

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

**GROUP: HIGHWAY SUPERVISORS**

**EXPIRES: February 29, 2020**

TABLE OF CONTENTS

ARTICLE	PAGE NO.
PREAMBLE .....	1
ARTICLE 1 - DEFINITIONS .....	1
ARTICLE 2 - APPLICATION OF AGREEMENT .....	2
ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT .....	2
ARTICLE 4 - RECOGNITION .....	3
ARTICLE 5 - PROVINCIAL SECURITY.....	3
ARTICLE 6 - MANAGEMENT RIGHTS .....	3
ARTICLE 7 - UNION SECURITY .....	3
ARTICLE 8 - COMMUNICATIONS.....	4
ARTICLE 9 - NO DISCRIMINATION.....	4
ARTICLE 10 - STRIKES AND LOCKOUTS .....	5
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE.....	5
ARTICLE 12 - GRIEVANCE PROCEDURE .....	5
ARTICLE 13 - ADJUDICATION.....	7
ARTICLE 14 - DISCIPLINE .....	8
ARTICLE 15 - SENIORITY .....	9
ARTICLE 16 - COMPETITIONS AND APPOINTMENTS.....	10
ARTICLE 17 - LAYOFF AND RECALL .....	10
ARTICLE 18 - HOURS OF WORK .....	11
ARTICLE 19 - OVERTIME.....	11
ARTICLE 20 - CALLBACK PAY .....	12
ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES .....	12
ARTICLE 22 - HOLIDAYS .....	15
ARTICLE 23 - VACATIONS.....	16
ARTICLE 24 - SICK LEAVE .....	17
ARTICLE 25 - MATERNITY LEAVE .....	18
ARTICLE 26 - BEREAVEMENT LEAVE.....	21
ARTICLE 27 - COURT LEAVE.....	22
ARTICLE 28 - EDUCATIONAL LEAVE .....	22
ARTICLE 29 - LEAVE FOR UNION BUSINESS .....	24
ARTICLE 30 - OTHER LEAVES OF ABSENCE .....	26
ARTICLE 31 - HEALTH AND SAFETY .....	27
ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS.....	28
ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS .....	30
ARTICLE 34 - PORTABILITY .....	31
ARTICLE 35 - TECHNOLOGICAL CHANGE .....	31
ARTICLE 36 - MERGER AND AMALGAMATION .....	31
ARTICLE 37 - DURATION AND TERMINATION .....	32
ARTICLE 38 - RETROACTIVITY .....	32
SCHEDULE A .....	34
SCHEDULE B .....	46
SCHEDULE C .....	47
LETTER OF UNDERSTANDING - HARASSMENT FREE WORKPLACE .....	49
LETTER OF INTEN - -SUPPLEMENTARY PAY APPLICABLE TO POSITIONS CLASSIFIED AS HIGHWAY SUPERVISOR.....	50
LETTER OF INTENT - PAY APPLICABLE TO POSITIONS CLASSIFIED AS HIGHWAY SUPERVISOR I DURING THE WINTER MAINTENANCE PERIOD .....	51
<u>LETTER OF INTENT</u> - JOB EVALUATION STUDY FOR HIGHWAY SUPERVISORS .....	52
<u>LETTER OF INTENT</u> - TRUCKS AND AVAILABILITY FOR RESPONSE AFTER HOURS .....	54
MEMORANDUM OF AGREEMENT .....	55
LETTER OF INTENT - FLEXIBLE SERIES, HIGHWAY SUPERVISOR I-II.....	59

THIS AGREEMENT made this 20th day of January, 2016.

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

AND: NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, hereinafter called the "Union," party of the second part.

## **PREAMBLE**

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

NOW, THEREFORE, the Parties agree as follows:

## **ARTICLE 1 - DEFINITIONS**

1.01 "Union" shall mean the New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of the Unit.

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

1.03 "Bargaining Unit" or "Unit" shall mean: the group of employees covered by New Brunswick Certification Order 018 PS 5c.1 Highway Supervisors.

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

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

1.05 "Casual Employee" means an Employee who is employed:

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months.

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

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

1.08 Employees may be subdivided into the following categories:

- (a) "Full-time Employees" which are those who normally work the full normal workweek; and
- (b) "Part-time Employees" which are those who normally work less than the full normal workweek.

1.09 Probationary Period

In accordance with the *Civil Service Act* and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of his appointment for a period of six (6) months immediately following the date on which the person reports for work, provided that on or before the expiration of such period of six (6) months the Employer in writing may extend the probationary period for further periods of three (3) months, but the total probationary period shall not exceed twelve (12) months. Where no notice aforesaid is given within the six (6) month time period, the employee shall be deemed to be appointed.

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

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

1.12 Spouse shall mean a husband or wife. It shall also mean an individual who has been residing with the employee for not less than one (1) year, and has been publicly represented as the employee's partner.

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

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

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

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

1.17 **"Pay Increment"** - One step in the pay range.

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

2.01 This Agreement applies to and is binding on the Union, the employees, and the Employer and its Agents.

2.02 It is recognized by the Parties that this is the only Agreement in existence, or may be made by anyone excepting the Parties hereto, covering the terms and conditions of employment, rates of pay applicable to the employees in the Unit.

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

3.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void or materially alters any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate where applicable a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

3.02 Where any provincial legislation which binds the parties to this Agreement clearly specifies and directs that greater rights or benefits than are summatively in effect under this Agreement must be granted to either party, such rights or benefits shall be deemed to form part of and be applicable under this Agreement.

#### **ARTICLE 4 - RECOGNITION**

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 018 PS 5c.1 applies.

#### **ARTICLE 5 - PROVINCIAL SECURITY**

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

#### **ARTICLE 6 - MANAGEMENT RIGHTS**

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

#### **ARTICLE 7 - UNION SECURITY**

7.01 The Employer shall deduct from the wages due to every employee in this Bargaining Units an amount equal to the regular monthly dues of the Union commencing with the month following the month in which the employee was employed.

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

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

7.04 The sums deducted pursuant to this Article shall be remitted to the designated official of the Union in a mutually agreed upon electronic format, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official. The monthly payment of deductions made shall be accompanied by a full list of employees, including names, classifications, and addresses as follows:

1. Full Time Employees
2. Part Time Employees
3. Temporary Employees
4. Seasonal Employees
5. Casual Employees
6. Employees seconded into the bargaining unit.

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

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

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

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

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

## **ARTICLE 8 - COMMUNICATIONS**

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

### **TO THE EMPLOYER:**

Director, Labour Relations Services  
Department of Human Resources  
P.O. Box 6000  
Fredericton, N.B. E3B 5H1

### **TO THE UNION:**

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

8.02 The Employer shall continue to make space available on the existing bulletin boards on which the Union may post notices of meetings and other notices of interest to employees.

8.03 Copies of Agreement

(a) The Agreement shall be posted electronically in both official languages on the Government of New Brunswick internet site.

(b) The translation of the bilingual Collective Agreement will be provided by the Translation Bureau of the Province of New Brunswick for approval of the parties to this Agreement.

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

(d) The printing of the bilingual agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for twenty-five percent (25%) of the cost of printing.

## **ARTICLE 9 - NO DISCRIMINATION**

9.01 No discrimination - The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to the Union, the employees, the Employer and its Agents.

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

## **ARTICLE 10 - STRIKES AND LOCKOUTS**

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

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

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee. For the duration of the administrative period of the Collective Agreement, the Committee shall be comprised of the negotiation team for each party. Every reasonable effort will be made to ensure continuity of team members.

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

11.03 A meeting of the Committee shall be convened by the parties within five (5) days of the date that either party receives an agenda from the other that any matter as outlined under Article 11.02 needs to be referred to joint consultation, and it shall be incumbent upon the party receiving notice to establish the date of meeting within five (5) days or make such other arrangements as is acceptable to the party that issued the notice.

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

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

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

11.07 No employee serving on this Committee shall lose salary or other benefits due to an absence or absences from work under this Article. The expenses of the representatives attending a Committee meeting will be borne by their respective parties.

11.08 The Employer shall ensure that all employees and the Union are notified of any policy which effects their terms and conditions of employment. Any such policy may be referred to the Employer-Employee Relations Committee.

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the employee's Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. As well, prior to the Union filing a grievance starting at the final level, as per 12.06, the parties are encouraged to discuss the matter as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

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

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

FINAL STEP: Within twenty (20) working days from the expiration of the twenty (20) day period referred to in Step One, the employee may present the employee's grievance in writing at the final level of the grievance process either by personal service, by e-mail or by registered mail to the employee's immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at level one and any reply must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of the employee's grievance within fifteen (15) working days from the date on which the employee presented the employee's grievance at the final level, the employee may refer the employee's grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which the employee should have received a reply from the person designated as the final level.

**Grievance Procedure:**

<b>LEVEL</b>	<b>EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN</b>	<b>PRESENT GRIEVANCE TO</b>	<b>EMPLOYER'S TIME TO RESPOND WITHIN</b>
<b>FIRST</b>	<b>20 Working Days</b> after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	<b>20 Working Days</b> from receipt of written grievance
<b><u>FINAL</u></b>	<b>20 Working Days</b> from receipt of reply from <u>first</u> level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05, <b>20 working days.</b>	Person designated by the Employer	<b>15 Working Days</b> from receipt of written grievance



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

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

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

12.06 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Final Step of the grievance procedure within twenty (20) working days of the occurrence thereof. Should the matter not be settled, either party may refer its differences pursuant to the appropriate section of the *Public Service Labour Relations Act*.

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

### **ARTICLE 13 - ADJUDICATION**

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

- (a) the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty, and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

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

- (a) its approval of the reference of the grievance to adjudication; and
- (b) its willingness to represent the employee in the adjudication proceedings.

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

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

## **ARTICLE 14 - DISCIPLINE**

14.01 An employee may be disciplined by oral or written reprimand, suspension with pay, suspension without pay, or discharge.

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

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

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

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

14.05 Where an employee alleges that the employee has been suspended or discharged in violation of clause 14.02, the employee may within twenty (20) days of the date of the employee's suspension or discharge invoke the grievance procedure including adjudication as set out in this agreement and for the purpose of a grievance alleging violation of clause 14.02, the employee shall lodge the employee's grievance at the final level of the grievance procedure.

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

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

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

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

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

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

14.12 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware two (2) calendar weeks prior to the time of said hearing.

14.13 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action.

14.14 The Employee will be provided with a copy of all documents entered in his file. No document entered without his knowledge may be used against that employee.

## **ARTICLE 15 - SENIORITY**

15.01 When an employee has completed his probationary period, his seniority shall date back to his commencement date within the Bargaining Unit.

15.02 Where an employee is promoted or transferred out of the Bargaining Unit and is later returned, he shall return to the employee's former or a higher classification and shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

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

- (a) he is on approved leave of absence;
- (b) he is absent from work while drawing Workers' Compensation Benefits;
- (c) he has been discharged or suspended without pay and reinstated; or
- (d) he is laid off for a period not in excess of twelve months.

15.04 An employee who:

- (a) is on approved leave of absence without pay which exceeds one-half (1/2) the number of working days in any month;
- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage;
- (d) as a seasonal employee is on inactive status; or
- (e) is laid off,

shall not accumulate seniority during such period.

15.05 The Employer shall prepare a seniority list of employees in the Bargaining Unit in the Collective Agreement by Department and shall make these lists available to the Union during January of each year. The list shall include the classification, continuous service date, employee status, days of accumulated seniority for each employee and District of employment.

## **ARTICLE 16 - COMPETITIONS AND APPOINTMENTS**

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

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically or in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater.

16.03 The notice referred to in Article 16.02 shall contain the following information:

- (a) description of the position;
- (b) location of the position;
- (c) required qualifications; and
- (d) the wage rate or range.

## **ARTICLE 17 - LAYOFF AND RECALL**

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

17.02 Where layoffs occur in the bargaining unit, employees shall have the rights and protections provided under the *Civil Service Act* and Regulations.

17.03 The parties recognize that pursuant to section 63(2) of the *Public Service Labour Relations Act* that when conflict occurs between the provisions of this article and the Civil Service Act, the Civil Service Act shall prevail.

17.04 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series within the district where the lack of work or discontinuance of a function has occurred.

17.05 Prior to laying off a full time, part-time or seasonal employee, the Employer shall first release a casual person, casual employee or term employee provided the employee identified for layoff has the qualifications, skills and ability to satisfactorily perform the work of the individual to be released.

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

17.07 Seasonal Inactive Status and Recall

In the event of seasonal civil servants being placed on inactive status, reverse seniority shall apply: that is employees with less seniority in a classification or a lower classification shall be placed on inactive status before employees with greater seniority in that classification or a higher classification provided the employee with the greater seniority is willing to move to the lower classified job, except that no one may claim on the basis of seniority work in an occupation for which he is not qualified or does not have the required ability.

In no case will an employee classified as a seasonal civil servant exercise seniority rights until seniority rights of regular employees have been exhausted.

In the event of recall, employees shall be recalled in order of seniority provided they are qualified and have the required ability.

When the Employer intends to place a seasonal civil servant on inactive status the employee shall be given not less than ten (10) working days written notice. This clause does not apply to seasonal civil servants recalled for short duration of less than ten (10) days for purposes of training.

During the two-week inactive status that may be required each year to maintain seasonal civil service status, a seasonal employee shall not be able to exercise his recall rights.

For the purpose of this sub-article, Department seniority shall apply and the unit of operation shall be the District.

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

18.01 The normal hours of work shall be forty (40) per week from 8:00 a.m. to 5:00 p.m., Monday through Friday inclusive with one hour off each day for lunch.

18.02 Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the forty (40) hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

18.03 Employees shall be entitled to two (2) ten-minute rest periods for each shift worked.

## **ARTICLE 19 - OVERTIME**

19.01 Overtime shall be:

- (a) all authorized time worked in excess of eight (8) hours in any 24 hour period;
- (b) all authorized time worked on an employee's day off.

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

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

- (a) one and one-half (1½) times the employee's regular hourly for an overtime hour worked, or
- (b) straight time off (one hour off for an overtime hour worked) plus one-half (½) the employee's regular hourly rate for an overtime hour worked, or
- (c) time and one half ( 1½) off.

19.04 (a) At the employee's request, banked overtime may be withdrawn each quarter - March 31st, June 30th, September 30th and December 31st.

(b) Notwithstanding (a) above, as of March 31st of each year, all accumulated banked overtime for the previous calendar year - January 1st to December 31st (less any requested compensatory time-off) shall be paid out at the rate it was earned.

(c) Special or unusual circumstances for compensation of banked overtime shall be accommodated where mutually agreed upon.

19.05 A Highway Supervisor who has accumulated forty (40) hours work in one week will not be replaced in the performance of the employee's duties by an employee of another classification for the purpose of the employer avoiding payment for overtime services.

#### **ARTICLE 20 – CALLBACK PAY**

20.01 (a) An employee eligible for overtime who is called into work after the employee has completed the employee's scheduled work period and left the employee's place of work shall be guaranteed a minimum of three hours pay at the overtime rate for such callback

(b) This Article does not apply to:

- (i) regularly scheduled overtime,
- (ii) overtime which is continuous to the employee's scheduled work period,
- (iii) callbacks that occur when the employee is in receipt of the 7.5% Supplementary Pay during the snow removal period and,
- (iv) callbacks that are received from sources other than the Provincial Mobile Communications Center

(c) The maximum number of compensable hours at the overtime rate under this Article shall not exceed eight (8) for any twenty-four (24) period, unless more than eight (8) hours are actually worked, in which case, the actual number of hours worked will be compensated at the overtime rate.

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

21.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedules which form part of this Agreement.

21.02 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, which affect any member of the Bargaining Unit, the pay for such classification shall be determined by negotiations between the Employer and the Union.

21.03 In the event that the Employer and the Union are unable to agree on the pay rate for such classification, (per Article 21.02 above) the dispute shall be submitted to binding arbitration by either Party. Within five (5) days of notice to the other Party of such an intent the Parties shall name side members to the Arbitration Board who shall in turn within ten (10) days of that five (5) day period name a Chairman. If the side members are unable to agree upon a Chairman then the Chairman of the Labour and Employment Board shall be asked to appoint a Chairman.

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

21.05 Anniversary Dates:

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

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

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

#### 21.06 Merit Increases:

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

(b) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the Employer's reason(s) as to why the employee's work performance was not satisfactory.

(c) An employee who has not been granted a merit increase of at least two (2) increments shall have the right to refer their performance evaluation to the Director of Human Resources or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.

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

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

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

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

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

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

(b) Where an employee is promoted, adjustment of salary shall be effective on the first day of the bi-weekly pay period that includes the effective date of the appointment to that position.

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

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

If the employee's rate is below the control point maximum of the new pay range applicable to the employee, the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease.

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

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

#### 21.08 Acting Pay

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

(b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one half (½) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

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

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

(e) Where a temporary assignment is to be for a period of time greater than two (2) months, the Employer shall have notices of such temporary assignment posted in accordance with the provisions of Article 16.01, 16.02 and 16.03.

#### 21.09 Re-earnable Increments

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

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

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

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

#### 21.10 Travel Regulations

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

21.11 During the term of this agreement should the Employer initiate a mandatory course(s) for employees who have been accredited as per their respective classification series, failure to successfully complete such course(s) shall not be grounds to demote an employee or to deny employees their anniversary increment.



## 21.12 Telephone Calls

When an employee is required to place a long distance telephone call for the purpose of carrying out the employee's duties for the Employer, the employee shall be reimbursed the cost of the long distance call.

21.13 An employee who has successfully completed a Technical Training Program approved by the employer may be recommended by the employer for promotion from a Highway Supervisor I to a Highway Supervisor II.

## ARTICLE 22 - HOLIDAYS

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

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

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

- (i) when Christmas Day is Monday - the 25th and 26th of December;
- (ii) when Christmas Day is a Tuesday - the 24th, 25th, and 26th of December;
- (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24th, 25th and 26th of December; or
- (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24th through to the 27th of December, inclusive.

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

22.03 When a day designated as a holiday under clause 22.01 coincides with an employee's day off, that employee shall be granted another day off without loss of pay in lieu of the holiday.

22.04 (a) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half times his/her hourly rate in addition to his/her regular pay for the day.

(b) Where the Employer requires an employee to work on Christmas or Boxing Day, that employee shall be compensated by payment for the hours of work performed at two (2) times the employee's regular rate of pay, in addition to the regular day's pay as provided for in Article 22.01.

22.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

22.06 Except in the case of events which the Employer through proper diligence could not have reasonably foreseen, the Employer shall provide at least five (5) working days notice to an employee who will be required to work on a designated holiday.

The Employer undertakes to advise contractors of the Employer's commitment to its employees by virtue of Article 22.06.

## **ARTICLE 23 - VACATIONS**

23.01 The vacation leave credit:

(a) for employees with less than eight consecutive years employment shall be one and one-quarter ( $1\frac{1}{4}$ ) days per calendar month; and

(b) for employees with eight or more consecutive years employment shall be one and two-thirds ( $1\frac{2}{3}$ ) days per calendar month; and

(c) for employees with twenty or more consecutive years employment shall be two and one-twelfth ( $2\frac{1}{12}$ ) days per calendar month.

23.02 Subject to clause 23.04, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

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

(a) for days on which the employee is on vacation;

(b) for days on which the employee is on a leave of absence with pay granted pursuant to the terms of this Agreement;

(c) for days on which the employee is on sick leave pursuant to the terms of this Agreement; and,

(d) for days on which the employee is absent from work while receiving Worker's Compensation Benefits.

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

23.05 (a) Vacation shall be taken at a time authorized by the Employer and where operational requirements permit, at the time requested by the employee. Such request for vacation shall not be unreasonably withheld.

(b) Employees shall notify the Employer in writing prior to April 15<sup>th</sup> of their preference for vacation dates. Where a scheduling conflict occurs between two or more employees for the same vacation period, operational requirements shall determine the vacation schedule. A written response shall be provided to each individual by May 30<sup>th</sup>. Following May 30<sup>th</sup>, any requests for leave will be responded to within ten (10) working days.

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

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

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

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

23.09 An employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off with pay up to a maximum of eight (8) hours.

23.10 Seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 23.01 only after the completion of an amount of time equivalent to the number of years normally worked by full-time employees.

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

24.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

24.02 Each employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits for that month.

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

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (½) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

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

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

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

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

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

24.09 Where a deduction from salary is to be made pursuant to clause 23.07 hereof, the employee is to be so informed as soon as possible and the deduction shall be made if possible within sixty (60) days.

24.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

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

(b) The parties agree that failure to comply with 24.11(a) above are grounds for the Employer to withhold any wages or other monetary benefits owing in an amount sufficient to reimburse the Employer the amount owing the Employer pursuant to Article 24.11(a).

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

## **ARTICLE 25 - MATERNITY LEAVE**

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

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

25.03 Duration of Leave

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

25.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. An

employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

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

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

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

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

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

25.08 An applicant under Clause 24.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

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

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

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

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

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

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

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

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

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

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

#### 25.17 Child Care Leave

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

(b) The thirty-seven (37) week child care leave period referred to in 25.17 (a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

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

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

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

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

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

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

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

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 24.17(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

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

25.19 An employee shall be granted two (2) days paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

25.20 An employee who resigns his/her position for parental reasons shall retain his/her accrued benefits if he/she becomes re-employed in Part I within six (6) months from the date of his/her resignation.

25.21 Subject to Article 25.17, the total number of weeks an employee is eligible for parental leave may be shortened or lengthened by mutual agreement between the employer and the employee.

#### **ARTICLE 26 - BEREAVEMENT LEAVE**

26.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 25.04.

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

26.03 (a) An employee shall be granted three (3) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's aunt, uncle, niece or nephew.

(b) An employee shall be granted one (1) working day leave of absence, to attend the funeral, in the event of the death of the employee's ex-spouse, without loss of salary or benefits.

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

#### **26.05 Pallbearer Leave**

One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus traveling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

26.06 If an employee is on vacation leave at the time of bereavement, the employee shall be permitted to substitute bereavement leave so as not to use that portion of his vacation leave.

## **ARTICLE 27 - COURT LEAVE**

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

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
  - (i) in or under the authority of a court of justice;
  - (ii) before a court, judge, or coroner;
  - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

27.03 Paid court leave shall not be granted,

- (a) to an employee when the court or similar proceedings have been initiated by himself;
- (b) to an employee to attend court or similar proceedings to which the employee is made a party and which are not associated with the employee's employment;
- (c) to an employee on leave of absence without pay or suspension.

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

## **ARTICLE 28 - EDUCATIONAL LEAVE**

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

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

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

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

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



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

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

28.01.06(1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

28.01.06(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

28.01.07(1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.

28.01.07(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

28.01.08(1) Short Term Educational Leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of 30 working days or less.

28.01.08(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

28.01.09(1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

28.01.09(2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

- (a) Leave of absence with pay for the purpose of writing examinations;
- (b) Payment of expenses of writing the examinations;
- (c) Payment of traveling expenses in accordance with the Travel Regulations.

28.01.10(1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

28.01.10(2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the cost of the following expenses:

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Books.
- (d) Other agreed expenses directly related to the proposed course or training.

28.01.11(1) An employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole National D'administration Publique, National Defense College or a similar institution.

28.01.11(2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the following expenses;

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

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

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

28.02 Subject to the Educational Leave Provisions prescribed in Article 28.01, the parties agree that:

where an employee is directed to take training on a full-time basis the employee shall continue to be paid the employee's regular salary, and the employee shall be reimbursed for all reasonable expenses connected with the employee taking the course and any examinations connected therewith.

28.03 It is recognized by the Parties that Second Language Instruction is of benefit to both the Employer and the employee. Where an employee requests leave for the above and such request is approved by the Employer or where an employee is required by the Employer to take Second Language Training the employee shall:

(a) be granted leave without loss of his/her regular pay; and

(b) be reimbursed for tuition and reasonable travel expenses.

## **ARTICLE 29 - LEAVE FOR UNION BUSINESS**

29.01 Meetings During the Grievance Process

(a) Time off for Liaison Officers

A liaison officer shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by management. Such permission shall not be unreasonably withheld.

(b) Employee presenting a Grievance

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

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

(ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in his district and leave without pay when the meeting is held outside his district.

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

(c) Employee who acts as a Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a Grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held in his district and leave without pay when the meeting is held outside his district.

(d) Grievance Investigations

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

29.02 (a) Liaison Officers: The Employer recognizes the functions of the Liaison Officer include:

- (i) servicing complaints or grievances on behalf of the members of the bargaining unit;
- (ii) receiving from the Employer and on behalf of the members in the workplace, information regarding Employer policies, etc., which affect employees.

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

29.03 Liaison Officers shall be entitled to leave their jobs with their supervisor's permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay, will give their supervisor an explanation of their absence. Employees shall not suffer a loss of regular pay while attending these duties.

29.04 The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a Collective Agreement is in effect and to inform the new employee of the name and location of their Liaison Officer.

29.05 Liaison Officer training courses: Where operational requirements permit, the Employer will grant leave without pay up to two (2) days to a reasonable number of employees who work in the capacity of the Liaison Officer on behalf of the Union to undertake training related to the duties of the Liaison Officer. The Employer will maintain the salary and benefits of the employee during such leave and the Union shall reimburse the Employer.

29.06 Contract Negotiations Meetings

Where operational requirements permit the Employer will grant leave without pay to a reasonable number of employees to attend contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Union will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

29.07 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Union will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

29.08 Meetings Between Employee Organizations and Management

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

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

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

29.10 The Union President

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

- (a) At least sixty (60) days notice of intention to return to work shall be given to the Employer;
- (b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they should be placed in a comparable position in the same department. The first available vacancy in their former workplace, in the same classification and same employment status will be awarded to the employee without the necessity of posting;
- (c) Any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay those of the Employer;
- (e) The employee's seniority shall continue to accrue.

**ARTICLE 30 - OTHER LEAVES OF ABSENCE**

30.01 Examination Leave

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

(b) Where an employee has taken an authorized Educational Course, at the request of the Employer, the employee shall be reimbursed for all reasonable expenses incurred by him for the purpose of attending any and all interviews and/or examinations for accreditation by the recognized Professional Society, Educational Body or Institution. Where there is a choice, the date and location of the employee's attendance will be at the discretion of the Employer.

30.02 Conference Assignment

Where the Employer assigns an employee to attend a conference or seminar, payment of the employee's reasonable expenses may be approved by the Employer.

### 30.03 Leave for Other Reasons

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

30.04 (a) The Employer may at its discretion grant leaves of absence without pay to an employee. Such leave will not be unreasonably denied.

(b) The Employer may at its discretion and upon such terms as it deems advisable grant leave of absence with pay to an employee.

### 30.05 Secondments

(a) Prior to an employee being seconded to a position outside the Highway Supervisor bargaining unit, or an employee in a different bargaining unit being seconded to a position in the Highway Supervisor bargaining unit, the Employer and the Union shall attempt to enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority and grievance/adjudication process. The seconded employee shall sign the Letter of Agreement to acknowledge that he understands and accepts the terms of the secondment.

(b) Where the employee's secondment may affect another union, the Employer and Union shall seek to include the affected union as a party to the Letter of Agreement.

(c) Where the employee is being seconded to or from a non-bargaining position, the Employer and Union shall seek to include the employee as a party to the Letter of Agreement.

### 30.06 Compassionate Care Leave

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

## **ARTICLE 31 - HEALTH AND SAFETY**

31.01 (a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

(b) Protective devices, protective clothing and other equipment deemed necessary by the *Occupational Health and Safety Act* to protect employees properly from injury, other than those of personal nature, shall be supplied by the Employer.

31.02 It is mutually agreed that both the Employer and Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

31.03 An employee required to wear safety footwear shall be reimbursed by the Employer \$100.00 on April 1 of each year.

31.04 An employee required to wear safety prescription glasses, shall be reimbursed by the Employer to the extent of one half (½) the cost of CSA (Industrial) approved lens and frames.

## ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS

### 32.01 Health and Dental Plans

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the existing Province of New Brunswick Health Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

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

(c) In the event that, during the life of this Agreement, additional benefits are added to the Plans resulting in higher premiums being levied by the Standing Committee on Insured Benefits, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present cost sharing basis of the Plan.

### 32.02 Injured on Duty

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

An employee receiving compensation benefits under the *Worker's Compensation Act* for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the WorkSafeNB during the employee's period of total temporary disability.

The absence of an employee who is receiving compensation benefits under the *Worker's Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

For the purpose of this Article, where the WorkSafeNB benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the WorkSafeNB benefits.

### 32.03 Group Life Insurance

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

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at present.

### 32.04 Discontinuance of Retirement Allowance

(a) Subject to the limitations in 32.04(c)(d) and 32.05 below, when an employee with a continuous service date falling before March 31, 2016 and continuous service within the Public Service of the Province of New Brunswick of five (5) years or more, retires due to disability, death, or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of service and prorated for each partial 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.

(b) An employee who "retires" is one who retires at age fifty-five (55) (or later) due to disability and is

granted a pension under the Public Service Shared Risk Plan.

(c) Where an employee with a continuous service date falling before March 31, 2016 dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, their beneficiary, or estate as the case may be.

(d) The retirement allowance will be discontinued effective March 31, 2016 as follows:

(i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.

(ii) Employees with a continuous service date falling before March 31, 2016 shall retain the full years and partial years of continuous service accumulated up to March 31, 2016 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2016 for the purpose of calculating the retirement allowance.

### 32.05 Payout of retirement allowance

(a) Any employee with a continuous service date falling before March 31, 2016 and who therefore remains eligible for a retirement allowance may select one of the following two options for the payment of retirement allowance earned up to March 31, 2016:

(i) an immediate single lump sum payment based on the employee's full and partial years of continuous service on March 31, 2016 and regular rate of pay on March 31, 2016; or

(ii) a single lump sum payment deferred to the time of the employee's retirement, based on the employee's full and partial years of continuous service on March 31, 2016 and regular rate of pay at the date of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement. At the written request of an employee, payment of the deferred retirement allowance in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one (1) payment in each of the two (2) taxation years.

(b) The immediate lump sum payment option in (a)(i) is also available to employees with a continuous service falling before March 31, 2016 and who have not yet accumulated five years or more of continuous service.

(c) An employee who selects an immediate lump sum payment under (a)(i) will not be eligible for any further retirement allowance payment at their retirement.

(d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full and partial years of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after the date of signing. In the event the employer does not provide employees with the required information within the three (3) months after the date of signing, employees will be able to have access to the layoff allowance in Article 32.06 and the retirement allowance in Article 32.05 until such time as the employee is provided the required information.

(e) Employees will have until September 30, 2016 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by September 30, 2016, he will be deemed to have deferred their payment until retirement.

(f) Notwithstanding that the retirement allowance will be discontinued effective March 31, 2016, an employee with a continuous service date falling before March 31, 2016 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the Collective Agreement and March 31, 2016 as follows:

- (i) The employee will notify the Employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance;
- (ii) The single lump sum payment will be based on the employee's full years and partial years of continuous service and rate of pay on the effective date the employee has selected;
- (iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.

32.06 Layoff allowance

(a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after March 31, 2016 for all employees.

(b) When an employee is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full and partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(c) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be.

32.07 Retirement

The normal retirement age shall be sixty-five (65), or as defined in the applicable pension plan. An employee may work beyond the normal retirement age.

32.08 Liability Protection

Employees shall be covered by the Employers Personal Liability Protection Policy as stated in Board of Management Minute 98.0551 and as amended from time to time.

32.09 A seasonal employee shall accumulate service credits for retirement allowance on a prorated basis; the proration being the hours regularly worked in relation to the normal hours worked for full-time employees.

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

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

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

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

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

33.03 Notwithstanding Article 21.05, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.



- 33.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.
- 33.05 Part-time employees may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from employer and employee up to 4.5%.

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

34.01 Upon transfer from Parts II, III or IV of the Public Service:

- (a) an employee is entitled to transfer unused sick leave credits to a maximum of 240 days credit;
- (b) an employee is entitled to transfer unused vacation leave credits;
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;
- (d) an employee shall be entitled to transfer the employee's accumulated pension credits to any other pension plan that is applicable upon the employee's becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

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

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

35.02 When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit the Employer agrees to notify the employees and the Union at least four (4) months in advance of such intention.

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

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

#### **ARTICLE 36 - MERGER AND AMALGAMATION**

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

36.02 Discussion will commence between the parties within ten (10) days of such notice. The employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the bargaining unit. Any employee affected by such take over shall be offered alternate employment, if available with their present employer or another institution, agency or department covered by this agreement and in

the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this agreement.

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

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

36.05 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence the employer shall make very effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the lay off provisions of this agreement.

### **ARTICLE 37 - DURATION AND TERMINATION**

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning December 1, 2014 and ending February 29, 2020 and shall be automatically renewed thereafter for successive periods of Twelve (12) months unless either Party requests the negotiations of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or renewal thereof.

37.02 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force until such time as an agreement has been signed in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

### **ARTICLE 38 - RETROACTIVITY**

38.01 Unless otherwise stated in the agreement, all new wages are retroactive as per the salary schedules listed in this Collective Agreement.

38.02 (a) All present employees are entitled to retroactive pay for all paid hours.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired after the expiry date of the previous Collective Agreement; employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

38.03 Other employees who were employed on the date of expiration of the previous Collective Agreement and who are not employed on the date of signing of this agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the employer within forty-five (45) calendar days from the date of signing of this Collective Agreement.

38.04 All other changes are effective on the date of signing of the collective agreement unless otherwise specifically stated in the agreement.

IN WITNESS WHEREOF, the parties have signed this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry

Hon. Roger Melanson

Bruno LaPlante

Sylvie Daigle - McConnell

Rose O'Grady

Kevin McLean

Charles Boudreau

FOR THE UNION:

Susie Proulx - Daigle

Michelle Losier

Michael Robichaud

Arthur Ames

Kim Mabie

\_\_\_\_\_

\_\_\_\_\_

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2014  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1509	1526	1546	1566	1584	1606	1627	1646	1663	1682	1703	1721	1743	1763	1787	1806	1834	1855	1875

	<b>Control Point Max</b>				<b>Disc Max</b>														
	20	21	22	23	24														
	1895	1921	1942	1965	1992														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1661	1680	1700	1719	1741	1761	1785	1801	1831	1853	1873	1893	1918	1939	1963	1990	2012	2036	2065

	<b>Control Point Max</b>				<b>Disc Max</b>														
	20	21	22	23	24														
	2089	2116	2141	2164	2189														

**SCHEDULE A**  
 Highway Supervisors  
 Effective June 1, 2015  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1517	1534	1554	1574	1592	1614	1635	1654	1671	1690	1712	1730	1752	1772	1796	1815	1843	1864	1884

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1904</b>	1931	1952	1975	2002														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1669	1688	1709	1728	1750	1770	1794	1810	1840	1862	1882	1902	1928	1949	1973	2000	2022	2046	2075

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2099</b>	2127	2152	2175	2200														

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2015  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1525	1542	1562	1582	1600	1622	1643	1662	1679	1698	1721	1739	1761	1781	1805	1824	1852	1873	1893

	<b>Control Point Max</b>																		
	<b>20</b>	21	22	23	24														
	<b>1914</b>	1941	1962	1985	2012														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1677	1696	1718	1737	1759	1779	1803	1819	1849	1871	1891	1912	1938	1959	1983	2010	2032	2056	2085

	<b>Control Point Max</b>																		
	<b>20</b>	21	22	23	24														
	<b>2109</b>	2138	2163	2186	2211														

**SCHEDULE A**  
 Highway Supervisors  
 Effective June 1, 2016  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1533	1550	1570	1590	1608	1630	1651	1670	1687	1706	1730	1748	1770	1790	1814	1833	1861	1882	1902

	<b>Control Point Max</b>				<b>Disc Max</b>														
	20	21	22	23	24														
	1924	1951	1972	1995	2022														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1685	1704	1727	1746	1768	1788	1812	1828	1858	1880	1900	1922	1948	1969	1993	2020	2042	2066	2095

	<b>Control Point Max</b>				<b>Disc Max</b>														
	20	21	22	23	24														
	2120	2149	2174	2197	2222														

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2016  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1541	1558	1578	1598	1616	1638	1659	1678	1695	1715	1739	1757	1779	1799	1823	1842	1870	1891	1912

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1934</b>	1961	1982	2005	2032														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1693	1713	1736	1755	1777	1797	1821	1837	1867	1889	1910	1932	1958	1979	2003	2030	2052	2076	2105

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2131</b>	2160	2185	2208	2233														



**SCHEDULE A**  
 Highway Supervisors  
 Effective June 1, 2017  
 0.50%

<u>Highway Supervisor I</u>	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1549	1566	1586	1606	1624	1646	1667	1686	1703	1724	1748	1766	1788	1808	1832	1851	1879	1900	1922

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1944</b>	1971	1992	2015	2042														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1701	1722	1745	1764	1786	1806	1830	1846	1876	1898	1920	1942	1968	1989	2013	2040	2062	2086	2116

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2142</b>	2171	2196	2219	2244														

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2017  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1557	1574	1594	1614	1632	1654	1675	1694	1712	1733	1757	1775	1797	1817	1841	1860	1888	1910	1932

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1954</b>	1981	2002	2025	2052														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1710	1731	1754	1773	1795	1815	1839	1855	1885	1907	1930	1952	1978	1999	2023	2050	2072	2096	2127

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2153</b>	2182	2207	2230	2255														

**SCHEDULE A**

Highway Supervisors

Effective June 1, 2018

0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1565	1582	1602	1622	1640	1662	1683	1702	1721	1742	1766	1784	1806	1826	1850	1869	1897	1920	1942
	<b>Control Point Max</b>					<b>Disc Max</b>													
	<b>20</b>	21	22	23	24														
	<b>1964</b>	1991	2012	2035	2062														
Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1719	1740	1763	1782	1804	1824	1848	1864	1894	1917	1940	1962	1988	2009	2033	2060	2082	2106	2138
	<b>Control Point Max</b>					<b>Disc Max</b>													
	<b>20</b>	21	22	23	24														
	<b>2164</b>	2193	2218	2241	2266														

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2018  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1573	1590	1610	1630	1648	1670	1691	1711	1730	1751	1775	1793	1815	1835	1859	1878	1906	1930	1952

	<b>Control Point Max</b>																		
	<b>20</b>	21	22	23	24														
	<b>1974</b>	2001	2022	2045	2072														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1728	1749	1772	1791	1813	1833	1857	1873	1903	1927	1950	1972	1998	2019	2043	2070	2092	2117	2149

	<b>Control Point Max</b>																		
	<b>20</b>	21	22	23	24														
	<b>2175</b>	2204	2229	2252	2277														

**SCHEDULE A**  
 Highway Supervisors  
 Effective June 1, 2019  
 0.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1581	1598	1618	1638	1656	1678	1699	1720	1739	1760	1784	1802	1824	1844	1868	1887	1916	1940	1962

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1984</b>	2011	2032	2055	2082														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1737	1758	1781	1800	1822	1842	1866	1882	1913	1937	1960	1982	2008	2029	2053	2080	2102	2128	2160

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2186</b>	2215	2240	2263	2288														

**SCHEDULE A**  
 Highway Supervisors  
 Effective December 1, 2019  
 0.25%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1585	1602	1622	1642	1660	1682	1703	1724	1743	1764	1788	1807	1829	1849	1873	1892	1921	1945	1967

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>1989</b>	2016	2037	2060	2087														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1741	1762	1785	1805	1827	1847	1871	1887	1918	1942	1965	1987	2013	2034	2058	2085	2107	2133	2165

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2191</b>	2221	2246	2269	2294														

**SCHEDULE A**  
 Highway Supervisors  
 Effective February 29, 2020  
 2.50%

Highway Supervisor I	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1625	1642	1663	1683	1702	1724	1746	1767	1787	1808	1833	1852	1875	1895	1920	1939	1969	1994	2016

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2039</b>	2066	2088	2112	2139														

Highway Supervisor II	<b>Min</b>																		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
	1785	1806	1830	1850	1873	1893	1918	1934	1966	1991	2014	2037	2063	2085	2109	2137	2160	2186	2219

	<b>Control Point Max</b>				<b>Disc Max</b>														
	<b>20</b>	21	22	23	24														
	<b>2246</b>	2277	2302	2326	2351														

**SCHEDULE B  
POINTS GUIDE**

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

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

Relationship Between Job Duties and Proposed Training	Main Beneficiary of Proposed Training	Need for Proposed Training
1. Useful but not related	Mostly employee	Employee needs to directly attain minimum education standards of present job
2. Generally related to duties of employee	Equally between employee and organization	Employee needs to keep up with new knowledge and techniques
3. Very specifically related to major portion of employee's duties	Mostly organization	New or potential duties or responsibilities require this training for efficient operation of program

Points	% of Salary
0 - 3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%



## SCHEDULE C

### EDUCATIONAL LEAVE PROVISIONS

Any resemblance between this Addendum and the Non-Bargaining Personnel Policies is purely coincidental.

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

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

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

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

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

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

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

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

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.

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

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

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

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

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

- (a) Leave of absence with pay for the purpose of writing examinations;
- (b) Payment of expenses of writing the examinations;
- (c) Payment of travelling expenses in accordance with the Travel Regulations.

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

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

- (a) tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) books.
- (d) Other agreed expenses directly related to the proposed course or training.

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

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

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Other agreed upon expenses directly related to the course or training.

**LETTER OF UNDERSTANDING**

**between**

**BOARD OF MANAGEMENT**

**and**

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

**Highway Supervisors Group**

**Re: Harassment Free Workplace**

It is hereby agreed and understood that both the Employer and the Union are committed to maintaining a working environment free from harassment and abuse as defined in the Board of Management Workplace Harassment Policy. It is further understood that both parties, as well as the employees, have an obligation under the Policy to work together to prevent harassment and to attempt to recognize and resolve such problems should they arise. Where feasible, informal resolution is encouraged.

An employee lodging a complaint under this Policy may be assisted by a Union representative.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Denis Landry\_\_\_\_\_

Susie Proulx - Daigle\_\_\_\_\_

Hon. Roger Melanson\_\_\_\_\_

Michelle Losier\_\_\_\_\_

Bruno LaPlante\_\_\_\_\_

Michael Robichaud\_\_\_\_\_

Sylvie Daigle - McConnell\_\_\_\_\_

Arthur Ames\_\_\_\_\_

Rose O'Grady\_\_\_\_\_

Kim Mabie\_\_\_\_\_

Kevin McLean\_\_\_\_\_

\_\_\_\_\_

Charles Boudreau\_\_\_\_\_

\_\_\_\_\_

**LETTER OF INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

Re: Supplementary Pay Applicable to Positions Classified as Highway Supervisor

The parties agree that in recognition of additional work requirements during the winter season for those employees currently classified as Highway Supervisor and assigned to a highway division, the Employer will offer a 7.5% wage supplement to be paid during the nineteen (19) week period normally designated by the New Brunswick Department of Transportation as the snow removal period.

This wage supplement is retroactive to the beginning of the 2015-2016 Winter season and shall remain in effect for the life of this agreement, which expires on February 29, 2020.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry

Hon. Roger Melanson

Bruno LaPlante

Sylvie Daigle - McConnell

Rose O'Grady

Kevin McLean

Charles Boudreau

FOR THE UNION:

Susie Proulx - Daigle

Michelle Losier

Michael Robichaud

Arthur Ames

Kim Mabie

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

Re: Pay Applicable to Positions Classified as Highway Supervisor I during the Winter Maintenance Period

Whereas there is a commonality of duties between the Highway Supervisor I and Highway Supervisor II classifications during the winter maintenance period;

The parties therefore agree that:

Highway Supervisor I's shall be compensated as Highway Supervisor II's for the nineteen (19) weeks of the winter maintenance period. That is, Highway Supervisor I's will be compensated at a rate of four (4) pay increments above their current rate of pay for the winter maintenance period.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry

Hon. Roger Melanson

Bruno LaPlante

Sylvie Daigle - McConnell

Rose O'Grady

Kevin McLean

Charles Boudreau

FOR THE UNION:

Susie Proulx - Daigle

Michelle Losier

Michael Robichaud

Arthur Ames

Kim Mabie

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

**Re: Job Evaluation Study for Highway Supervisors**

1. Whereas the Highway Supervisor classifications are the only job classifications in the bargaining unit and consequently there are no other internal jobs to evaluate and serve as comparators; and
2. Whereas the Union has expressed concerns about the evaluation of the Highway Supervisor classifications specifically on the basis of there being no other job classifications available as comparators in the bargaining unit;
3. The parties therefore agree that the Employer will conduct a job evaluation study of the Highway Supervisor classifications in relation to the job classifications in the Engineering and Field bargaining unit.
4. The job evaluation study will use the same job evaluation tool, methodology, point breaks and banding that was last applied to the Engineering and Field bargaining unit in 2011.
5. The study will not re-evaluate the job classifications in the Engineering and Field bargaining unit. The results of the last job evaluation study for the Engineering and Field bargaining unit will serve as the comparators for the evaluation of the Highway Supervisor job classifications.
6. The study of the Highway Supervisor job classifications will not result in any change to the implementation of the recent job evaluation study for the Engineering and Field bargaining unit.
7. The sole purpose of the job evaluation study is to determine the relativity of the Highway Supervisor classifications to job classifications in the Engineering and Field bargaining unit. For greater clarity, the grouping or pay of the job classifications in the Engineering and Field bargaining unit will not change as a result of the job evaluation study for the Highway Supervisor classifications
8. The recommendations shall form the basis of negotiations during the next round of bargaining.
9. The review will be completed ninety (90) days prior to the expiration of the Collective Agreement.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry\_\_\_\_\_

Hon. Roger Melanson\_\_\_\_\_

Bruno LaPlante\_\_\_\_\_

Sylvie Daigle - McConnell\_\_\_\_\_

Rose O'Grady\_\_\_\_\_

Kevin McLean\_\_\_\_\_

Charles Boudreau\_\_\_\_\_

FOR THE UNION:

Susie Proulx - Daigle\_\_\_\_\_

Michelle Losier\_\_\_\_\_

Michael Robichaud\_\_\_\_\_

Arthur Ames\_\_\_\_\_

Kim Mabie\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

**Re: Trucks and availability for response after hours**

Highway Supervisors assigned to a highway division will be permitted to take the departmental assigned vehicle home after regular working hours year round and the following shall apply:

- Departmental vehicles shall be utilized for the sole purpose of performing highway supervisory duties;
- Highway Supervisors shall be available to respond to calls and emergencies outside the regular hours of work year round;
- There shall be no additional compensation to respond, other than the provisions of the collective agreement;
- Highway Supervisors will be exempt from paying a commuting charge year round.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry \_\_\_\_\_

Hon. Roger Melanson \_\_\_\_\_

Bruno LaPlante \_\_\_\_\_

Sylvie Daigle - McConnell \_\_\_\_\_

Rose O'Grady \_\_\_\_\_

Kevin McLean \_\_\_\_\_

Charles Boudreau \_\_\_\_\_

FOR THE UNION:

Susie Proulx - Daigle \_\_\_\_\_

Michelle Losier \_\_\_\_\_

Michael Robichaud \_\_\_\_\_

Arthur Ames \_\_\_\_\_

Kim Mabie \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## MEMORANDUM OF AGREEMENT

between

**NEW BRUNSWICK BOARD OF MANAGEMENT (the “Employer”)**

and

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, GROUP: HIGHWAY SUPERVISORS (the “Union”)**

Further to *An Act to Amend the Public Service Labour Relations Act*, S.N.B. 2010, c. 20 (the “Act”), which received Royal Assent on April 16, 2010, the Parties enter into this Memorandum of Agreement pursuant to Section 10 of the Act, and set forth the following provisions, which are binding on the Employer, the Union, and the employees in the bargaining units for which the Union has been certified:

### **PART I – Definitions**

“Collective Agreement” means the collective agreement presently in effect between the Parties with respect to the Highway Supervisors bargaining unit.

“Previously Excluded Casual Employee” means a person who is doing the work of classifications represented by the Union pursuant to Certification Order Number 018 PS 5c.1, who is employed:

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months; and

who, immediately prior to June 17, 2010, would have been excluded from the definition of “employee” under Section 1 of the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, because of being employed on a casual or temporary basis and had not been so employed for a continuous period of six months.

### **PART II – Amendments to Collective Agreement**

This Part of the Memorandum of Agreement amends the collective agreement, and these amendments will apply to all workers represented by the Union.

#### **Article 1 – Definitions**

##### **Article 1.04**

The definition of “Employee” is hereby amended by deleting “(b) a person employed on a casual or temporary basis unless so employed for a continuous period of six months or more.” The definition of “Employee” shall therefore be:

1.04 “Employee” shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal workweek.

## **Article 1.05**

The definition of “Casual or Temporary Basis” is hereby deleted, and replaced with the following definition of “Casual Employee:”

- 1.05 “Casual Employee” means an Employee who is employed:
- (a) on a temporary basis to respond to a temporary increase in workload;
  - (b) on a temporary basis to replace an absent employee; or
  - (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months.

## **PART III – Terms and Conditions of Previously Excluded Casual Employees**

Only the following terms and conditions shall apply to Previously Excluded Casual Employees.

### **Status of Employment**

In accordance with section 63.1(2) of the Public Service Labour Relations Act, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status.

As per the above, it is understood that Previously Excluded Casual Employees do not hold permanent employment within the Public Service.

### **Seniority**

Seniority for Previously Excluded Casual Employees shall be the number of hours of service in casual employment, excluding overtime, in Part I of the Public Service from June 17, 2010. Service will only include hours actually worked by the Previously Excluded Casual Employee.

Effective the date of signing of this Memorandum of Agreement, a Previously Excluded Casual Employee shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of Previously Excluded Casual Employees and shall make this list available to the Union by February 1st of each year.

### **Seasonal Recall**

Subject to the availability of work, a Previously Excluded Casual Employee is eligible for recall to seasonal casual work for which he or she was previously employed. Recall shall be based on seniority and satisfactory work performance. Where the Employer determines that more than one Previously Excluded Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference for seasonal recall.

## **Union Dues**

The Employer shall deduct union dues from all Previously Excluded Casual Employees commencing thirty (30) days from date of signing of this Memorandum of Agreement, or within such reasonable period of time as can be accommodated within the payroll system.

## **Rate of Pay**

A Previously Excluded Casual Employee shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the Previously Excluded Casual Employee is working,
- or
- (b) the rate paid to the Previously Excluded Casual Employee immediately prior to the commencement of this agreement.

The rate of pay for a Previously Excluded Casual Employee may be higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

## **Vacation**

In addition to the applicable rate of pay,

- (a) Previously Excluded Casual Employees who have less than eight years of continuous employment with the employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.
- (b) Previously Excluded Casual Employees who have eight or more years of continuous employment with the employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

## **Holidays**

The seven (7) public holidays are New Year's Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one of those days under the *Employment Standards Act*.

A Previously Excluded Casual Employee shall receive pay for public holidays in accordance with the *Employment Standards Act*.

## **Grievances**

A Previously Excluded Casual Employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Memorandum of Agreement.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry\_\_\_\_\_

Hon. Roger Melanson\_\_\_\_\_

Bruno LaPlante\_\_\_\_\_

Sylvie Daigle - McConnell\_\_\_\_\_

Rose O'Grady\_\_\_\_\_

Kevin McLean\_\_\_\_\_

Charles Boudreau\_\_\_\_\_

FOR THE UNION:

Susie Proulx - Daigle\_\_\_\_\_

Michelle Losier\_\_\_\_\_

Michael Robichaud\_\_\_\_\_

Arthur Ames\_\_\_\_\_

Kim Mabie\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LETTER OF INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

Re: Flexible Series, Highway Supervisor I-II

Effective date of signing of the collective agreement, the Department of Transportation will apply a progression standard for the flexible Highway Supervisor classification series whereby employees without a completed Engineering Technology course who have completed six (6) years of work experience as a Highway Supervisor I will be deemed to meet the equivalency requirements for the Highway Supervisor II level. Consequently, a Highway Supervisor I who meets this progression standard and who is assigned and performing the work of a Highway Supervisor II on the date of the signing of the collective agreement will be promoted, effective the date of signing of the collective agreement, to a Highway Supervisor II in accordance with Article 21.07 of the collective agreement.

Dated at Fredericton, New Brunswick this 20<sup>th</sup> day of January, 2016.

FOR THE EMPLOYER:

Hon. Denis Landry

Hon. Roger Melanson

Bruno LaPlante

Sylvie Daigle - McConnell

Rose O'Grady

Kevin McLean

Charles Boudreau

FOR THE UNION:

Susie Proulx - Daigle

Michelle Losier

Michael Robichaud

Arthur Ames

Kim Mabie

\_\_\_\_\_

\_\_\_\_\_