within the appropriate salary range will be determined by the Department of Human Resources & Organizational Development in consultation with the hiring department. The salary offer will be made by Human Resources & Organizational Development and will take into account the individual's relevant formal education and related work experience in relation to the qualification requirements for the particular position.

36.03 Employees will have access to an electronic itemized statement with their pay showing all earned wages and deductions from their pay. Employees who request a written statement of earnings and deductions on an on-going basis, are to receive a written statement.

36.04 All new employees will be paid on the bank deposit payroll system. New employees will advise the Employer of their financial institution account number in which they wish to have their pay deposited.

36.05 Pay day for employees shall be every second Friday for the preceding two weeks.

36.06 When an employee previously authorizes, the Employer shall deduct the cost of a **12 month** parking permit for one or two vehicles **purchased through payroll deduction over 16 pay periods or to the end of April, whichever comes first. For 4 month and 8 month permits, the maximum number of pay periods is 8 or to the end of April, whichever comes first.**

36.07 Employees authorized to use their personally owned motor cars on an expense account basis will be paid at the Employer's prevailing mileage rate plus **6¢/km** for on-campus or travel in Fredericton. Monthly car allowance may be paid to certain appointments where duty transportation facilities are not provided by the Employer. The extent of the allowance will vary with the usage pattern.

ARTICLE 36A - Temporary Assignment

36A.01 When the Employer temporarily assigns an employee to a bargaining unit job at a higher pay level for a specified period of time of **4 days** or more where the employee performs the duties of the higher level job, then the Employer will adjust the employee's salary by 5% for the period worked or to the minimum of the salary range of the higher pay level, whichever is greater. When the Employer temporarily assigns an employee to a higher level job out of the bargaining unit for **4 days** or more, then the Employer will adjust the employee's salary by a minimum of 5% for the period worked. Employees selected for such temporary

assignments shall be selected within the department on the basis of qualifications, skill and ability. Where these are equal, the deciding factor shall be seniority as defined in [Clause 10.01](#).

ARTICLE 37 - Salary Increases

37.01 The hourly rate for each employee, who has not been identified as "Red-Circled" under [Clause 35.06](#), shall be increased by:

- (a) an economic adjustment of **2.5%** of the hourly rate effective from July 1, **2008**.
- (b) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate effective from July 1, **2008**. No employee may be adjusted beyond the maximum of his or her pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. Employees hired between July 1, **2008** and June 30, **2009** are eligible for a pro-rated PTR adjustment of 1% for more than one month but less than 3 months, 2% for 3 months but less than 6 months, 3% for 6 months but less than 9 months, or 4% for 9 months or more of service.
- (c) an economic adjustment of **2.5%** of the hourly rate effective from July 1, **2009**.
- (d) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate resulting from the adjustment of (b) above effective from July 1, **2009**. No employee may be adjusted beyond the maximum of his or her pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. Employees hired between July 1, **2009** and June 30, **2010** are eligible for a pro-rated PTR on the same formula as [Clause 37.01\(a\)](#).
- (e) an economic adjustment of **2.5%** of the hourly rate effective from July 1, **2010**, and
- (f) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate resulting from the adjustment of (d) above effective from July 1, **2010**. No employee may be adjusted beyond the maximum of his or her pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. Employees hired between July 1, **2010** and June 30, **2011** are eligible for a pro-rated PTR on the same formula as [Clause 37.01\(a\)](#).

37.02 The Progress-Through-the-Range increases set out in [Clause 37.01\(a\)](#) shall be effective from July 1, **2008** and are applicable to regular earnings only. These increases are applicable to each employee

employed on the date of signing or who retired or died since July 1, **2008**.

The hourly rate increases set out in [Clause 37.01 \(b\)](#) and (c) shall be effective from July 1, **2009** and are applicable to each employee employed on July 1, **2009**.

The hourly rate increases set out in [Clause 37.01 \(d\)](#) and (e) shall be effective from July 1, **2010** and are applicable to each employee employed on July 1, **2010**.

37.03 Salary increases for those employees who are identified as "Red-Circled" on July 1, **2008** and/or July 1, **2009** and/or July 1, **2010** shall be governed by [Clause 35.06](#).

37.04 Each salary range level shall be increased by the economic increases set out in [clause 37.01](#) (a), (c) and (e), as shown in the Salary Ranges attached to this Agreement.

ARTICLE 38 - Duration and Termination

38.01 This Agreement shall come into force on the date of signing, other than the special provisions for wages as provided in [Article 37](#), and shall expire on June 30, **2011**, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the Industrial Relations Act with a view to the renewal or revision of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until:

- (a) a renewal or revision of this Agreement or a new Agreement is signed; or
- (b) a lawful strike or lockout occurs in accordance with the provision of the *Industrial Relations Act*.

38.02 Further to [Article 38.01](#), the Parties agree that the Association may provide notice to bargain and initiate bargaining on or after January 1, **2011**.

ARTICLE 39 - Memorandums of Agreement and Understanding

39.01 Memorandums of Agreement and Memorandums of Understanding to this agreement shall become part of this Collective Agreement.

39.01A Where Memorandums of Agreement and Memorandums of

Understanding are agreed to by the Parties hereto during the term of this Collective Agreement, they shall be signed for the Employer by the Vice-President (Finance & Corporate Services) or his/her designate and for the Association by the President of the Association and one other member of the Executive Board.

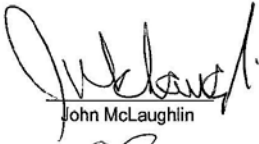
THIS COLLECTIVE AGREEMENT

SIGNED AT FREDERICTON, N.B.

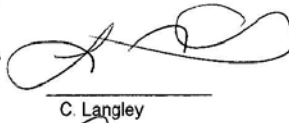
THIS 20TH DAY OF MARCH, 2009

UNIVERSITY OF
NEW BRUNSWICK

UNIVERSITY OF
NEW BRUNSWICK
EMPLOYEES ASSOCIATION




John McLaughlin



C. Langley



P. McDougall



G. McKay



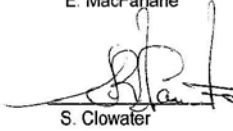
T. Livingston



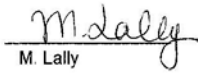
E. MacFarlane



A. Walsh



S. Clowater



M. Lally

SALARY RANGES UNBEA - SALAC

	Salary Range (Hourly)		
	July 1/08	July 1/09	July 1/10
	Min.-Max.	Min.-Max.	Min.-Max.
Level I (100-159 points)	11.40-15.03	11.68-15.41	11.98-15.80
Level II (160-210 points)	13.70-16.68	14.04-17.10	14.39-17.53
Level III (211-261 points)	15.08-18.04	15.46-18.49	15.85-18.95
Level IV (262-312 points)	16.68-19.52	17.10-20.01	17.53-20.51
Level V (313-363 points)	18.04-21.49	18.49-22.03	18.95-22.58
Level VI (364-417 points)	19.52-23.35	20.01-23.93	20.51-24.53

MEMORANDUM OF AGREEMENT # 1

between

University of New Brunswick
and
University of New Brunswick Employees Association

Employment Equity Committee

The parties recognize that the University of New Brunswick, after consultation with employees, has committed itself under the Federal Contractors Program to identify and remove artificial barriers to the selection, hiring, promotion and training of members of four designated groups, i.e., women, aboriginal peoples, persons with disabilities and visible minorities.

The parties are committed to the general principles of employment equity, that is, to build and maintain employment policies and practices that ensure fairness.

The parties therefore agree to co-operate in the development and implementation of an employment equity program for all employees in fulfilment of the Federal Contractors Program requirements and to fulfil the general commitment to fair employment policies and practices.

To this end, a Joint Employment Equity Committee shall be established between UNB and UNBEA (SALAC and GLTA) for the purpose of consultation between the parties on all aspects of the development, implementation and monitoring of the employment equity program.

The Employment Equity Committee shall consist of two (2) members and one (1) alternate member appointed by UNBEA and two (2) members and one (1) alternate member appointed by the University. Both parties should strive to appoint members who represent the designated groups to which the Federal Contractors Program applies. Members should be appointed within thirty (30) days of the signing of the Collective Agreement.

Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

MEMORANDUM OF AGREEMENT # 2

between

University of New Brunswick
and
University of New Brunswick Employees Association

Revised Sick Leave Policy for Probationary Staff Employees

The current paid sick leave allotment for probationary staff employees is one day per month, and unused days accumulate until the successful completion of the probationary period. With effect from the date of signing, this allotment will be increased as follows:

1. Probationary employees will still be eligible for one (1) day of paid sick leave per month, as described above. A probationary employee who is absent due to illness or injury shall first use all of the paid sick days that he or she has accumulated.
2. After all such accumulated sick days have been used, a probationary employee whose illness continues will be eligible to receive fifty-five (55) percent of his or her normal salary for up to fifteen (15) further weeks of absence.

This policy shall apply to all probationary staff employees from their first day of work, and shall in all instances meet the requirements of the Unemployment Insurance Commission for registration purposes. There is no change in the sick leave/long-term disability plan as it affects regular employees, and all employees shall still automatically be included in that plan upon the successful completion of their probationary period.

Written evidence from a physician will be required to support any absence of more than two (2) consecutive days.

Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

MEMORANDUM OF AGREEMENT # 3

between

University of New Brunswick
and
University of New Brunswick Employees Association

Lay Off and Training

The Parties agree that both training and on the job temporary work experience benefit both the employee and the University.

The University will continue to assist employees whose positions are being discontinued in a number of ways. An employee about to be laid off will consult with the Department of Human Resources and Organizational Development to determine if an appropriate vacancy exists as well as identify any specific areas where some short-term training would assist the employee to qualify for an appropriate vacancy.

In addition, the University will try, where possible, to postpone the date of layoff if the affected employee could be transferred to an appropriate, temporary vacancy. The University may explore whether short term training and/or alternate work experience will qualify an employee, about to be laid off, for a vacant position.

The Parties recognize it is not possible to accommodate every training request or temporary job reassignment. However, because of the advantages that result from these events, the University is supportive of the direction that both on the job training and temporary job assignment provide.


Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

MEMORANDUM OF AGREEMENT # 4

between

University of New Brunswick
and
University of New Brunswick Employees Association

Voluntary Separation and Early Retirement

The Parties agree that the University of New Brunswick may enter into an agreement for early retirement with an employee who wishes to terminate employment with the University of New Brunswick on the following basis:

- 1) the termination is consistent with the organizational needs and/or financial interests of the University. For example, the termination may result in the elimination of the employee's position, prevents the layoff of another employee or the position can be replaced by an employee on layoff.
- 2) such arrangements, which may include, methods to offset the early retirement penalty that currently exists in the Public Service Superannuation Plan or a lump sum, may be explored informally between the University and the employee.
- 3) all communication prior to a formal application being made by the employee to the University shall be without prejudice to the employee and the University of New Brunswick.
- 4) any agreement between the University of New Brunswick and an employee will require the written approval of the Association which shall not be unreasonably withheld.

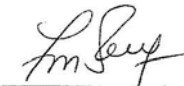
Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

MEMORANDUM OF AGREEMENT # 5

between

University of New Brunswick
and
University of New Brunswick Employees Association

The Collective Agreement

The Parties recognize that some problems can arise in the workplace due to a lack of knowledge of the Collective Agreement.

Therefore, at least twice a year, newly appointed supervisors and managers, who supervise bargaining unit employees, will be invited to attend a workshop presented by Human Resources and the Association, that provides information on the Collective Agreement.

These workshops may be open to all faculty and staff including supervisors and bargaining unit employees.

Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

MEMORANDUM OF AGREEMENT # 6

between


University of New Brunswick
and
University of New Brunswick Employees Association

Fringe Benefits Costs

The Parties reaffirm their commitment to continue the past practice of exploring cost containment initiatives through the Fringe Benefits Review Committee process, subject to the Collective Agreement.


Dated this 20th day of March, 2009.

For the Association:



C. Langley

For the University:



P. McDougall

APPENDIX A

GROUP INSURANCE BENEFITS

The Group Insurance Policies described below, and the New Brunswick Public Service Superannuation Plan described in [Clause 28.01](#), form the core of the UNB Fringe Benefits Program. All regular full-time employees become members of these policies upon completion of their probationary periods, and retain the protection of these policies for themselves and their families so long as they are employed by the University.

Fringe Benefits Policy at the University of New Brunswick is developed and controlled by the Fringe Benefits Review Committee. This committee, upon which UNB Employees Association has representation, reports directly to the President and is composed of University administrators and representatives of each employee group at the University. The Vice-President (Finance & Corporate Services) is Chairman of this Committee. The day-to-day administration of fringe benefits policies is the responsibility of the HR Consultant (Benefits and Pensions) in the Department of Human Resources & Organizational Development, to whom all inquiries concerning fringe benefits should be directed.

1. **Group Health Insurance:** This plan is designed to be supplementary to NB Medicare. In general terms, the Plan pays the whole costs of common medical expenses, including prescription drugs, semi-private hospital accommodation, private duty nurses, local ambulance services, and out-patient hospital services. The Plan also covers a large portion of the expenses attendant upon vision care, prosthetic appliances, private hospital rooms when necessary, and other major health care expenses. Members of this plan are insured while travelling anywhere in the world, and are covered for charges incurred for transportation when it is necessary to receive treatment out of the province. Parents or guardians who must accompany insured children for such out-of-province treatments are reimbursed under this plan for a portion of their transportation, hotel, and meal expenses. Continuous part-time employees are also eligible to become members of this plan.
2. **Group Life Insurance:** Coverage under this policy is based on an employee's annual salary. In the event of the death of an employee with no eligible dependents, the beneficiary would receive a lump sum payment equal to the employee's annual salary at the time of death. In the event of the death of an employee with spouse and eligible dependent children, the

beneficiary receives the same lump sum. Additionally, the surviving spouse receives 25% of that salary until his or her death, regardless of remarriage. Each child (to a maximum of 3 children) would receive 5% of that salary, until reaching the age of 21 (or 24 if a full-time student). In the event of the death of an employee with eligible children but no spouse, the lump sum would be paid to the appointed beneficiary and 25% of the annual salary divided among up to 3 eligible children until they reach the age of 21 (or 24 if full-time students). Continuous part-time employees are also eligible for coverage under this plan.

3. **Long-Term Disability:** In the event of total disability due to illness or injury, the insured employee would receive a monthly benefit that is equal to **75% of the first \$1,041.67 of gross monthly salary plus 45% of the next \$3,541.67 of gross monthly salary and 40% of the remainder of gross monthly salary. The monthly LTD benefits will be reduced by any income entitlement payable from the following sources:**
 - a) **disability benefits payable under the Canada Pension Plan**
 - b) **any earnings continuation, pension, group life insurance or other employee benefit plan arrangement sponsored or contributed to by the Employer**
 - c) **disability benefits payable under a union, co-operative, fraternal or other association of which the employee is a member.**
 - d) **any earnings recovered through a legal action, in accordance with a third party liability.**

If the total monthly amount of disability income from the above sources exceeds 80% of the employees pre-disability gross monthly earnings, the LTD benefit will be reduced by the amount of such excess. The waiting period for long-term disability benefits is six months, during which time the employee receives full salary under the University's short-term sick leave policy as described in [Article 15](#). So long as the employee is unable to perform the duties of his or her position, LTD benefits will continue for up to 24 months. If, after 24 months, the employee is totally and permanently disabled, such benefits may continue until the employee reaches the age of 65.

4. **Group Accident Insurance Plan:** Is an optional plan where the premiums are paid by the employee to provide insurance coverage for accidental death and dismemberment.
5. **Dental Plan:** This is a compulsory dental care program for all regular full-time and regular part-time employees and their dependents except that employees who have dental coverage under a spouse's plan may waive coverage if they so choose.

NOTE:

This appendix is for information purposes only. Administration

of the benefits is dependent upon the master policies.

APPENDIX B

STAFF TRAINING, DEVELOPMENT AND TUITION BENEFIT POLICY AND PROCEDURE

The University of New Brunswick wishes to encourage its employees to further develop their job skills so that they may strive for a higher level of accomplishment in their present positions and aspire to reach a higher level of job responsibility within the University.

In no case, will the amount of tuition benefit for an employee, spouse or eligible child, exceed 50% of the regular tuition cost for an undergraduate degree program in that faculty. For single, credit courses, the amount of tuition benefit will be determined by using the regular tuition fee for an undergraduate course. If an individual is enrolled in a cost recovery program not affiliated with a particular Faculty, the tuition benefit will be based on program/course fees for programs/courses for the Faculty of Arts.

Credit Courses (Employees)

POLICY

Subject to the limitation, the University may waive tuition fees for up to two full UNB credit courses per year (1st September to 31st August) for University employees.

ELIGIBILITY

This policy applies to regular full-time support and academic members who are employed, or are expected to be employed, for 12 months or more.

GENERAL

Employees may audit or enroll for credit in a course in the regular academic year, Intersession, Summer School, Extension and the School of Graduate Studies and Research.

Employees are expected to take courses outside of their normal hours of work.

Employees may find that certain courses they require are offered only during their normal hours of work. In this case, employees are expected to make up the time lost. The approval to take courses will take into account the department's ability to accommodate the requests. However, if employees take job-related courses at the request of the employer, then

there will be no necessity to make up the time required.

Employees enrolled in the School of Graduate Studies and Research will receive the remission of fees up to the equivalent dollar value of the fees for two full undergraduate credit courses per year.

Employees are required to pay all supplementary fees.

Employees who are unsuccessful in taking a course must successfully complete the next course at their own expense in order to qualify for the tuition waiver.

PROCEDURE

Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.

Applications are to be submitted at least four weeks prior to course registration.

Employees will be informed in writing by Human Resources & Organizational Development as to whether their applications have been approved or not.

Employees are to present a copy of their course approval at registration.

Credit Courses (Spouses & Dependents)

POLICY

Subject to the limitation, the University will reduce tuition fees by 50% for all UNB degree credit courses taken on either a part-time or full-time basis by spouses and children of eligible employees.

ELIGIBILITY

This policy applies to spouses of eligible employees, including common law spouses; to natural and legally adopted children; and to stepchildren or legal wards of eligible employees and of super-annuated or deceased employees. A child will be eligible up to and including the academic term in which his or her 26th birthday occurs. Spouses or children who are also employees shall be treated as employees only.

GENERAL

Spouses or children who are also employees shall be treated as employees only. Spouses and children may enrol for credit in courses in the regular academic year, Intersession, Summer School, Extension and the School of Graduate Studies and Research.

Spouses and children are required to pay all supplementary fees.

PROCEDURE

Application for spouses and children are to be made by the employees concerned on the application form available in Human Resources & Organizational Development.

Applications by children of super-annuated or deceased employees are to be made by the children on the application form available in Human Resources & Organizational Development.

Applications are to be submitted at least four weeks prior to course registration.

Applicants will be informed in writing by Human Resources & Organizational Development as to whether their applications have been approved or not.

Spouses and children are to present a copy of their course approval at registration.

Non-Credit Courses and Seminars

POLICY

The University may assist employees in developing their technical, administrative, supervisory and managerial skills by sponsoring their attendance at courses, seminars and workshops. This assistance will be dependent upon the employee's department's ability to accommodate the request.

ELIGIBILITY

The policy applies to regular full-time support staff and academic employees who are employed for, or are expected to be employed for, 12 months or more.

GENERAL

The costs of the courses, seminars or workshops **for which the employee's department are to pay must be approved in advance.**

Courses, seminars or workshops may be attended during or after working hours depending upon the time and department requirements. In-house and external training programs are included in this policy.

PROCEDURE

Employees are to make application to their supervisors, who have budgetary signing authority in their department.

Applications are to be submitted at least four weeks prior to course

registration.

Employees will be informed in writing as to whether their applications have been approved.

Employees will normally be reimbursed via direct deposit upon successful completion of the program but costs may be funded in advance, depending on the circumstances.

Leaves for Educational Purposes

POLICY

Employees may be granted leaves of absence with full, partial pay or no pay to upgrade their qualifications. Normally such leaves will be of a short duration.

APPLICATION OF POLICY

This policy applies to regular full-time support staff employees who are employed on a continuing basis.

APPROVALS

Approvals for educational leaves are required by the employees' immediate supervisors, the budgetary signing authorities for the employees' departments, and Human Resources & Organizational Development.

DEPARTMENT BUDGET

Educational assistance should be budgeted for in the departments' annual budgets since the costs of such leaves are to be borne by the employees' departments.

CRITERIA

Applications for educational leaves shall be evaluated on the basis of the employees' work histories, the benefits of the leaves to the employees and the university, and the ability of the employees' departments to accommodate the leave.

PROCEDURE

Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.

Employees will be advised in writing by their immediate supervisors as to whether their applications have been approved or not. This will occur once Human Resources & Organizational Development has reviewed the requests and advised the departments. Leaves that are approved will be documented by a letter signed by the University and the employee

concerned.

GENERAL

Employees are expected to resume employment with the university following completion of the leaves, otherwise full or partial repayment may be required.

Taxation

It should be noted that courses taken by the employees that are job-related and required by the employer are nontaxable. Otherwise, the fees are subject to income tax.

Administration

Questions concerning the interpretation or administration of this policy should be directed to Human Resources & Organizational Development 453-4648.

**APPROVED BY THE BOARD OF
GOVERNORS OCTOBER 13, 1982.**

**REVISION APPROVED BY THE VICE-PRESIDENT
(FINANCE & ADMINISTRATION) JULY 20, 2000.**

REVISION APPROVED JANUARY 14, 2009.

APPENDIX C

POLICY AND PROCEDURE ON STUDY LEAVE

GENERAL POLICY

The University of New Brunswick wishes to encourage its employees to further develop their job skills so that they may strive for a higher level of accomplishment and thereby enhance their ability to contribute to the University.

POLICY

Employees may be granted leaves of absence with full or partial pay to upgrade their qualifications and skills depending upon the derived benefit to the University. Such leaves will not generally exceed six (6) consecutive months. Normally, leave under this policy will not be granted to an employee who has completed less than four (4) years of full-time employment with the University.

POLICY APPLICATION

This policy applies to regular full-time support staff.

APPROVALS

Approvals for study leaves are required from the employee's immediate supervisor, the Dean, Director or appropriate Department Head, and the appropriate Vice-President.

DEPARTMENTAL BUDGET

Study leave costs should generally be included in departments' annual budget requests since the costs of leaves are to be borne by the employees' departments. Exceptional cases, or those where the need cannot be foreseen, may be financed in whole or in part through the use of University contingency funds.

CRITERIA

Application for study leave shall be evaluated on the basis of the benefit to the University, the employee's work history, and the ability of the employee's department to accommodate the leave.

PROCEDURE

Employees are to make written applications to their immediate supervisor.

This should normally be done at least three (3) months prior to the date on which the leave is to begin. All applications for leave under this policy shall include information concerning the duration of the leave requested, the reason for the leave, a project outline stating the objectives of the

leave and the activities involved, and the institution(s) where the study leave will be taken.

Employees will be advised in writing by their immediate supervisor as to whether their application has been approved or not. This will occur once the appropriate Vice-President has reviewed and approved the request and advised the Dean, Director or appropriate Department Head.

UNDERTAKING

Leave granted under this policy is on the understanding that the employee will remain in the employ of the University of New Brunswick after completion of the leave for a period of time at least equal to the duration of the leave. Failure to do so may result in the employee being required to reimburse the University for any monies paid to him or her during the leave. An employee granted leave under this policy also undertakes to submit to his/her immediate supervisor, within one month of return to work, a written report on the results of the leave.

ADMINISTRATION

Questions concerning the interpretation or administration of this policy should be directed to Human Resources & Organizational Development, 453-4648.

APPENDIX D

SKILLS UPGRADING

An employee who participates in an upgrading or skills enhancing program at the request of the Employer will have their salary maintained by the Employer to its' regular earnings level and shall accumulate full seniority during the period of the training program.

APPENDIX E

COMPULSORY RETIREMENT FOR EMPLOYEES WITH LONG-TERM DISABILITIES

Introduction

In order to enable the University to continue its work, it is necessary to replace employees who have been absent from their work for an extended period of time, without a good prognosis for return to work within a reasonable period of time.

Whereas this principle has been recognized for some time, the time limits involved have not previously been defined.

Policy

1. Compulsory retirement of employees with long-term disabilities shall occur between the following time limits:
 - (a) one year after the commencement of the disability (six months after the commencement of disability payments);
 - (b) thirty months (2½ years) after commencement of the disability (two years after commencement of disability payments).
2. Retirement of employees with long-term disabilities shall be taken in consultation with Human Resources & Organizational Development and subject to the following recommendations and approval procedures:
 - Department Heads' recommendation
 - Appropriate Vice-President's approval
3. Criteria for retirement prior to 2½ years after the commencement of the disability include:
 - (a) the urgency of filling the position with a regular replacement;
 - (b) a medical prognosis by the employee's personal physician or a physician appointed or approved by UNB, indicating that the employee will not be able to return to work before the end of the 2½ year period.
4. A review of each long-term disability case shall be initiated by the University one year after the commencement of the disability and from time to time thereafter, as appropriate.
5. Employees retired under this policy will receive special consideration with regard to UNB employment opportunities,

should they be able to return to work at a later date.

6. Arrangements will be made to protect continuing eligibility for benefits, such as group life, group health and dental insurance, in the period after compulsory retirement, for as long as eligibility for disability payments continues. This will be on a premium payment basis, unless he/she qualifies for a waiver of premium.
7. For employees who do not have LTD coverage and do not receive LTD benefits, this policy will apply except that arrangements can be made to continue participation in group life and group health insurance on a premium paid (by the employee) basis until compulsory retirement occurs. Subsequently, he/she can continue participation in the health insurance plan under the retired lives policy. Participation in life insurance ceases at the time of retirement, unless he/she qualifies for a waiver of premium, in which case life insurance continues.

NOTE:

The policy is consistent with the University's Income Protection Plan, which provides LTD coverage for employees who are unable to perform the duties of their own occupation for the period from 6 months to 30 months after the commencement of the disability. After 2½ years (two years on LTD) the employee may be required to assume the responsibilities of any occupation which he/she can handle.

APPENDIX F

Premium Sharing for Eligible Early Retirees

The parties agree that, from the date of signing of the **2008-2011** Collective Agreements **until June 30, 2011**, the University agrees to pay 50% of the health insurance premium to eligible employees on the following basis:

- ◆ eligible employee means an employee from either the SALAC or GLTA bargaining unit who retires with a combined age and UNB service of 85.
- ◆ the maximum number of eligible bargaining unit employees each year that the University is required to pay 50% of the health insurance premium will be four.
- ◆ if, during either of the first **two** collective agreement years, the number of eligible early retirees is less than four, the 50/50 health insurance premium sharing may be offered to an equivalent additional number of eligible early retirees in the following collective agreement year provided the total number of eligible early retirees who receive this premium sharing does not exceed **twelve** during the life of the agreement. (e.g. If, between July 1, **2008** and June 30, **2009**, only three eligible early retirees received the 50/50 premium sharing for health insurance, one additional employee – for a total of 5 – would be eligible between July 1, **2009** and June 30, **2010**).
- ◆ the premium sharing will be for three years or until the employee reaches age 60, whichever comes first.

APPENDIX G

EMPLOYMENT OPPORTUNITIES

The parties believe that effective communication with respect to the status of vacated positions is important. To that end the University has committed:

1. To notifying the Bargaining Unit in a timely fashion when a bargaining unit position is vacated; and
2. To notifying the Bargaining Unit in a timely fashion of the status of vacant bargaining unit positions that have been posted/advertised.

The Parties also recognize the value of the Bargaining Unit being aware as to the University's intentions with respect to vacated positions and to that end the University undertakes to keep the Bargaining Unit informed in a timely fashion.

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