

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**GROUP: ENGINEERING & FIELD**

**EXPIRES: November 30, 2014**

**13657 (02)**

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THIS AGREEMENT made this 20<sup>th</sup> day of December 2011.

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

AND: THE 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 this 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 "Units" shall mean: the group of employees covered by New Brunswick Certification Order Number 013 PS 2c Engineering and Field.

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 Bargaining 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; and

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

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

1.06 "Seasonal Employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service Position. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on "Inactive Status" during the period in which the 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

(a) In accordance with the *Civil Service Act* and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of 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.

(b) The probationary period for employees employed in agencies and institutions not subject to the *Civil Service Act* and Regulations shall be the same as (a) above.

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

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

1.12 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 013 PS 2c 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 (15<sup>th</sup>) 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  
Office 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.

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 or by mailing 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 ten (10) 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 Step Two.

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

**STEP THREE:** Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present the employee's grievance in writing at the third level of the grievance process either by personal service or by mailing it 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 levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the 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>10 Working Days</b> from receipt of written grievance
<b>SECOND</b>	<b>10 Working Days</b> from receipt of reply from first level or date reply should have been received	Person designated by the Employer	<b>10 Working Days</b> from receipt of written grievance
<b>THIRD</b>	<b>10 Working Days</b> from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05, 20 working days.	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 Step Three 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 a 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 seniority lists of employees in the Bargaining Unit by Department or Corporation and shall make these lists available to the Union during January of each year. The list(s) shall include the classification, continuous service date, employee status, days of accumulated seniority for each employee and Region or 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 in the buildings out of which the employees who may be eligible to enter the competition work. The Employer may also post notices of such competition electronically. 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.

16.04 Where the Employer decides to fill a vacant position in Departments/Agencies not covered by the *Civil Service Act*, such position shall be filled on the basis of skills, qualifications and ability as between competing applicants. Where an employee who is not governed by the provisions of the *Civil Service Act* wishes to appeal the filling of a vacant position, such matter shall be made subject to the grievance procedure and referable to adjudication for resolution.

#### **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 head office branch, district or region of the Department or Agency 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 For employees not covered by the provisions of the *Civil Service Act*:

(a) Where the Employer intends to lay off an employee in the Bargaining Unit, the Employer shall provide the employee with at least two (2) months notice in advance of such lay-off.

(b) Such laid off employees shall be recalled to fill any positions for which they are qualified before new employees are hired to fill any positions in the Bargaining Unit. This provision is in effect for a period not to exceed twelve (12) months from time of lay-off.

(c) In addition to the protections and rights under 17.07 (a) and (b) above, reverse seniority shall apply to lay offs. For the purposes of lay off and bumping rights, seniority shall be computed on the basis of length of service within the bargaining unit and in the case of equal seniority within the department, corporation or agency. Bumping rights shall be limited to bumping within the employee's Department Corporation or Agency and within the same classification series. That is, employees with less seniority shall be laid off before employees with greater seniority in that classification or a higher classification by department, corporation or agency provided the employee with greater seniority is willing to move to the lower classification and is qualified to do the job.

(d) Notwithstanding 17.07 (c) hereof, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

17.08 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 head office branch, district, or region of the Department or Agency.

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

18.01 The purpose of this Article is to provide a basis for computing pay under the provisions of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

18.02 The normal hours of work for Employees in this Collective Agreement shall be thirty-six and one-quarter (36 1/4) per week exclusive of lunch period, five (5) days per week, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

18.03 Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-quarter (36 1/4) or forty (40) hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

18.04 (a) Notwithstanding clause 18.02, where an employee is required by the Employer by reason of seasonal or project requirements to work a normal work week of forty (40) hours, exclusive of lunch periods, such an employee shall be paid for all time so worked at a straight time hourly rate equivalent to the hourly rate applicable to the employee when working thirty-six and one quarter (36.25) hours per week.

Technicians working on a construction project that extends beyond the season in which it commenced shall be considered on seasonal construction while the project work is ongoing for purposes of this Article. Technicians working on design will be considered on seasonal construction when so designated.

(b) An employee assigned to work a forty (40) hour work week as per (a) above will be paid according to Schedule A-1 for the periods when so assigned. Changes in pay under the terms of this Article do not constitute promotions or demotions.

(c) The employee shall receive at least a two-week notice of their return to a thirty-six and one quarter (36.25) hour week.

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

## **ARTICLE 19 - OVERTIME**

19.01 Overtime shall be:

(a) except for those employees covered by clause 18.04 all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;

(b) in respect of those employees covered by clause 18.04 all authorized time worked in excess of eight (8) hours in any 24 hour period.

(c) 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 (1/2) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one half (1½) off.

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

(b) At the employee's request, banked overtime may be withdrawn each quarter - March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup>.

19.05 Article 19 does not apply to Engineering Technician V, District Maintenance Manager and Senior Technical Advisor. Effective December 1, 2012, Article 19 does not apply to employees whose classifications fall in Group 8, with the exception of Environmental Inspectors.

## **ARTICLE 20 - PREMIUM PAY**

20.01 Callback

(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: regularly scheduled overtime, overtime which is continuous to the employee's scheduled work period, or to duties of an employee required to be performed from time to time in excess and outside of the employee's scheduled work period but not normally subject to specific callback by the Employer.

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

The following articles are effective until November 30, 2012. (Effective December 1, 2012, these articles are considered deleted from the Collective Agreement)

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.

Effective December 1, 2012, articles 21.01 to 21.04 above are replaced by the following:

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 The Union recognizes the Employer's exclusive right to assign duties and classify the positions of employees.

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

21.04 (a) Where an employee feels that the employee has been incorrectly classified, the employee may submit the matter for review to the Joint Maintenance Committee for determination. A decision of the Joint Maintenance Committee shall be final and binding.

(b) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee.

(c) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee and provide a decision that is final and binding.

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 an employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which, at the discretion of the Employer, the employee may be either placed at the control point maximum of the new classification or retained at his/her 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.

#### 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 New Brunswick Travel Regulations as amended from time to time shall apply to employees in the bargaining unit.

#### 21.11 Dues

(a) Employees covered by the provisions of this Agreement shall be reimbursed by their respective Departments for the dues paid by them to any association or organization, the eligibility of membership in which is established as a necessary special requirement or prerequisite for employment.

(b) 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 Employees assigned to Winter Road Patrol at the Department of Transportation shall be entitled to a shift differential of fifty cents (\$0.50) per hour for all hours worked on a shift where at least half of the hours worked on the shift fall between 5:00 p.m. of one day and 8:00 a.m. of the following day. The shift differential shall not be paid for time worked at the overtime rate.

### **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 25<sup>th</sup> and 26<sup>th</sup> of December;
  - (ii) when Christmas Day is a Tuesday - the 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> of December;
  - (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> of December; or
  - (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24<sup>th</sup> through to the 27<sup>th</sup> 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.

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

## **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 (1¼) days per calendar month; and

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

(c) for employees with twenty or more consecutive years employment shall be two and one-twelfth (2 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 (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15<sup>th</sup>) 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 (½) the number of working days in any month, no vacation credits shall accumulate for that month but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

23.05 (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 with consideration for seniority, 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 seven and one-quarter ( 7¼) hours or eight (8) hours, depending on the employee's normal hours of work.

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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 24.07 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 25.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

25.09 An employee who is absent from work and is receiving 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 25.17 (a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

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

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

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 26.04.

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

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 École Nationale D'administration, École 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 Engineering and Field bargaining unit, or an employee in a different bargaining unit being seconded to a position in the Engineering and Field 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 (a) An employee required to wear safety footwear shall, upon proof of purchase, be reimbursed by the Employer for the actual cost of C.S.A. approved footwear up to a maximum of:

- (i) \$90.00 per fiscal year or;
- (ii) \$180.00 over a two consecutive fiscal year period.

This would be effective the date of signing.

Effective December 1, 2012, an employee required to wear safety footwear shall, upon proof of purchase, be reimbursed by the Employer for the actual cost of C.S.A. approved footwear up to a maximum of:

- (i) \$100.00 per fiscal year or;
- (ii) \$200.00 over a two consecutive fiscal year period.

(b) Where the Employer requires an employee to wear specific uniforms, such uniforms will be supplied by the Employer.

(c) Every effort will be made to provide summer issue clothing by May fifteenth (15<sup>th</sup>) and winter clothing by September fifteenth (15<sup>th</sup>) of each year.

(d) The Employer agrees to clean and repair issued clothing in accordance with current practices.

31.04 An employee required to wear safety prescription glasses, shall be reimbursed by the Employer to the extent of one half (1/2) 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 Plans.

### 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 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 WorkSafeNB benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of 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 Retirement Allowance

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

(b) An employee who "retires" is one who retires at age fifty-five (55) (or later) due to disability and is granted a pension under the *Public Service Superannuation Act*.

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



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

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

#### 32.05 Retirement

The normal retirement age shall be sixty-five (65). An employee's employment shall be extended beyond the age of sixty-five (65) provided that:

(a) the employee requests such extension in writing a minimum of three (3) months prior to reaching the normal retirement age, and

(b) there shall be no interruption and/or discontinuation of service, and

(c) such employee is capable of performing his assigned duties.

#### 32.06 Liability Protection

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

32.07 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 every effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the lay off provisions of this agreement.

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

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning December 1, 2010 and ending November 30, 2014 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 otherwise specifically stated in the agreement.

IN WITNESS WHEREOF, the parties have signed this 20<sup>th</sup> day of December 2011.

FOR THE UNION:

Susie Proulx-Daigle

Paméla Boulay

Joanne McCarthy

Alyosius Mullin

Allain Martin

Terry Richard

\_\_\_\_\_

FOR THE EMPLOYER:

Hon. Blaine Higgs

Dawn Davies

David Daigle

Jules Michaud

Mike Cormier

Leslie Marques

Rita Guimond

**SCHEDULE A**

**ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE DECEMBER 1, 2010 (0.00%)**

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		21	22	23
Group 1	1107	1133	1150	1162	1176	1190	1204	1221	1234	1251	1262	1278	1293	1307	1329	1341	1358	1373	1388	1406	1425	1442	1456	1478
Group 2	1222	1235	1252	1264	1279	1294	1310	1330	1342	1359	1374	1389	1407	1426	1443	1458	1479	1497	1515	1535	1556	1574	1592	1610
Group 3	1331	1343	1360	1375	1390	1408	1427	1444	1460	1481	1498	1516	1536	1559	1576	1593	1611	1631	1647	1669	1689	1711	1728	1754
Group 4	1442	1456	1478	1496	1514	1534	1555	1572	1591	1609	1628	1645	1666	1686	1709	1724	1753	1773	1794	1813	1835	1856	1879	1904
Group 5	1589	1606	1626	1643	1664	1684	1706	1722	1749	1770	1792	1811	1833	1853	1875	1902	1922	1945	1973	1996	2022	2047	2069	2093
Group 6	1746	1768	1789	1809	1831	1851	1871	1896	1920	1943	1969	1993	2017	2044	2066	2090	2119	2139	2165	2192	2216	2247	2272	2298
Group 7	1911	1933	1956	1982	2005	2033	2056	2078	2103	2130	2152	2181	2207	2234	2263	2289	2316	2346	2375	2404	2429	2461	2490	2523
Group 8	2082	2107	2132	2154	2184	2209	2236	2266	2291	2319	2348	2378	2406	2432	2466	2493	2526	2557	2587	2618	2645	2679	2709	2743
Group 1						Group 2						Group 3						Group 4						
Cartographic Technician I						Photographer I						Audio Visual Producer I						Audio Visual Producer II						
Commercial Artist I						Cartographic Technician II						Engineering Technician II						Engineering Technician III						
Photographic Technician I												Commercial Artist II						Photographic Supervisor						
Photographic Technician II												Photographer II												
Engineering Technician I												Cartographic Technician III												
Group 5						Group 6						Group 7						Group 8						
Abstractor						Reg Envir. Enforcement Super						Engineering Technician V						Senior Technical Advisor						
Cartographic Technician IV																		District Maintenance Manager						
Engineering Technician IV																								

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE JUNE 1, 2011 (0.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1107	1133	1150	1162	1176	1190	1204	1221	1234	1251	1262	1278	1293	1307	1329	1341	1358	1373	1388	1406	1425	1442	1456	1478
Group 2	1222	1235	1252	1264	1279	1294	1310	1330	1342	1359	1374	1389	1407	1426	1443	1458	1479	1497	1515	1535	1556	1574	1592	1610
Group 3	1331	1343	1360	1375	1390	1408	1427	1444	1460	1481	1498	1516	1536	1559	1576	1593	1611	1631	1647	1669	1689	1711	1728	1754
Group 4	1442	1456	1478	1496	1514	1534	1555	1572	1591	1609	1628	1645	1666	1686	1709	1724	1753	1773	1794	1813	1835	1856	1879	1904
Group 5	1589	1606	1626	1643	1664	1684	1706	1722	1749	1770	1792	1811	1833	1853	1875	1902	1922	1945	1973	1996	2022	2047	2069	2093
Group 6	1746	1768	1789	1809	1831	1851	1871	1896	1920	1943	1969	1993	2017	2044	2066	2090	2119	2139	2165	2192	2216	2247	2272	2298
Group 7	1911	1933	1956	1982	2005	2033	2056	2078	2103	2130	2152	2181	2207	2234	2263	2289	2316	2346	2375	2404	2429	2461	2490	2523
Group 8	2082	2107	2132	2154	2184	2209	2236	2266	2291	2319	2348	2378	2406	2432	2466	2493	2526	2557	2587	2618	2645	2679	2709	2743
Group 1						Group 2						Group 3						Group 4						
Cartographic Technician I						Photographer I						Audio Visual Producer I						Audio Visual Producer II						
Commercial Artist I						Cartographic Technician II						Engineering Technician II						Engineering Technician III						
Photographic Technician I												Commercial Artist II						Photographic Supervisor						
Photographic Technician II												Photographer II												
Engineering Technician I												Cartographic Technician III												
Group 5						Group 6						Group 7						Group 8						
Abstractor						Reg Envir. Enforcement Super						Engineering Technician V						Senior Technical Advisor						
Cartographic Technician IV																		District Maintenance Manager						
Engineering Technician IV																								

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE DECEMBER 1, 2011 (0.00%)

	Control																				Disc Max			
	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		Point Max	21	22
Group 1	1107	1133	1150	1162	1176	1190	1204	1221	1234	1251	1262	1278	1293	1307	1329	1341	1358	1373	1388	1406	1425	1442	1456	1478
Group 2	1222	1235	1252	1264	1279	1294	1310	1330	1342	1359	1374	1389	1407	1426	1443	1458	1479	1497	1515	1535	1556	1574	1592	1610
Group 3	1331	1343	1360	1375	1390	1408	1427	1444	1460	1481	1498	1516	1536	1559	1576	1593	1611	1631	1647	1669	1689	1711	1728	1754
Group 4	1442	1456	1478	1496	1514	1534	1555	1572	1591	1609	1628	1645	1666	1686	1709	1724	1753	1773	1794	1813	1835	1856	1879	1904
Group 5	1589	1606	1626	1643	1664	1684	1706	1722	1749	1770	1792	1811	1833	1853	1875	1902	1922	1945	1973	1996	2022	2047	2069	2093
Group 6	1746	1768	1789	1809	1831	1851	1871	1896	1920	1943	1969	1993	2017	2044	2066	2090	2119	2139	2165	2192	2216	2247	2272	2298
Group 7	1911	1933	1956	1982	2005	2033	2056	2078	2103	2130	2152	2181	2207	2234	2263	2289	2316	2346	2375	2404	2429	2461	2490	2523
Group 8	2082	2107	2132	2154	2184	2209	2236	2266	2291	2319	2348	2378	2406	2432	2466	2493	2526	2557	2587	2618	2645	2679	2709	2743
Group 1						Group 2						Group 3						Group 4						
Cartographic Technician I Commercial Artist I Photographic Technician I Photographic Technician II Engineering Technician I						Photographer I Cartographic Technician II						Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II Cartographic Technician III						Audio Visual Producer II Engineering Technician III Photographic Supervisor						
Group 5						Group 6						Group 7						Group 8						
Abstractor Cartographic Technician IV Engineering Technician IV						Reg Envir. Enforcement Super						Engineering Technician V						Senior Technical Advisor District Maintenance Manager						

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE JUNE 1, 2012 (0.00%)

	Control Point																			Disc				
Min																				Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1107	1133	1150	1162	1176	1190	1204	1221	1234	1251	1262	1278	1293	1307	1329	1341	1358	1373	1388	1406	1425	1442	1456	1478
Group 2	1222	1235	1252	1264	1279	1294	1310	1330	1342	1359	1374	1389	1407	1426	1443	1458	1479	1497	1515	1535	1556	1574	1592	1610
Group 3	1331	1343	1360	1375	1390	1408	1427	1444	1460	1481	1498	1516	1536	1559	1576	1593	1611	1631	1647	1669	1689	1711	1728	1754
Group 4	1442	1456	1478	1496	1514	1534	1555	1572	1591	1609	1628	1645	1666	1686	1709	1724	1753	1773	1794	1813	1835	1856	1879	1904
Group 5	1589	1606	1626	1643	1664	1684	1706	1722	1749	1770	1792	1811	1833	1853	1875	1902	1922	1945	1973	1996	2022	2047	2069	2093
Group 6	1746	1768	1789	1809	1831	1851	1871	1896	1920	1943	1969	1993	2017	2044	2066	2090	2119	2139	2165	2192	2216	2247	2272	2298
Group 7	1911	1933	1956	1982	2005	2033	2056	2078	2103	2130	2152	2181	2207	2234	2263	2289	2316	2346	2375	2404	2429	2461	2490	2523
Group 8	2082	2107	2132	2154	2184	2209	2236	2266	2291	2319	2348	2378	2406	2432	2466	2493	2526	2557	2587	2618	2645	2679	2709	2743
Group 1						Group 2						Group 3						Group 4						
Cartographic Technician I						Photographer I						Audio Visual Producer I						Audio Visual Producer II						
Commercial Artist I						Cartographic Technician II						Engineering Technician II						Engineering Technician III						
Photographic Technician I												Commercial Artist II						Photographic Supervisor						
Photographic Technician II												Photographer II												
Engineering Technician I												Cartographic Technician III												
Group 5						Group 6						Group 7						Group 8						
Abstractor						Reg Envir. Enforcement Super						Engineering Technician V						Senior Technical Advisor						
Cartographic Technician IV																		District Maintenance Manager						
Engineering Technician IV																								



SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE DECEMBER 1, 2012 (1.00%)

	Control Point																			Disc Max				
	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19	20	21	22
Group 1	1118	1144	1162	1174	1188	1202	1216	1233	1246	1264	1275	1291	1306	1320	1342	1354	1372	1387	1402	1420	1439	1456	1471	1493
Group 2	1234	1247	1265	1277	1292	1307	1323	1343	1355	1373	1388	1403	1421	1440	1457	1473	1494	1512	1530	1550	1572	1590	1608	1626
Group 3	1344	1356	1374	1389	1404	1422	1441	1458	1475	1496	1513	1531	1551	1575	1592	1609	1627	1647	1663	1686	1706	1728	1745	1772
Group 4	1456	1471	1493	1511	1529	1549	1571	1588	1607	1625	1644	1661	1683	1703	1726	1741	1771	1791	1812	1831	1853	1875	1898	1923
Group 5	1605	1622	1642	1659	1681	1701	1723	1739	1766	1788	1810	1829	1851	1872	1894	1921	1941	1964	1993	2016	2042	2067	2090	2114
Group 6	1763	1786	1807	1827	1849	1870	1890	1915	1939	1962	1989	2013	2037	2064	2087	2111	2140	2160	2187	2214	2238	2269	2295	2321
Group 7	1930	1952	1976	2002	2025	2053	2077	2099	2124	2151	2174	2203	2229	2256	2286	2312	2339	2369	2399	2428	2453	2486	2515	2548
Group 8	2103	2128	2153	2176	2206	2231	2258	2289	2314	2342	2371	2402	2430	2456	2491	2518	2551	2583	2613	2644	2671	2706	2736	2770
Group 1						Group 2						Group 3						Group 4						
Engineering and Field Level I						Engineering and Field Level II						Engineering and Field Level III						Engineering and Field Level IV						
Group 5						Group 6						Group 7						Group 8						
Engineering and Field Level V						Engineering and Field Level VI						Engineering and Field Level VII						Engineering and Field Level VIII						

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE JUNE 1, 2013 (1.00%)

	Control Point																			Disc				
Min																				Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1129	1155	1174	1186	1200	1214	1228	1245	1258	1277	1288	1304	1319	1333	1355	1368	1386	1401	1416	1434	1453	1471	1486	1508
Group 2	1246	1259	1278	1290	1305	1320	1336	1356	1369	1387	1402	1417	1435	1454	1472	1488	1509	1527	1545	1566	1588	1606	1624	1642
Group 3	1357	1370	1388	1403	1418	1436	1455	1473	1490	1511	1528	1546	1567	1591	1608	1625	1643	1663	1680	1703	1723	1745	1762	1790
Group 4	1471	1486	1508	1526	1544	1564	1587	1604	1623	1641	1660	1678	1700	1720	1743	1758	1789	1809	1830	1849	1872	1894	1917	1942
Group 5	1621	1638	1658	1676	1698	1718	1740	1756	1784	1806	1828	1847	1870	1891	1913	1940	1960	1984	2013	2036	2062	2088	2111	2135
Group 6	1781	1804	1825	1845	1867	1889	1909	1934	1958	1982	2009	2033	2057	2085	2108	2132	2161	2182	2209	2236	2260	2292	2318	2344
Group 7	1949	1972	1996	2022	2045	2074	2098	2120	2145	2173	2196	2225	2251	2279	2309	2335	2362	2393	2423	2452	2478	2511	2540	2573
Group 8	2124	2149	2175	2198	2228	2253	2281	2312	2337	2365	2395	2426	2454	2481	2516	2543	2577	2609	2639	2670	2698	2733	2763	2798
Group 1					Group 2				Group 3				Group 4											
Engineering and Field Level I					Engineering and Field Level II				Engineering and Field Level III				Engineering and Field Level IV											
Group 5					Group 6				Group 7				Group 8											
Engineering and Field Level V					Engineering and Field Level VI				Engineering and Field Level VII				Engineering and Field Level VIII											

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE DECEMBER 1, 2013 (1.00%)

	Control Point																			Disc Max				
	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19	20	21	22
Group 1	1140	1167	1186	1198	1212	1226	1240	1257	1271	1290	1301	1317	1332	1346	1369	1382	1400	1415	1430	1448	1468	1486	1501	1523
Group 2	1258	1272	1291	1303	1318	1333	1349	1370	1383	1401	1416	1431	1449	1469	1487	1503	1524	1542	1560	1582	1604	1622	1640	1658
Group 3	1371	1384	1402	1417	1432	1450	1470	1488	1505	1526	1543	1561	1583	1607	1624	1641	1659	1680	1697	1720	1740	1762	1780	1808
Group 4	1486	1501	1523	1541	1559	1580	1603	1620	1639	1657	1677	1695	1717	1737	1760	1776	1807	1827	1848	1867	1891	1913	1936	1961
Group 5	1637	1654	1675	1693	1715	1735	1757	1774	1802	1824	1846	1865	1889	1910	1932	1959	1980	2004	2033	2056	2083	2109	2132	2156
Group 6	1799	1822	1843	1863	1886	1908	1928	1953	1978	2002	2029	2053	2078	2106	2129	2153	2183	2204	2231	2258	2283	2315	2341	2367
Group 7	1968	1992	2016	2042	2065	2095	2119	2141	2166	2195	2218	2247	2274	2302	2332	2358	2386	2417	2447	2477	2503	2536	2565	2599
Group 8	2145	2170	2197	2220	2250	2276	2304	2335	2360	2389	2419	2450	2479	2506	2541	2568	2603	2635	2665	2697	2725	2760	2791	2826
Group 1						Group 2						Group 3						Group 4						
Engineering and Field Level I						Engineering and Field Level II						Engineering and Field Level III						Engineering and Field Level IV						
Group 5						Group 6						Group 7						Group 8						
Engineering and Field Level V						Engineering and Field Level VI						Engineering and Field Level VII						Engineering and Field Level VIII						

SCHEDULE A

ENGINEERING AND FIELD PAY PLAN  
EFFECTIVE JUNE 1, 2014 (1.00%)

	Control Point																			Disc Max				
	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19	20	21	22
Group 1	1151	1179	1198	1210	1224	1238	1252	1270	1284	1303	1314	1330	1345	1359	1383	1396	1414	1429	1444	1462	1483	1501	1516	1538
Group 2	1271	1285	1304	1316	1331	1346	1362	1384	1397	1415	1430	1445	1463	1484	1502	1518	1539	1557	1576	1598	1620	1638	1656	1675
Group 3	1385	1398	1416	1431	1446	1465	1485	1503	1520	1541	1558	1577	1599	1623	1640	1657	1676	1697	1714	1737	1757	1780	1798	1826
Group 4	1501	1516	1538	1556	1575	1596	1619	1636	1655	1674	1694	1712	1734	1754	1778	1794	1825	1845	1866	1886	1910	1932	1955	1981
Group 5	1653	1671	1692	1710	1732	1752	1775	1792	1820	1842	1864	1884	1908	1929	1951	1979	2000	2024	2053	2077	2104	2130	2153	2178
Group 6	1817	1840	1861	1882	1905	1927	1947	1973	1998	2022	2049	2074	2099	2127	2150	2175	2205	2226	2253	2281	2306	2338	2364	2391
Group 7	1988	2012	2036	2062	2086	2116	2140	2162	2188	2217	2240	2269	2297	2325	2355	2382	2410	2441	2471	2502	2528	2561	2591	2625
Group 8	2166	2192	2219	2242	2273	2299	2327	2358	2384	2413	2443	2475	2504	2531	2566	2594	2629	2661	2692	2724	2752	2788	2819	2854

Group 1	Group 2	Group 3	Group 4
Engineering and Field Level I	Engineering and Field Level II	Engineering and Field Level III	Engineering and Field Level IV
Group 5	Group 6	Group 7	Group 8
Engineering and Field Level V	Engineering and Field Level VI	Engineering and Field Level VII	Engineering and Field Level VIII

**SCHEDULE A-1**

**ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE DECEMBER 1, 2010 (0.00%)**

	Control Point																			Disc				
	Max																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1221	1249	1265	1283	1296	1310	1329	1345	1363	1379	1392	1409	1425	1443	1461	1479	1496	1515	1535	1555	1576	1594	1611	1632
Group 2	1347	1364	1381	1397	1410	1426	1446	1462	1481	1497	1516	1536	1556	1577	1595	1613	1634	1653	1670	1693	1713	1735	1756	1777
Group 3	1465	1482	1498	1517	1538	1558	1578	1596	1614	1636	1654	1671	1694	1717	1736	1757	1778	1798	1816	1841	1862	1886	1910	1934
Group 4	1594	1611	1632	1651	1669	1692	1712	1733	1755	1775	1795	1814	1836	1858	1883	1906	1932	1958	1982	2004	2028	2050	2076	2099
Group 5	1752	1771	1793	1811	1834	1856	1881	1904	1929	1955	1980	1999	2024	2046	2072	2095	2122	2146	2177	2202	2230	2257	2279	2309
Group 6	1925	1951	1976	1997	2022	2044	2069	2092	2120	2144	2169	2199	2222	2254	2276	2305	2337	2361	2390	2418	2447	2481	2508	2538
Group 7	2106	2133	2157	2186	2211	2241	2266	2291	2323	2350	2375	2407	2435	2468	2499	2527	2557	2587	2623	2647	2680	2714	2745	2783
Group 8	2295	2327	2352	2378	2409	2438	2470	2501	2530	2560	2591	2625	2649	2683	2719	2749	2786	2820	2857	2886	2923	2958	2993	3029
Group 1						Group 2					Group 3					Group 4								
Engineering Technician I											Engineering Technician II					Engineering Technician III								
Group 5						Group 6					Group 7					Group 8								
Engineering Technician IV											Engineering Technician V					Senior Technical Advisor District Maintenance Manager								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE JUNE 1, 2011 (0.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		21	22	23
Group 1	1221	1249	1265	1283	1296	1310	1329	1345	1363	1379	1392	1409	1425	1443	1461	1479	1496	1515	1535	1555	1576	1594	1611	1632
Group 2	1347	1364	1381	1397	1410	1426	1446	1462	1481	1497	1516	1536	1556	1577	1595	1613	1634	1653	1670	1693	1713	1735	1756	1777
Group 3	1465	1482	1498	1517	1538	1558	1578	1596	1614	1636	1654	1671	1694	1717	1736	1757	1778	1798	1816	1841	1862	1886	1910	1934
Group 4	1594	1611	1632	1651	1669	1692	1712	1733	1755	1775	1795	1814	1836	1858	1883	1906	1932	1958	1982	2004	2028	2050	2076	2099
Group 5	1752	1771	1793	1811	1834	1856	1881	1904	1929	1955	1980	1999	2024	2046	2072	2095	2122	2146	2177	2202	2230	2257	2279	2309
Group 6	1925	1951	1976	1997	2022	2044	2069	2092	2120	2144	2169	2199	2222	2254	2276	2305	2337	2361	2390	2418	2447	2481	2508	2538
Group 7	2106	2133	2157	2186	2211	2241	2266	2291	2323	2350	2375	2407	2435	2468	2499	2527	2557	2587	2623	2647	2680	2714	2745	2783
Group 8	2295	2327	2352	2378	2409	2438	2470	2501	2530	2560	2591	2625	2649	2683	2719	2749	2786	2820	2857	2886	2923	2958	2993	3029
Group 1						Group 2					Group 3					Group 4								
Engineering Technician I											Engineering Technician II					Engineering Technician III								
Group 5						Group 6					Group 7					Group 8								
Engineering Technician IV											Engineering Technician V					Senior Technical Advisor District Maintenance Manager								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE DECEMBER 1, 2011 (0.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		21	22	23
Group 1	1221	1249	1265	1283	1296	1310	1329	1345	1363	1379	1392	1409	1425	1443	1461	1479	1496	1515	1535	1555	1576	1594	1611	1632
Group 2	1347	1364	1381	1397	1410	1426	1446	1462	1481	1497	1516	1536	1556	1577	1595	1613	1634	1653	1670	1693	1713	1735	1756	1777
Group 3	1465	1482	1498	1517	1538	1558	1578	1596	1614	1636	1654	1671	1694	1717	1736	1757	1778	1798	1816	1841	1862	1886	1910	1934
Group 4	1594	1611	1632	1651	1669	1692	1712	1733	1755	1775	1795	1814	1836	1858	1883	1906	1932	1958	1982	2004	2028	2050	2076	2099
Group 5	1752	1771	1793	1811	1834	1856	1881	1904	1929	1955	1980	1999	2024	2046	2072	2095	2122	2146	2177	2202	2230	2257	2279	2309
Group 6	1925	1951	1976	1997	2022	2044	2069	2092	2120	2144	2169	2199	2222	2254	2276	2305	2337	2361	2390	2418	2447	2481	2508	2538
Group 7	2106	2133	2157	2186	2211	2241	2266	2291	2323	2350	2375	2407	2435	2468	2499	2527	2557	2587	2623	2647	2680	2714	2745	2783
Group 8	2295	2327	2352	2378	2409	2438	2470	2501	2530	2560	2591	2625	2649	2683	2719	2749	2786	2820	2857	2886	2923	2958	2993	3029
Group 1						Group 2					Group 3					Group 4								
Engineering Technician I											Engineering Technician II					Engineering Technician III								
Group 5						Group 6					Group 7					Group 8								
Engineering Technician IV											Engineering Technician V					Senior Technical Advisor District Maintenance Manager								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE JUNE 1, 2012 (0.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1221	1249	1265	1283	1296	1310	1329	1345	1363	1379	1392	1409	1425	1443	1461	1479	1496	1515	1535	1555	1576	1594	1611	1632
Group 2	1347	1364	1381	1397	1410	1426	1446	1462	1481	1497	1516	1536	1556	1577	1595	1613	1634	1653	1670	1693	1713	1735	1756	1777
Group 3	1465	1482	1498	1517	1538	1558	1578	1596	1614	1636	1654	1671	1694	1717	1736	1757	1778	1798	1816	1841	1862	1886	1910	1934
Group 4	1594	1611	1632	1651	1669	1692	1712	1733	1755	1775	1795	1814	1836	1858	1883	1906	1932	1958	1982	2004	2028	2050	2076	2099
Group 5	1752	1771	1793	1811	1834	1856	1881	1904	1929	1955	1980	1999	2024	2046	2072	2095	2122	2146	2177	2202	2230	2257	2279	2309
Group 6	1925	1951	1976	1997	2022	2044	2069	2092	2120	2144	2169	2199	2222	2254	2276	2305	2337	2361	2390	2418	2447	2481	2508	2538
Group 7	2106	2133	2157	2186	2211	2241	2266	2291	2323	2350	2375	2407	2435	2468	2499	2527	2557	2587	2623	2647	2680	2714	2745	2783
Group 8	2295	2327	2352	2378	2409	2438	2470	2501	2530	2560	2591	2625	2649	2683	2719	2749	2786	2820	2857	2886	2923	2958	2993	3029
Group 1						Group 2						Group 3						Group 4						
Engineering Technician I												Engineering Technician II						Engineering Technician III						
Group 5						Group 6						Group 7						Group 8						
Engineering Technician IV												Engineering Technician V						Senior Technical Advisor						
																		District Maintenance Manager						



SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE DECEMBER 1, 2012 (1.00%)

	Control																							
	Point																							
Min	Max																				Disc			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1234	1262	1282	1295	1311	1326	1342	1361	1375	1394	1407	1425	1441	1457	1481	1494	1514	1530	1547	1567	1588	1606	1623	1647
Group 2	1362	1376	1396	1409	1426	1442	1460	1482	1495	1515	1531	1548	1568	1589	1608	1626	1649	1669	1688	1710	1734	1754	1774	1794
Group 3	1483	1496	1516	1533	1550	1569	1590	1609	1627	1650	1670	1690	1711	1738	1757	1775	1795	1818	1835	1861	1882	1906	1926	1955
Group 4	1606	1623	1647	1667	1687	1710	1734	1752	1774	1793	1814	1833	1857	187	1905	1921	1954	1976	1999	2021	2045	2069	2094	2122
Group 5	1771	1790	1812	1830	1855	1877	1902	1919	1949	1973	1998	2018	2042	2066	2090	2120	2142	2167	2199	2225	2254	2281	2306	2333
Group 6	1946	1970	1994	2016	2040	2063	2086	2113	2139	2165	2194	2222	2248	2278	2303	2330	2362	2383	2414	2443	2470	2504	2533	2561
Group 7	2130	2154	2181	2209	2234	2266	2292	2316	2344	2374	2399	2431	2459	2490	2522	2551	2581	2614	2647	2679	2706	2743	2775	2811
Group 8	2321	2348	2376	2401	2434	2462	2491	2526	2554	2584	2616	2650	2682	2710	2749	2778	2815	2850	2883	2918	2947	2986	3019	3057
Group 1						Group 2					Group 3					Group 4								
Engineering and Field Level I						Engineering and Field Level II					Engineering and Field Level III					Engineering and Field Level IV								
Group 5						Group 6					Group 7					Group 8								
Engineering and Field Level V						Engineering and Field Level VI					Engineering and Field Level VII					Engineering and Field Level VIII								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE JUNE 1, 2013 (1.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		21	22	23
Group 1	1246	1274	1295	1309	1324	1339	1355	1374	1388	1409	1422	1439	1455	1471	1495	1510	1530	1546	1562	1582	1603	1623	1640	1664
Group 2	1375	1390	1410	1423	1440	1457	1474	1496	1510	1530	1547	1563	1583	1605	1624	1642	1665	1685	1705	1728	1752	1772	1792	1812
Group 3	1498	1512	1531	1548	1565	1585	1606	1626	1644	1667	1686	1706	1729	1755	1774	1793	1813	1835	1854	1879	1902	1926	1944	1975
Group 4	1623	1640	1664	1684	1704	1726	1751	1770	1791	1810	1832	1851	1876	1898	1923	1940	1974	1996	2019	2040	2066	2090	2115	2143
Group 5	1789	1807	1830	1850	1874	1896	1920	1938	1969	1993	2017	2038	2063	2086	2111	2141	2162	2190	2222	2246	2275	2304	2330	2356
Group 6	1966	1990	2014	2036	2060	2085	2106	2134	2161	2187	2217	2243	2270	2301	2326	2353	2385	2408	2438	2467	2494	2529	2558	2586
Group 7	2150	2176	2202	2231	2257	2289	2315	2339	2367	2398	2423	2455	2484	2514	2548	2577	2606	2641	2674	2706	2734	2770	2802	2839
Group 8	2344	2371	2400	2426	2458	2486	2517	2551	2578	2610	2642	2677	2708	2738	2776	2806	2843	2879	2912	2946	2977	3016	3049	3087
Group 1						Group 2					Group 3					Group 4								
Engineering and Field Level I						Engineering and Field Level II					Engineering and Field Level III					Engineering and Field Level IV								
Group 5						Group 6					Group 7					Group 8								
Engineering and Field Level V						Engineering and Field Level VI					Engineering and Field Level VII					Engineering and Field Level VIII								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE DECEMBER 1, 2013 (1.00%)

	Control																			Disc				
	Point																				Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	1258	1288	1309	1322	1338	1353	1368	1387	1402	1423	1435	1454	1470	1786	1510	1525	1545	1562	1578	1598	1620	1640	1656	1681
Group 2	1388	1403	1425	1438	1454	1471	1489	1512	1526	1546	1562	1579	1599	1621	1641	1658	1682	1705	1722	1746	1770	1790	1810	1830
Group 3	1513	1527	1547	1563	1580	1600	1622	1642	1661	1684	1702	1722	1746	1774	1792	1810	1830	1854	1873	1898	1902	1944	1964	1995
Group 4	1640	1656	1681	1701	1720	1743	1769	1787	1809	1829	1850	1870	1894	1917	1942	1960	1994	2016	2039	2060	2086	2111	2136	2164
Group 5	1806	1825	1848	1868	1893	1914	1938	1958	1989	2013	2037	2058	2085	2107	2132	2162	2185	2211	2243	2269	2298	2327	2353	2379
Group 6	1985	2010	2034	2056	2081	2106	2127	2155	2182	2209	2239	2266	2293	2324	2350	2376	2409	2432	2462	2491	2519	2554	2583	2612
Group 7	2171	2198	2225	2254	2278	2312	2338	2362	2390	2422	2447	2479	2510	2540	2574	2602	2633	2667	2700	2734	2762	2798	2830	2868
Group 8	2367	2394	2424	2450	2482	2511	2542	2577	2604	2636	2670	2703	2735	2766	2804	2834	2872	2907	2941	2976	3007	3046	3080	3118
Group 1						Group 2					Group 3					Group 4								
Engineering and Field Level I						Engineering and Field Level II					Engineering and Field Level III					Engineering and Field Level IV								
Group 5						Group 6					Group 7					Group 8								
Engineering and Field Level V						Engineering and Field Level VI					Engineering and Field Level VII					Engineering and Field Level VIII								

SCHEDULE A-1

ENGINEERING AND FIELD PAY PLAN  
80 HOURS BI-WEEKLY  
EFFECTIVE JUNE 1, 2014 (1.00%)

	Control Point																			Disc Max				
	Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18		19	20	21	22
Group 1	1270	1301	1322	1335	1350	1366	1382	1402	1417	1438	1450	1467	1484	1499	1526	1541	1560	1577	1594	1614	1637	1656	1673	1697
Group 2	1402	1418	1439	1452	1469	1486	1503	1527	1542	1562	1578	1594	1614	1638	1658	1675	1698	1718	1739	17663	1787	1807	1827	1848
Group 3	1528	1542	1562	1579	1595	1617	1638	1658	1678	1701	1719	1740	1765	1791	1810	1829	1850	1873	1891	1917	1938	1964	1984	2015
Group 4	1656	1673	1697	1717	1738	1761	1786	1806	1826	1847	1870	1889	1914	1935	1962	1979	2014	2036	2059	2081	2107	2132	2158	2186
Group 5	1824	1844	1867	1887	1911	1934	1958	1978	2008	2033	2057	2079	2106	2129	2153	2184	2207	2234	2266	2292	2322	2350	2376	2403
Group 6	2005	2030	2054	2077	2102	2126	2149	2177	2205	2231	2261	2289	2316	2347	2373	2400	2433	2456	2486	2517	2545	2580	2609	2638
Group 7	2194	2220	2246	2275	2302	2335	2362	2386	2414	2446	2472	2504	2534	2566	2598	2629	2659	2694	2726	2761	2790	2826	2859	2897
Group 8	2390	2418	2449	2474	2508	2537	25687	2602	2630	2662	2696	2731	2763	2793	2831	2862	2901	2936	2970	3006	3037	3077	3110	3150
Group 1						Group 2						Group 3						Group 4						
Engineering and Field Level I						Engineering and Field Level II						Engineering and Field Level III						Engineering and Field Level IV						
Group 5						Group 6						Group 7						Group 8						
Engineering and Field Level V						Engineering and Field Level VI						Engineering and Field Level VII						Engineering and Field Level VIII						

**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 École Nationale D'administration, École 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 INTENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**REPRESENTING THE ENGINEERING AND FIELD UNIT**

Re: Standby for employees at the Department of Environment

This Letter of Intent to the collective agreement applies to employees of the Department of Environment who are required to be on standby at the employees place of residence or be available through contract by means of an electronic paging device.

- (1) Employees on standby will be assigned a pager by the Department of Environment.
- (2) Employees shall ensure that they are available and able to respond to the assigned pager.
- (3) Employees shall ensure they have access to a telephone within approximately 10 minutes.
- (4) Employees shall ensure they have access to the assigned department vehicle within 30 minutes.
  - (a) Employees shall exercise discretion regarding the personal use of employer vehicles within their region consistent with department and employer policies.
  - (b) Employees shall obtain authorization from the Regional Director prior to taking an employer vehicle outside the assigned region for other than emergency situations.
- (5) Employees shall be in physical condition to respond to emergency situations.
- (6) Employees using the telephone to respond to a situation while on standby shall be paid for a minimum of two hours or the time actually worked, whichever is greater, at the overtime rate. Such compensation shall not be claimed more than once during each 24 hour standby period. Employees shall retain a log of calls received and time spent.
- (7) Effective date of signing of the new collective agreement employees shall be compensated at the rate of one dollar and fifty cents (\$1.50) per hour for all hours on standby. Effective December 1, 2007 employees shall be compensated at the rate of one dollar and seventy-five cents (\$1.75) per hour for all hours on standby. Effective December 1, 2008 employees shall be compensated at the rate of two dollars (\$2.00) per hour for all hours on standby.
- (8) Employees on standby called into work between 12 midnight and 5 a.m. shall have off a 5 hour minimum rest period without loss of pay before reporting for their regular shift. Other call back provisions for employees on standby shall be as provided for in the collective agreement.
- (9) The provisions of this memorandum of agreement shall remain in effect conditional upon the continuation of the employer's current policy on Personal Liability Protection as provided for by Board of Management Minute 89.0003.



(10) An off-duty employee (not on standby), who provides assistance or guidance via telephone to an employee on standby, shall be paid for the actual time worked at the overtime rate. The employee on standby shall be responsible and accountable for determining the necessity or urgency for placing the call(s) to an off-duty employee.

The employee (not on standby) shall retain a log of calls received and the duration of each call.

Dated at Fredericton this 20<sup>th</sup> day of December 2011.

FOR THE UNION:

Susie Proulx-Daigle

Paméla Boulay

Joanne McCarthy

Alyosius Mullin

Allain Martin

Terry Richard

\_\_\_\_\_

FOR THE EMPLOYER:

Hon. Blaine Higgs

Dawn Davies

David Daigle

Jules Michaud

Mike Cormier

Leslie Marques

Rita Guimond

**LETTER OF UNDERSTANDING**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**ENGINEERING AND FIELD GROUP**

**Re: Harassment in the 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 this 20<sup>th</sup> day of December 2011.

FOR THE UNION:

Susie Proulx-Daigle

Paméla Boulay

Joanne McCarthy

Alyosius Mullin

Allain Martin

Terry Richard

\_\_\_\_\_

FOR THE EMPLOYER:

Hon. Blaine Higgs

Dawn Davies

David Daigle

Jules Michaud

Mike Cormier

Leslie Marques

Rita Guimond

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**REPRESENTING THE ENGINEERING AND FIELD GROUP**

The Parties agree to enter into an agreement respecting previously excluded persons as envisioned in Bill 35 and pursuant to s.10 of *An Act to Amend Public Service Labour Relations Act*.

Dated at Fredericton this 20<sup>th</sup> day of December 2011.

**FOR THE UNION:**

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

Paméla Boulay \_\_\_\_\_

Joanne McCarthy \_\_\_\_\_

Alyosius Mullin \_\_\_\_\_

Allain Martin \_\_\_\_\_

Terry Richard \_\_\_\_\_

\_\_\_\_\_

**FOR THE EMPLOYER:**

Hon. Blaine Higgs \_\_\_\_\_

Dawn Davies \_\_\_\_\_

David Daigle \_\_\_\_\_

Jules Michaud \_\_\_\_\_

Mike Cormier \_\_\_\_\_

Leslie Marques \_\_\_\_\_

Rita Guimond \_\_\_\_\_

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**ENGINEERING AND FIELD GROUP**

**Re: Implementation of the Joint Job Evaluation Study Results**

Whereas the parties have completed a joint job evaluation study using the Hay Guide Chart-Profile Method of classification examining the internal relativities of the jobs covered by this collective agreement, and

Whereas the parties have previously agreed that the results of the joint job evaluation study will form the basis of negotiations of this collective agreement, and

Whereas the parties have agreed upon and accepted the results of the joint job evaluation study,

The parties agree that the results of the joint job evaluation study shall be implemented starting December 1, 2012, according to the following:

**1. Pay treatment on implementation**

- (a) The results of the joint job evaluation study will be implemented in two phases. The first phase will be effective December 1, 2012. The second phase will be effective December 1, 2013.
- (b) In the first phase, effective December 1, 2012, eligible employees are limited to no more than one pay group movement.
- (c) In the second phase, effective December 1, 2013, employees deemed eligible for additional pay group movement, beyond that already applied in the first phase, will be eligible for any remaining group movement for full implementation of the study results.
- (d) Movement from one pay group to another during the first or second phases, for the purposes of implementation, does not constitute a promotion. On December 1, employees will be placed on the step with a value closest to, but not less than, the employee's rate of pay in effect on the preceding November 30.
- (e) When placing employees on a step in the new pay group during the first and second phases, the placement shall occur prior to any general economic increases to the grid that may occur on December 1.
- (f) Notwithstanding Article 21.07 (d), if, as a result of implementation of the study results, an employee occupies a job that has been deemed to be in a lower pay group than that held by the employee on November 30, 2012, that employee will be placed on the step in the new pay group with the value closest to, but not less than, the employee's rate of pay in effect November 30, 2012. If the employee's rate of pay in effect November 30, 2012, exceeds the discretionary maximum rate of pay for the new pay group, then

the employee will be deemed “red-circled” until such time as the maximum rate of the new pay group reaches the employee’s red-circled rate of pay.

- (g) The implementation of the study results will not affect the anniversary date of an employee.

## **2. Classification structure on implementation**

- (a) Between the date of signing of this collective agreement and November 30, 2012, employees classified within a flexible series of Engineering Technician I to III or Engineering Technician I to IV may continue to progress through the flexible series.
- (b) With the exception of movement within a flexible series described in (a) above, between the date of signing of this collective agreement and November 30, 2012, employees are not eligible for reclassifications.
- (c) Implementation of the Hay Guide Chart-Profile Method of classification shall take effect December 1, 2012.
- (d) Classification specifications in effect November 30, 2012, shall be deleted and replaced with the new generic classification specifications of Engineering and Field Levels 1 through 8.
- (e) Effective December 1, 2012, employees may submit requests for reclassification under the new classification structure. Any change in classification resulting from requests submitted between December 1, 2012, and November 30, 2013, will be considered part of the implementation of the study and will be implemented according to the phased-in approach described above (i.e. does not constitute a promotion, and no more than one pay group move between December 1, 2012, and November 30, 2013). The effective date of the change in classification will be the beginning of the pay period the completed job documentation is date-stamped received by the Human Resources Branch of the employing department. Under no circumstances will the effective date be prior to December 1, 2012.

## **3. Classification Maintenance**

- (a) Classification decisions shall be based on the application of the Hay Guide Chart-Profile Method of classification.
- (b) The parties agree to establish a Joint Maintenance Committee and a Joint Steering Committee for classification.
- (c) The Joint Maintenance Committee shall consist of not more than three (3) representatives from each party.
- (d) The Joint Steering Committee shall consist of not more than one (1) representative from each party.
- (e) Each party shall be responsible for the expenses of its members.
- (f) Prior to December 1, 2012, the Joint Maintenance Committee shall meet and develop terms of reference for approval by the Joint Steering Committee. By mutual agreement, the Joint Maintenance Committee may call upon additional resources to address specific issues in the development of the terms of reference.

- (g) The Joint Maintenance Committee shall have the authority to consider and decide on employee classification requests following approval of the terms of reference by the Joint Steering Committee, but not before December 1, 2012.
- (h) The Joint Maintenance Committee shall meet as required. A decision of the Joint Maintenance Committee shall be final and binding.
- (i) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee.
- (j) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee, and provide a decision that is final and binding.
- (k) Effective December 1, 2012, the following language will replace the current collective agreement articles 21.02, 21.03 and 21.04:

Article 21 – Payment of Wages and Allowances

21.02 The Union recognizes the Employer’s exclusive right to assign duties and classify the positions of employees.

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

21.04 (a) Where an employee feels that the employee has been incorrectly classified, the employee may submit the matter for review to the Joint Maintenance Committee for determination. A decision of the Joint Maintenance Committee shall be final and binding.

21.04 (b) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee.

21.04 (c) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee and provide a decision that is final and binding.

Dated at Fredericton this 20<sup>th</sup> day of December 2011.

FOR THE UNION:

Susie Proulx-Daigle

Paméla Boulay

Joanne McCarthy

Alyosius Mullin

Allain Martin

Terry Richard

\_\_\_\_\_

FOR THE EMPLOYER:

Hon. Blaine Higgs

Dawn Davies

David Daigle

Jules Michaud

Mike Cormier

Leslie Marques

Rita Guimond

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**ENGINEERING AND FIELD GROUP**

**Re: Employees Whose Pay Rate is Red-Circled as a Direct Result of the Joint Job Evaluation Implementation**

Notwithstanding Article 21.07 (d), the Employer agrees to provide each employee whose pay rate is red-circled as a direct result of the Joint Job Evaluation Implementation with a lump-sum payment equal to the general economic increase. The calculation for lump-sum payments shall be based on the affected employee's red-circled rate of pay. Lump-sum payments will be made December 1, 2012 (1.0%), June 1, 2013 (1.0%), December 1, 2013 (1.0%), and June 1, 2014 (1.0%).

When the rate of pay for the applicable job rate catches up to an affected employee's red-circled rate of pay prior to the expiration of this agreement, the affected employee will be placed "on step" and will no longer be eligible for lump sum payments. In all cases, these lump sum payments will be discontinued no later than June 1, 2014.

This letter of agreement will terminate on the date of signing of a new collective agreement at which time, each employee whose pay rate is red-circled will be placed on step at the applicable job rate.

Dated at Fredericton this 20<sup>th</sup> day of December 2011.

**FOR THE UNION:**

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

Paméla Boulay \_\_\_\_\_

Joanne McCarthy \_\_\_\_\_

Alyosius Mullin \_\_\_\_\_

Allain Martin \_\_\_\_\_

Terry Richard \_\_\_\_\_

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**FOR THE EMPLOYER:**

Hon. Blaine Higgs \_\_\_\_\_

Dawn Davies \_\_\_\_\_

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Mike Cormier \_\_\_\_\_

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