

COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: TECHNICAL INSPECTION, LABORATORY AND MEDICAL

EXPIRES: November 30, 2010

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TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE.....	1
ARTICLE 1 - DEFINITIONS.....	1
ARTICLE 2 - APPLICATION OF AGREEMENT.....	2
ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT.....	3
ARTICLE 4 - RECOGNITION.....	3
ARTICLE 5 - PROVINCIAL SECURITY.....	3
ARTICLE 6 - MANAGEMENT RIGHTS.....	3
ARTICLE 7 - <u>UNION</u> SECURITY.....	3
ARTICLE 8 - COMMUNICATIONS.....	4
ARTICLE 9 - NO DISCRIMINATION.....	5
ARTICLE 10 - STRIKES AND LOCKOUTS.....	5
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE.....	5
ARTICLE 12 - GRIEVANCE PROCEDURE.....	5
ARTICLE 13 - ADJUDICATION.....	7
ARTICLE 14 - DISCIPLINE.....	8
ARTICLE 15 - SENIORITY.....	9
ARTICLE 16 - COMPETITIONS AND APPOINTMENTS.....	10
ARTICLE 17 - LAYOFF AND RECALL:.....	11
ARTICLE 18 - HOURS OF WORK.....	12
ARTICLE 19 - OVERTIME.....	13
ARTICLE 20 - PREMIUM PAY.....	13
ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES.....	14
ARTICLE 22 - HOLIDAYS.....	17
ARTICLE 23 - VACATIONS.....	18
ARTICLE 24 - SICK LEAVE.....	19
ARTICLE 25 - MATERNITY LEAVE.....	20
ARTICLE 26 - BEREAVEMENT LEAVE.....	23
ARTICLE 27 - COURT LEAVE:.....	24
ARTICLE 28 - EDUCATIONAL LEAVE.....	24
ARTICLE 29 - LEAVE FOR <u>UNION</u> BUSINESS.....	26
ARTICLE 30 - OTHER LEAVES OF ABSENCE.....	28
ARTICLE 31 - HEALTH AND SAFETY.....	29
ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS.....	29
ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS.....	31
ARTICLE 34 - PORTABILITY.....	31
ARTICLE 35 - TECHNOLOGICAL CHANGE.....	32
ARTICLE 36 - MERGER AND AMALGAMATION.....	32
ARTICLE 37 - DURATION AND TERMINATION.....	33
ARTICLE 38 - RETROACTIVITY.....	33
SCHEDULE A-1.....	35
SCHEDULE B.....	59
SCHEDULE C.....	60
LETTER OF INTENT.....	62
LETTER OF INTENT.....	63

THIS AGREEMENT made this 21st day of December 2006.

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 the Units.

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

1.03 "Bargaining Units" or "Units" shall mean: the group of employees covered by New Brunswick Certification Order, 026 PS 2e Technical Inspection and 016 PS 2a Laboratory and Medical.

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

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

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 Numbers 026 PS 2e and 016 PS 2a 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 (a) 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. **(Technical Inspection only)**

(b) 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. The Employer recognizes and agrees that it shall exercise its functions, rights, powers and authority in a fair and reasonable manner. **(Laboratory and Medical only)**

ARTICLE 7 - UNION SECURITY

7.01 The Employer shall deduct from the wages due to every employee in these Bargaining Units an amount equal to the regular 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 prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official. The payment of deductions made shall be accompanied by a full list of employees as follows:

1. Full Time Employees
2. Part Time Employees
3. Temporary Employees

4. Seasonal Employees
5. Casual Employees

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

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular 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:

Assistant Deputy Minister of 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 printing of the bilingual Agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for fifty percent (50%) of the cost of printing. The translation and printing of the Collective Agreement shall be approved by both parties.

(b) The Union shall be responsible for providing copies of the Collective Agreement to its membership.

(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.

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.

6

Grievance Procedure:

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
FIRST	20 Working Days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	10 Working Days from receipt of written grievance
SECOND	10 Working Days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	10 Working Days from receipt of written grievance
THIRD	10 Working Days 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	15 Working Days 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 an Union representative attend the meeting.

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

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

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

ARTICLE 15 - SENIORITY

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

15.02 (a) 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.

(b) A member of the bargaining unit who is requested to act in a non-bargaining unit position for a period of less than eighteen (18) months shall retain his/her seniority and continue to accumulate seniority while he/she is in such a position. Following an eighteen (18) month period in such a position, the employee seniority shall be retained but not accumulated. While acting in the non-bargaining position the employee shall continue to pay Union dues.

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 each Bargaining Unit in the Collective Agreement 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 electronically or in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater.

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

(a) description of the position;

(b) location of the position;

(c) required qualifications; and

(d) the wage rate or range.

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.

16.05 If an employee within the bargaining unit is promoted or transferred to another position covered by this collective agreement and proves unsatisfactory in the new position during the probationary period the employer will make every reasonable effort to return the employee to his former position or its equivalent at his former salary. **(Technical Inspection only)**

16.06 (a) All vacant positions classified as Assessor IV, Appraiser IV and Appraiser V in the unit, which the employer has decided to fill, shall be filled by competition. Such competition shall be in-service, and where qualifications, skill and ability are relatively equal, employees in the bargaining unit shall be given preference. Where it can be demonstrated that no qualified in-service applicants exist such competition may be opened to the public. **(Technical Inspection only)**

(b) Before posting of a competition for a vacancy at the basic level, the Employer shall where operational requirements permit, give preference to a present employee to transfer laterally to the vacancy, provided: **(Technical Inspection only)**

- (i) the transfer is within the same classification and the same department or agency; and **(Technical Inspection only)**
- (ii) the employee has on record with his Employer a statement in writing indicating his desire to transfer to the specific location of the vacancy; and **(Technical Inspection only)**
- (iii) the cost of the transfer shall be borne by the employee at no cost to the Employer. **(Technical Inspection only)**
- (iv) Where more than one present employee within the unit applies to transfer to a vacant position, then that position shall be awarded on the basis of merit. **(Technical Inspection only)**

ARTICLE 17 - LAYOFF AND RECALL:

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

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

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

17.04 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series within the district 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 or District.

ARTICLE 18 - HOURS OF WORK

18.01 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.

18.02 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). Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

18.03 The hours of work for employees working without direct supervision shall not be restricted but the workload for these employees shall not exceed that which can normally be completed in a thirty-six and one-quarter (36 1/4) hour work week. **(Technical Inspection only)**

18.04 Where operational requirements permit, existing work hour patterns shall not be changed without adequate notice to the employees. **(Technical Inspection only)**

18.05 Notwithstanding Clause 18.06, individuals in some classifications may be expected to work irregular hours. **(Technical Inspection only)**

18.06 Employees shall be entitled to two fifteen-minute rest periods for each shift worked. **(Laboratory and Medical only)**

18.07 Employees shall be entitled to two (2) ten-minute rest periods for each shift worked. **(Technical Inspection only)**

ARTICLE 19 - OVERTIME

19.01 Overtime shall be:

(a) except for those employees covered by clause 18.02, all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;

(b) all authorized time worked on an employee's day off.

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

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

(a) one and one-half (1-1/2) 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 (1 1/2) 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. **(Laboratory and Medical and Technical Inspection only)**

ARTICLE 20 - PREMIUM PAY

20.01 Stand-by

(a) "Stand-by" means any period of time during which, on the instructions of Management, an employee is required to be available for work. **(Laboratory and Medical, & Public Health Inspectors only)**

(b) Effective December 1, 2006, an employee required to serve on authorized stand-by duty will be compensated at the rate of \$1.50 per hour for each hour on stand-by. Effective December 1, 2007, an employee required to serve on authorized stand-by duty will be compensated at the rate of \$1.75 per hour for each hour on stand-by. Effective December 1, 2008, an employee required to serve on authorized stand-by duty will be compensated at the rate of \$2.00 per hour for each hour on stand-by. **(Laboratory and Medical, & Public Health Inspectors only).**

20.02 Where an employee:

(a) is on stand-by and is called in to work, or

(b) is not on stand-by and is called in to work, or

(c) is scheduled to work overtime when such overtime does not continuously precede or follow the employee's normal work schedule,

such employee shall be paid a minimum of three hours pay at the overtime rate for each such return to work. However, the maximum hours of pay for any eight hour shift shall be eight hours at the overtime rate. **(Laboratory and Medical, & Public Health Inspectors only)**

20.03 Telephone work - When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for two (2) hours at the overtime rate or the actual time worked at the overtime rate, whichever is greater. Such compensation shall not be claimed more than once during each twenty-four (24) hour standby period. Telephone calls that result in a callback are exempt from this Article. Employees shall retain a log of calls received and time spent. (Public Health Inspectors only)

20.04 An employee who is called into work under 20.02 (a) or (b) shall be paid a transportation allowance of actual taxi fare to a maximum of \$5.00 each way between the employee's residence and place of work. An employee using a privately owned vehicle may also claim this allowance based on the equivalent of actual taxi fare between the employee's residence and place of work, not to exceed \$5.00 each way. **(Laboratory and Medical only)**

20.05 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours after completion of the stand-by shift before reporting to carry out his regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period. **(Laboratory and Medical only)**

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

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

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

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

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

21.05 Anniversary Dates:

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

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

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

21.06 Merit Increases:

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

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

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

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

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

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

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

21.07 Rate of Pay on Promotion, Demotion, Transfer

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

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

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

(d) Where an employee is appointed to a position having a lower control point maximum, or 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. **(Laboratory and Medical only)**

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

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 (1/2) 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 Travel Policies as amended by the Board of Management from time to time shall apply. **(Technical Inspection, and Laboratory and Medical only)**

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. **(Laboratory and Medical only)**

(b) The employer agrees to continue its present policy respecting the payment of Trades Certification fees, dues and subscriptions to Professional Societies and Organizations. **(Technical Inspection only)**

(c) In the application of 21.12 (b) above when, in the opinion of the Employer, an employee fails to continue approved courses or other educational programs sponsored by such Societies or Organizations or fails to participate actively in other programs sponsored by such Societies and Organizations, the Employer may, after notice to the employee, discontinue payment of dues, fees and/or subscriptions. Such discontinuance may be made the subject of grievance and referable to adjudication. **(Technical Inspection only)**

(d) 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.

ARTICLE 22 - HOLIDAYS

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

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

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

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

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

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

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

- (i) 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 (1-1/2) times his

hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday. **(Laboratory and Medical only)**

(b) Where the Employer schedules an employee to work on a regular shift on a holiday or to remain on stand-by, the employee shall be compensated by payment for the hours of work performed at the overtime rate and the employee shall have his holiday rescheduled. **(Laboratory and Medical only)**

(c) 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. **(Technical Inspection only)**

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 (1 1/4) 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 (15th) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

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

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

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

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

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

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

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

(b) Preference for vacation shall be on the basis of seniority. **(Laboratory and Medical only)**

(c) Employees shall notify the Employer in writing prior to April 15th of their preference for vacation dates. Where a scheduling conflict occurs between two or more employees for the same vacation period, operational requirements shall determine the vacation schedule. A written response shall be provided to each individual by May 30th. Following May 30th, 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 (7 1/4) 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 (1-1/4) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

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

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

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (1/2) 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. This request shall not be unreasonably denied.

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 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.

25.18 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 25.18 (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 25.18 (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. **(Laboratory and Medical);**
- (3) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans. **(Technical Inspection only);**
- (4) 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 25.18(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.

25.19 Subject to Clause 25.18(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.

25.20 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.

25.21 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.

25.22 Subject to Article 25.18, 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 (1/2) 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
 - (j) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

27.03 Paid court leave shall not be granted,

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

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

ARTICLE 28 - EDUCATIONAL LEAVE

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

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

- 28.01.01 An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, tuition, travel expenses, meals and lodging, books, registration or examination fees, and any other related legitimate expenses.
- 28.01.02 An employee who is granted Long Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.
- 28.01.03 The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the education leave granted if greater.
- 28.01.04 Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.
- 28.01.05 An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfill any financial and return service commitments on a pro-rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.
- 28.01.06(1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.
- 28.01.06(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.
- 28.01.07(1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.
- 28.01.07(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.
- 28.01.08(1) Short Term Educational Leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of 30 working days or less.
- 28.01.08(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.
- 28.01.09(1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.
- 28.01.09(2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:
- (a) Leave of absence with pay for the purpose of writing examinations;
 - (b) Payment of expenses of writing the examinations;
 - (c) Payment of traveling expenses in accordance with the Travel Regulations.
- 28.01.10(1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

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

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

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

(c) Books.

(d) Other agreed expenses directly related to the proposed course or training.

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

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

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

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

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

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

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

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

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

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

ARTICLE 29 - LEAVE FOR UNION BUSINESS

29.01 Meetings During the Grievance Process

(a) Time off for Liaison Officers

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

(b) Employee presenting a Grievance

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

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

- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in his district and leave without pay, but with salary maintained and reimbursement by the Union when the meeting is held outside his/her 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, but with salary maintained and reimbursed by the Union.

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.

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.

(b) The Employer agrees to reimburse each employee on the basis of uniforms and laboratory coats or other appropriate clothing and footwear purchased up to \$125.00 per employee per fiscal year, provided that such clothing is in keeping with professional appearance and the employee submits acceptable proof of purchase to the Employer. The Employer will launder uniforms and laboratory coats. **(Laboratory and Medical only)**

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

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

(e) 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 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 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 the Workplace, Health, Safety and Compensation Commission during the employee's period of total temporary disability.

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

For the purpose of this Article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Workers' Compensation Board 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 Employers 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, 2005; (Laboratory and Medical) (Technical Inspection), and ending November 30, 2010 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 Agreements(s); 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(s) 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 21st day of December, 2006.

FOR THE UNION:

Gerard Rouleau

Renée Pecskovszky

Conrad Collin

Peter R. Lutwick

John White

Michael Robichaud

Thomas Mann

Darrell Tidd

FOR THE EMPLOYER:

Hon. Victor Boudreau

Hon. Hédard Albert

Paula Trites

Suzanne Bois-Thebeau

Ron Smith

Michael Maloney

Gary O'Toole

Keith Mullin

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2005 (1.50%)**

	Min																					Ctfl Point Max	Disc 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	
		966	990	1004	1016	1027	1039	1052	1066	1079	1093	1104	1118	1131	1144	1160	1172	1187	1200	1215	1230			1247	1262	1276	1292	
Appraiser I	966	990	1004	1016	1027	1039	1052	1066	1079	1093	1104	1118	1131	1144	1160	1172	1187	1200	1215	1230	1247	1262	1276	1292				
Assessor I																												
Fish Inspector I	1067	1080	1094	1106	1119	1132	1147	1161	1173	1188	1201	1216	1231	1248	1263	1278	1293	1310	1324	1341	1358	1375	1391	1407				
Public Health Technician																												
Appraiser II	1262	1276	1292	1309	1323	1340	1357	1374	1390	1406	1422	1438	1457	1474	1494	1509	1532	1550	1568	1586	1606	1624	1644	1664				
Assessor II																												
Fish Inspector II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser III	1526	1546	1564	1582	1602	1619	1639	1659	1679	1699	1719	1742	1762	1786	1806	1828	1851	1871	1893	1915	1939	1965	1988	2011				
Assessor III																												
Technical Services Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser IV	1670	1690	1709	1731	1752	1777	1797	1817	1840	1862	1882	1905	1930	1954	1980	2003	2026	2050	2077	2099	2124	2151	2176	2206	2231	2255	2284	2309
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector I-F																												
Technical Services Inspector III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser V	1820	1843	1864	1884	1907	1932	1956	1982	2005	2028	2052	2079	2101	2127	2155	2179	2209	2235	2262	2288	2314	2344	2370	2400				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2006 (1.00%)**

	Min																	Ctrl Point Max	Disc Max						
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16			17	18	19	20	21	22
Appraiser I	976	1000	1014	1026	1037	1049	1063	1077	1090	1104	1115	1129	1142	1155	1172	1184	1199	1212	1227	1242	1259	1275	1289	1305	
Assessor I																									
Fish Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Public Health Technician	1078	1091	1105	1117	1130	1143	1158	1173	1185	1200	1213	1228	1243	1260	1276	1291	1306	1323	1337	1354	1372	1389	1405	1421	
Appraiser II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Assessor II	1275	1289	1305	1322	1336	1353	1371	1388	1404	1420	1436	1452	1472	1489	1509	1524	1547	1566	1584	1602	1622	1640	1660	1681	
Fish Inspector II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Appraiser III	1541	1561	1580	1598	1618	1635	1655	1676	1696	1716	1736	1759	1780	1804	1824	1846	1870	1890	1912	1934	1958	1985	2008	2031	
Assessor III																									
Technical Services Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Appraiser IV	1687	1707	1726	1748	1770	1795	1815	1835	1858	1881	1901	1924	1949	1974	2000	2023	2046	2071	2098	2120	2145	2173	2198	2228	2253
Assessor IV																									
Public Health Inspector**																									
Technical Services Inspector II																									
Technical Services Inspector II-F																									
Technical Services Inspector III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Appraiser V	1838	1861	1883	1903	1926	1951	1976	2002	2025	2048	2073	2100	2122	2148	2177	2201	2231	2257	2285	2311	2337	2367	2394	2424	
Property Management Agent																									
Technical Services Inspector IV																									

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2006 (1.50%)**

	Min																	Ctrl		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	Point	Max	Max
Appraiser I	991	1015	1029	1041	1053	1065	1079	1093	1106	1121	1132	1146	1159	1172	1190	1202	1217	1230	1245	1261	1278	1294	1308	1325				
Assessor I																												
Fish Inspector I	1094	1107	1122	1134	1147	1160	1175	1191	1203	1218	1231	1246	1262	1279	1295	1310	1326	1343	1357	1374	1393	1410	1426	1442				
Public Health Technician																												
Appraiser II	1294	1308	1325	1342	1356	1373	1392	1409	1425	1441	1458	1474	1494	1511	1532	1547	1570	1589	1608	1626	1646	1665	1685	1706				
Assessor II																												
Fish Inspector II	1564	1584	1604	1622	1642	1660	1680	1701	1721	1742	1762	1785	1807	1831	1851	1874	1898	1918	1941	1963	1987	2015	2038	2061				
Assessor III																												
Technical Services Inspector I	1712	1733	1752	1774	1797	1822	1842	1863	1886	1909	1930	1953	1978	2004	2030	2053	2077	2102	2129	2152	2177	2206	2231	2261	2287	2312	2342	2367
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III	1866	1889	1911	1932	1955	1980	2006	2032	2055	2079	2104	2132	2154	2180	2210	2234	2264	2291	2319	2346	2372	2403	2430	2460				
Appraiser V																												
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2006 (0.25%)**

	Min																								Ctrl Point		Disc 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	Point	Max	Max	Max				
Appraiser I	993	1018	1032	1044	1056	1068	1082	1096	1109	1124	1135	1149	1162	1175	1193	1205	1220	1233	1248	1264	1281	1297	1311	1328	1248	1264	1281	1297				
Assessor I																																
Fish Inspector I	1097	1110	1125	1137	1150	1163	1178	1194	1206	1221	1234	1249	1265	1282	1298	1313	1329	1346	1360	1377	1396	1414	1430	1446	1360	1377	1396	1414				
Public Health Technician																																
Appraiser II	1297	1311	1328	1345	1359	1376	1395	1413	1429	1445	1462	1478	1498	1515	1536	1551	1574	1593	1612	1630	1650	1669	1689	1710	1612	1630	1650	1669				
Assessor II																																
Fish Inspector II																																
Appraiser III	1568	1588	1608	1626	1646	1664	1684	1705	1725	1746	1766	1789	1812	1836	1856	1879	1903	1923	1946	1968	1992	2020	2043	2066	1946	1968	1992	2020				
Assessor III																																
Technical Services Inspector I																																
Appraiser IV	1716	1737	1756	1778	1801	1827	1847	1868	1891	1914	1935	1958	1983	2009	2035	2058	2082	2107	2134	2157	2182	2212	2237	2267	2293	2318	2348	2373	2134	2157	2182	2212
Assessor IV																																
Public Health Inspector**																																
Technical Services Inspector II																																
Technical Services Inspector II-F																																
Technical Services Inspector III																																
Appraiser V	1871	1894	1916	1937	1960	1985	2011	2037	2060	2084	2109	2137	2159	2185	2216	2240	2270	2297	2325	2352	2378	2409	2436	2466	2325	2352	2378	2409				
Property Management Agent																																
Technical Services Inspector IV																																

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2006 (0.75%)**

	Min	Ctrl																								Disc		
		Point																										
		Max																										
Appraiser I	1000	1026	1040	1052	1064	1076	1090	1104	1117	1132	1144	1158	1171	1184	1202	1214	1229	1242	1257	1273	1291	1307	1321	1338	24			
Assessor I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Fish Inspector I	1105	1118	1133	1146	1159	1172	1187	1203	1215	1230	1243	1258	1274	1292	1308	1323	1339	1356	1370	1387	1406	1425	1441	1457	24			
Public Health Technician	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Appraiser II	1307	1321	1338	1355	1369	1386	1405	1424	1440	1456	1473	1489	1509	1526	1548	1563	1586	1605	1624	1642	1662	1682	1702	1723	24			
Assessor II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Fish Inspector II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Appraiser III	1580	1600	1620	1638	1658	1676	1697	1718	1738	1759	1779	1802	1826	1850	1870	1893	1917	1937	1961	1983	2007	2035	2058	2082	28			
Assessor III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Technical Services Inspector I	1729	1750	1769	1791	1815	1841	1861	1882	1905	1928	1950	1973	1998	2024	2050	2073	2098	2123	2150	2173	2198	2229	2254	2284	2310	2335	2366	2391
Assessor IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Public Health Inspector**	1885	1908	1930	1952	1975	2000	2026	2052	2075	2100	2125	2153	2175	2201	2233	2257	2287	2314	2342	2370	2396	2427	2454	2485	24			
Technical Services Inspector II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Technical Services Inspector II-F	1885	1908	1930	1952	1975	2000	2026	2052	2075	2100	2125	2153	2175	2201	2233	2257	2287	2314	2342	2370	2396	2427	2454	2485	24			
Technical Services Inspector III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Appraiser V	1885	1908	1930	1952	1975	2000	2026	2052	2075	2100	2125	2153	2175	2201	2233	2257	2287	2314	2342	2370	2396	2427	2454	2485	24			
Property Management Agent	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			
Technical Services Inspector IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	24			

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** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2007 (1.00%)**

	Min																									Disc 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			
Appraiser I	1010	1050	1083	1103	1117	1128	1143	1155	1170	1183	1196	1214	1226	1241	1254	1270	1285	1304	1320	1334	1351							
Assessor I																												
Fish Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Public Health Technician	1116	1144	1157	1171	1184	1199	1215	1227	1242	1255	1271	1287	1305	1321	1336	1352	1370	1384	1401	1420	1439	1455	1472					
Appraiser II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Assessor II	1320	1334	1351	1369	1383	1400	1419	1438	1454	1471	1488	1504	1524	1541	1563	1579	1602	1621	1640	1658	1679	1699	1719	1740				
Fish Inspector II																												
Appraiser III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Assessor III	1596	1616	1636	1654	1675	1693	1714	1735	1755	1777	1797	1820	1844	1869	1889	1912	1936	1956	1981	2003	2027	2055	2079	2103				
Technical Services Inspector I																												
Appraiser IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Assessor IV	1746	1787	1809	1833	1859	1880	1901	1924	1947	1970	1993	2018	2044	2071	2094	2119	2144	2172	2195	2220	2251	2277	2307	2333	2358	2390	2415	
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Property Management Agent	1904	1927	1949	1972	1995	2020	2046	2073	2096	2121	2146	2175	2197	2223	2255	2280	2310	2337	2365	2394	2420	2451	2479	2510				
Technical Services Inspector IV																												

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** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2007 (0.25%)**

	Min																									Ctbl Point Max	Disc 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			
Appraiser I	1013	1039	1053	1066	1078	1090	1104	1118	1131	1146	1158	1173	1186	1199	1217	1229	1244	1257	1273	1289	1307	1323	1337	1354				
Assessor I																												
Fish Inspector I	1119	1132	1147	1160	1174	1187	1202	1218	1230	1245	1258	1274	1290	1308	1324	1339	1355	1373	1387	1405	1424	1443	1459	1476				
Public Health Technician																												
Appraiser II	1323	1337	1354	1372	1386	1404	1423	1442	1458	1475	1492	1508	1528	1545	1567	1583	1606	1625	1644	1662	1683	1703	1723	1744				
Assessor II																												
Fish Inspector II	1600	1620	1640	1658	1679	1697	1718	1739	1759	1781	1801	1825	1849	1874	1894	1917	1941	1961	1986	2008	2032	2060	2084	2108				
Appraiser III																												
Assessor III																												
Technical Services Inspector I	1750	1772	1791	1814	1838	1864	1885	1906	1929	1952	1975	1998	2023	2049	2076	2099	2124	2149	2177	2200	2226	2257	2283	2313	2339	2364	2396	2421
Appraiser IV																												
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II	1909	1932	1954	1977	2000	2025	2051	2078	2101	2126	2151	2180	2202	2229	2261	2286	2316	2343	2371	2400	2430	2460	2490	2520	2550	2580	2610	2640
Technical Services Inspector I-F																												
Technical Services Inspector III																												
Appraiser V																												
Property Management Agent																												
Technical Services Inspector IV																												

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2007 (1.50%)**

	Min																									Ctrl Point Max	Disc 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			
Appraiser I	1028	1055	1069	1082	1094	1106	1121	1135	1148	1163	1175	1191	1204	1217	1235	1247	1263	1276	1292	1308	1327	1343	1357	1374				
Assessor I																												
Fish Inspector I	1136	1149	1164	1177	1192	1205	1220	1236	1248	1264	1277	1293	1309	1328	1344	1359	1375	1394	1408	1426	1445	1465	1481	1498				
Public Health Technician																												
Appraiser II	1343	1357	1374	1393	1407	1425	1444	1464	1480	1497	1514	1531	1551	1568	1591	1607	1630	1649	1669	1687	1708	1729	1749	1770				
Assessor II																												
Fish Inspector II																												
Appraiser III	1624	1644	1665	1683	1704	1722	1744	1765	1785	1808	1828	1852	1877	1902	1922	1946	1970	1990	2016	2038	2062	2091	2115	2140				
Assessor III																												
Technical Services Inspector I																												
Appraiser IV	1776	1799	1818	1841	1866	1892	1913	1935	1958	1981	2005	2028	2053	2080	2107	2130	2156	2181	2210	2233	2259	2291	2317	2348	2374	2399	2432	2457
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	1938	1961	1983	2007	2030	2055	2082	2109	2133	2158	2183	2213	2235	2262	2295	2320	2351	2378	2407	2436	2462	2494	2522	2554				
Property Management Agent																												
Technical Services Inspector IV																												

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** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2007 (0.25%)**

	Min																					Disc 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			
Appraiser I	1031	1058	1072	1085	1097	1109	1124	1138	1151	1166	1178	1194	1207	1220	1238	1250	1266	1279	1295	1311	1330	1346	1360	1377					
Assessor I																													
Fish Inspector I	1139	1152	1167	1180	1195	1208	1223	1239	1251	1267	1280	1296	1312	1331	1347	1362	1378	1397	1412	1430	1449	1469	1485	1502					
Public Health Technician																													
Appraiser II	1346	1360	1377	1396	1411	1429	1448	1468	1484	1501	1518	1535	1555	1572	1595	1611	1634	1653	1673	1691	1712	1733	1753	1774					
Assessor II																													
Fish Inspector II																													
Appraiser III	1628	1648	1669	1687	1708	1726	1748	1769	1789	1813	1833	1857	1882	1907	1927	1951	1975	1995	2021	2043	2067	2096	2120	2145					
Assessor III																													
Technical Services Inspector I																													
Appraiser IV	1780	1804	1823	1846	1871	1897	1918	1940	1963	1986	2010	2033	2058	2085	2112	2135	2161	2186	2216	2239	2265	2297	2323	2354	2380	2405	2438	2463	
Assessor IV																													
Public Health Inspector**																													
Technical Services Inspector II																													
Technical Services Inspector II-F																													
Technical Services Inspector III																													
Appraiser V	1943	1966	1988	2012	2035	2060	2087	2114	2138	2163	2188	2219	2241	2268	2301	2326	2357	2384	2413	2442	2468	2500	2528	2560					
Property Management Agent																													
Technical Services Inspector IV																													

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2008 (1.00%)**

	Min																									Ctl Point Max	Disc 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			
Appraiser I	1041	1069	1083	1096	1108	1120	1135	1149	1163	1178	1190	1206	1219	1232	1250	1263	1279	1292	1308	1324	1343	1359	1374	1391				
Assessor I																												
Fish Inspector I	1150	1164	1179	1192	1207	1220	1235	1251	1264	1280	1293	1309	1325	1344	1360	1376	1392	1411	1426	1444	1463	1484	1500	1517				
Public Health Technician																												
Appraiser II	1359	1374	1391	1410	1425	1443	1462	1483	1499	1516	1533	1550	1571	1588	1611	1627	1650	1670	1690	1708	1729	1750	1771	1792				
Assessor II																												
Fish Inspector II																												
Appraiser III	1644	1664	1686	1704	1725	1743	1765	1787	1807	1831	1851	1876	1901	1926	1946	1971	1995	2015	2041	2063	2088	2117	2141	2166				
Assessor III																												
Technical Services Inspector I																												
Appraiser IV	1798	1822	1841	1864	1890	1916	1937	1959	1983	2006	2030	2053	2079	2106	2133	2156	2183	2208	2238	2261	2288	2320	2346	2378	2404	2429	2462	2488
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector I-F																												
Technical Services Inspector III																												
Appraiser V	1962	1986	2008	2032	2055	2081	2108	2135	2159	2185	2210	2241	2263	2291	2324	2349	2381	2408	2437	2466	2493	2525	2553	2586				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2008 (0.25%)**

	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	Disc Max		
Appraiser I	1044	1072	1086	1099	1111	1123	1138	1152	1166	1181	1193	1209	1222	1235	1253	1266	1282	1295	1311	1327	1346	1362	1377	1394				
Assessor I																												
Fish Inspector I	1153	1167	1182	1195	1210	1223	1238	1254	1267	1283	1296	1312	1328	1347	1363	1379	1395	1415	1430	1448	1467	1488	1504	1521				
Public Health Technician																												
Appraiser II	1362	1377	1394	1414	1429	1447	1466	1487	1503	1520	1537	1554	1575	1592	1615	1631	1654	1674	1694	1712	1733	1754	1775	1796				
Assessor II																												
Fish Inspector II																												
Appraiser III	1648	1668	1690	1708	1729	1747	1769	1791	1812	1836	1856	1881	1906	1931	1951	1976	2000	2046	2068	2093	2122	2146	2171					
Assessor III																												
Technical Services Inspector I																												
Appraiser IV	1803	1827	1846	1869	1895	1921	1942	1964	1988	2011	2035	2058	2084	2111	2138	2161	2188	2214	2244	2267	2294	2326	2352	2384	2410	2435	2468	2494
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	1967	1991	2013	2037	2060	2086	2113	2140	2164	2190	2216	2247	2269	2297	2330	2355	2387	2414	2443	2472	2499	2531	2559	2592				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2008 (1.50%)**

	Min																	Ctrl Point Max	Disc 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	
Appraiser I	1060	1088	1102	1115	1128	1140	1155	1169	1183	1199	1211	1227	1240	1254	1272	1285	1301	1314	1331	1347	1366	1382	1398	1415				
Assessor I																												
Fish Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Public Health Technician	1170	1185	1200	1213	1228	1241	1257	1273	1286	1302	1315	1332	1348	1367	1383	1400	1416	1436	1451	1470	1489	1510	1527	1544				
Appraiser II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Assessor II	1382	1398	1415	1435	1450	1469	1488	1509	1526	1543	1560	1577	1599	1616	1639	1655	1679	1699	1719	1738	1759	1780	1802	1823				
Fish Inspector II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser III	1673	1693	1715	1734	1755	1773	1796	1818	1839	1864	1884	1909	1935	1960	1980	2006	2030	2050	2077	2099	2124	2154	2178	2204				
Assessor III																												
Technical Services Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser IV	1830	1854	1874	1897	1923	1950	1971	1993	2018	2041	2066	2089	2115	2143	2170	2193	2221	2247	2278	2301	2328	2361	2387	2420	2446	2472	2505	2531
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Appraiser V	1987	2021	2043	2068	2091	2117	2145	2172	2196	2223	2249	2281	2303	2331	2365	2390	2423	2450	2480	2509	2536	2569	2597	2631				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2008 (0.25%)**

	Min																	Ctrl		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	Point	Max	Point	Max			
Appraiser I	1063	1091	1105	1118	1131	1143	1158	1172	1186	1202	1214	1230	1243	1257	1275	1288	1304	1317	1334	1350	1369	1385	1402	1419								
Assessor I																																
Fish Inspector I	1173	1188	1203	1216	1231	1244	1260	1276	1289	1305	1318	1335	1351	1370	1386	1404	1420	1440	1455	1474	1493	1514	1531	1548								
Public Health Technician																																
Appraiser II	1385	1402	1419	1439	1454	1473	1492	1513	1530	1547	1564	1581	1603	1620	1643	1659	1683	1703	1723	1742	1763	1784	1807	1828								
Assessor II																																
Fish Inspector II																																
Appraiser III	1677	1697	1719	1738	1759	1777	1800	1823	1844	1869	1889	1914	1940	1965	1985	2011	2035	2055	2082	2104	2129	2159	2183	2210								
Assessor III																																
Technical Services Inspector I																																
Appraiser IV	1835	1859	1879	1902	1928	1955	1976	1998	2023	2046	2071	2094	2120	2148	2175	2198	2227	2253	2284	2307	2334	2367	2393	2426	2452	2478	2511	2537				
Assessor IV																																
Public Health Inspector**																																
Technical Services Inspector II																																
Technical Services Inspector II-F																																
Technical Services Inspector III																																
Appraiser V	2002	2026	2048	2073	2096	2122	2150	2177	2201	2229	2255	2287	2309	2337	2371	2396	2429	2456	2486	2515	2542	2575	2603	2638								
Property Management Agent																																
Technical Services Inspector IV																																

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2009 (1.00%)**

	Min																					Ctrl Point Max	Disc 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	
Appraiser I	1074	1102	1116	1129	1142	1154	1170	1184	1198	1214	1226	1242	1255	1270	1288	1301	1317	1330	1347	1364	1383	1399	1416	1433				
Assessor I																												
Fish Inspector I	1185	1200	1215	1228	1243	1256	1273	1289	1302	1318	1331	1348	1365	1384	1400	1418	1434	1454	1470	1489	1508	1529	1546	1563				
Public Health Technician																												
Appraiser II	1399	1416	1433	1453	1469	1488	1507	1528	1545	1562	1580	1597	1619	1636	1659	1676	1700	1720	1740	1759	1781	1802	1825	1846				
Assessor II																												
Fish Inspector II																												
Appraiser III	1694	1714	1736	1755	1777	1795	1818	1841	1862	1888	1908	1933	1959	1985	2005	2031	2055	2076	2103	2125	2150	2181	2205	2232				
Assessor III																												
Technical Services Inspector I																												
Appraiser IV	1853	1878	1898	1921	1947	1975	1996	2018	2043	2066	2092	2115	2141	2169	2197	2220	2249	2276	2307	2330	2357	2391	2417	2450	2477	2503	2536	2562
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	2022	2046	2068	2094	2117	2143	2172	2199	2223	2251	2278	2310	2332	2360	2395	2420	2453	2481	2511	2540	2567	2601	2629	2664				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2009 (0.75%)**

	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	Disc Max						
																											Ctrl Point Max	20	21	22	23	24
Appraiser I																																
Assessor I																																
Fish Inspector I																																
Public Health Technician																																
Appraiser II																																
Assessor II																																
Fish Inspector II																																
Appraiser III																																
Assessor III																																
Technical Services Inspector I																																
Appraiser IV																																
Assessor IV																																
Public Health Inspector**																																
Technical Services Inspector II																																
Technical Services Inspector II-F																																
Technical Services Inspector III																																
Appraiser V																																
Property Management Agent																																
Technical Services Inspector IV																																

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2009 (1.50%)**

	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	Ctrl		Disc	
																										Point	Max	Max	Max
Appraiser I	1098	1127	1141	1154	1168	1180	1197	1211	1225	1241	1254	1270	1283	1299	1317	1331	1347	1360	1377	1395	1414	1430	1448	1466					
Assessor I																													
Fish Inspector I	1212	1227	1242	1256	1271	1284	1302	1318	1332	1348	1361	1378	1396	1415	1432	1450	1467	1487	1503	1523	1542	1563	1581	1599					
Public Health Technician																													
Appraiser II	1430	1448	1466	1486	1502	1521	1541	1562	1580	1598	1616	1633	1655	1673	1696	1714	1739	1759	1779	1799	1821	1843	1867	1888					
Assessor II																													
Fish Inspector II																													
Appraiser III	1733	1753	1775	1795	1817	1835	1859	1883	1904	1931	1951	1977	2004	2030	2050	2077	2101	2123	2151	2173	2198	2230	2255	2283					
Assessor III																													
Technical Services Inspector I																													
Appraiser IV	1895	1920	1941	1964	1991	2020	2041	2064	2089	2113	2140	2163	2189	2218	2246	2271	2300	2327	2359	2382	2411	2445	2472	2505	2533	2560	2593	2620	
Assessor IV																													
Public Health Inspector**																													
Technical Services Inspector II																													
Technical Services Inspector II-F																													
Technical Services Inspector III																													
Appraiser V	2068	2092	2115	2142	2165	2191	2221	2248	2274	2302	2329	2362	2384	2414	2449	2475	2508	2538	2568	2597	2625	2660	2689	2724					
Property Management Agent																													
Technical Services Inspector IV																													

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2009 (0.50%)**

	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	Disc Point Max	Disc Max	
Appraiser I	1103	1133	1147	1160	1174	1186	1203	1217	1231	1247	1260	1276	1289	1306	1324	1338	1354	1367	1384	1402	1421	1437	1455	1473				
Assessor I																												
Fish Inspector I	1218	1233	1248	1262	1277	1290	1309	1325	1339	1355	1368	1385	1403	1422	1439	1457	1474	1494	1511	1531	1550	1571	1589	1607				
Public Health Technician																												
Appraiser II	1437	1455	1473	1493	1510	1529	1549	1570	1588	1606	1624	1641	1663	1681	1704	1723	1748	1768	1788	1808	1830	1852	1876	1897				
Assessor II																												
Fish Inspector II																												
Appraiser III	1742	1762	1784	1804	1826	1844	1868	1892	1914	1941	1961	1987	2014	2040	2060	2087	2112	2134	2162	2184	2209	2241	2266	2294				
Assessor III																												
Technical Services Inspector I																												
Appraiser IV	1904	1930	1951	1974	2001	2030	2051	2074	2099	2124	2151	2174	2200	2229	2257	2282	2312	2339	2371	2394	2423	2457	2484	2518	2546	2573	2606	2633
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	2078	2102	2126	2153	2176	2202	2232	2259	2285	2314	2341	2374	2396	2426	2461	2487	2521	2551	2581	2610	2638	2673	2702	2738				
Property Management Agent																												
Technical Services Inspector IV																												

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2010 (1.00%)**

	Min																	Ctrl		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	Point	Max	Point	Max			
Appraiser I	1114	1144	1158	1172	1186	1198	1215	1229	1243	1259	1273	1289	1302	1319	1337	1351	1368	1381	1398	1416	1435	1451	1470	1488								
Assessor I																																
Fish Inspector I	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Public Health Technician	1230	1245	1260	1275	1290	1303	1322	1338	1352	1369	1382	1399	1417	1436	1453	1472	1489	1509	1526	1546	1566	1587	1605	1623								
Appraiser II	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Assessor II	1451	1470	1488	1508	1525	1544	1564	1586	1604	1622	1640	1657	1680	1698	1721	1740	1765	1786	1806	1826	1848	1871	1895	1916								
Fish Inspector II																																
Appraiser III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Assessor III	1759	1780	1802	1822	1844	1862	1887	1911	1933	1960	1981	2007	2034	2060	2081	2108	2133	2155	2184	2206	2231	2263	2289	2317								
Technical Services Inspector I																																
Appraiser IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Assessor IV	1923	1949	1971	1994	2021	2050	2072	2095	2120	2145	2173	2196	2222	2251	2280	2305	2335	2362	2395	2418	2447	2482	2509	2543	2571	2599	2632	2659				
Public Health Inspector**																																
Technical Services Inspector II																																
Technical Services Inspector II-F																																
Technical Services Inspector III																																
Appraiser V	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Property Management Agent	2099	2123	2147	2175	2198	2224	2254	2282	2308	2337	2364	2398	2420	2450	2486	2512	2546	2577	2607	2636	2664	2700	2729	2765								
Technical Services Inspector IV																																

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2005 (1.50%)**

	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	Disc Max
Lab Technologist I	1262	1276	1292	1309	1323	1340	1357	1374	1390	1406	1422	1438	1457	1474	1494	1509	1532	1550	1568	1586	1606	1624	1644	1664	1664	
Lab Technologist II	1526	1546	1564	1582	1602	1619	1639	1659	1679	1699	1719	1742	1762	1786	1806	1828	1851	1871	1893	1915	1939	1965	1988	2011	2011	
Lab Technologist III	1670	1690	1709	1731	1751	1771	1791	1811	1831	1852	1872	1892	1913	1934	1954	1980	2003	2026	2050	2077	2099	2124	2151	2176	2206	

EFFECTIVE JUNE 1, 2006 (1.00%)

	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	Disc Max
Lab Technologist I	1275	1289	1305	1322	1336	1353	1371	1388	1404	1420	1436	1452	1472	1489	1509	1524	1547	1566	1584	1602	1622	1640	1660	1681	1681	
Lab Technologist II	1541	1561	1580	1598	1618	1635	1655	1676	1696	1716	1736	1759	1780	1804	1824	1846	1870	1890	1912	1934	1958	1985	2008	2031	2031	
Lab Technologist III	1687	1707	1726	1748	1770	1795	1815	1835	1858	1881	1901	1924	1949	1974	2000	2023	2046	2071	2098	2120	2145	2173	2198	2228	2228	

EFFECTIVE DECEMBER 1, 2006 (1.50%)

	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	Disc Max
Lab Technologist I	1294	1308	1325	1342	1356	1373	1392	1409	1425	1441	1458	1474	1494	1511	1532	1547	1570	1589	1608	1626	1646	1665	1685	1706	1706	
Lab Technologist II	1564	1584	1604	1622	1642	1660	1680	1701	1721	1742	1762	1785	1807	1831	1851	1874	1898	1918	1941	1963	1987	2015	2038	2061	2061	
Lab Technologist III	1712	1733	1752	1774	1797	1822	1842	1863	1886	1909	1930	1953	1978	2004	2030	2053	2077	2102	2129	2152	2177	2206	2231	2261	2261	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2006 (0.25%)**

Min																					Ctrl		Disc	
																					Point	Max	Point	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	
1297	1311	1328	1345	1359	1376	1395	1413	1429	1445	1462	1478	1498	1515	1536	1551	1574	1593	1612	1630	1650	1669	1689	1710	
1568	1588	1608	1626	1646	1664	1684	1705	1725	1746	1766	1789	1812	1836	1856	1879	1903	1923	1946	1968	1992	2020	2043	2066	
1716	1737	1756	1778	1801	1827	1847	1868	1891	1914	1935	1958	1983	2009	2035	2058	2082	2107	2134	2157	2182	2212	2237	2267	

EFFECTIVE JUNE 1, 2007 (1.00%)

Min																					Ctrl		Disc	
																					Point	Max	Point	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	
1310	1324	1341	1358	1373	1390	1409	1427	1443	1459	1477	1493	1513	1530	1551	1567	1590	1609	1628	1646	1667	1686	1706	1727	
1584	1604	1624	1642	1662	1681	1701	1722	1742	1763	1784	1807	1830	1854	1875	1898	1922	1942	1965	1988	2012	2040	2063	2087	
1733	1754	1774	1796	1819	1845	1865	1887	1910	1933	1954	1978	2003	2029	2055	2079	2103	2128	2155	2179	2204	2234	2259	2290	

EFFECTIVE JUNE 1, 2007 (0.25%)

Min																					Ctrl		Disc	
																					Point	Max	Point	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	
1313	1327	1344	1361	1376	1393	1413	1431	1447	1463	1481	1497	1517	1534	1555	1571	1594	1613	1632	1650	1671	1690	1710	1731	
1588	1608	1628	1646	1666	1685	1705	1726	1746	1767	1788	1812	1835	1859	1880	1903	1927	1947	1970	1993	2017	2045	2068	2092	
1737	1758	1778	1800	1824	1850	1870	1892	1915	1938	1959	1983	2008	2034	2060	2084	2108	2133	2160	2184	2210	2240	2265	2296	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2007 (1.50%)**

	Min																					Ctrl Point Max	Disc 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			
Lab Technologist I	1333	1347	1364	1381	1397	1414	1434	1452	1469	1485	1503	1519	1540	1557	1578	1595	1618	1637	1656	1675	1696	1715	1736	1757	2000	2023	2047	2076	2099	2123
Lab Technologist II	1612	1632	1652	1671	1691	1710	1731	1752	1772	1794	1815	1839	1863	1887	1908	1932	1956	1976	2000	2023	2047	2076	2099	2123	2217	2243	2274	2299	2330	
Lab Technologist III	1763	1784	1805	1827	1851	1878	1898	1920	1944	1967	1988	2013	2038	2065	2091	2115	2140	2165	2192	2217	2243	2274	2299	2330						

EFFECTIVE DECEMBER 1, 2007 (0.25%)

	Min																					Ctrl Point Max	Disc 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		
Lab Technologist I	1336	1350	1367	1384	1400	1418	1438	1456	1473	1489	1507	1523	1544	1561	1582	1599	1622	1641	1660	1679	1700	1719	1740	1761	2028	2052	2081	2104	2128
Lab Technologist II	1616	1636	1656	1675	1695	1714	1735	1756	1776	1798	1820	1844	1868	1892	1913	1937	1961	1981	2005	2028	2052	2081	2104	2128	2223	2249	2280	2305	2336
Lab Technologist III	1767	1788	1810	1832	1856	1883	1903	1925	1949	1972	1993	2018	2043	2070	2096	2120	2145	2170	2197	2223	2249	2280	2305	2336					

EFFECTIVE JUNE 1, 2008 (1.00%)

	Min																					Ctrl Point Max	Disc 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		
Lab Technologist I	1349	1364	1381	1398	1414	1432	1452	1471	1488	1504	1522	1538	1559	1577	1598	1615	1638	1657	1677	1696	1717	1736	1757	1779	2048	2073	2102	2125	2149
Lab Technologist II	1632	1652	1673	1692	1712	1731	1752	1774	1794	1816	1838	1862	1887	1911	1932	1956	1981	2001	2025	2048	2073	2102	2125	2149	2245	2271	2303	2328	2359
Lab Technologist III	1785	1806	1828	1850	1875	1902	1922	1944	1968	1992	2013	2038	2063	2091	2117	2141	2166	2192	2219	2245	2271	2303	2328	2359					

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2008 (0.25%)**

Min																				Ctrl	Disc					
																				Point	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		
Lab Technologist I	1352	1367	1384	1402	1418	1436	1456	1475	1492	1508	1526	1542	1563	1581	1602	1619	1642	1661	1681	1700	1721	1740	1761	1783	1700	1783
Lab Technologist II	1636	1656	1677	1696	1716	1735	1756	1778	1798	1821	1843	1867	1892	1916	1937	1961	1986	2006	2030	2053	2078	2107	2130	2154	2053	2154
Lab Technologist III	1789	1811	1833	1855	1880	1907	1927	1949	1973	1997	2018	2043	2068	2096	2122	2146	2171	2197	2225	2251	2277	2309	2334	2365	2251	2365

EFFECTIVE DECEMBER 1, 2008 (1.50%)

Min																				Ctrl	Disc					
																				Point	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		
Lab Technologist I	1372	1388	1405	1423	1439	1458	1478	1497	1514	1531	1549	1565	1586	1605	1626	1643	1667	1686	1706	1726	1747	1766	1787	1810	1726	1810
Lab Technologist II	1661	1681	1702	1721	1742	1761	1782	1805	1825	1848	1871	1895	1920	1945	1966	1990	2016	2036	2060	2084	2109	2139	2162	2186	2084	2186
Lab Technologist III	1816	1838	1861	1883	1908	1936	1956	1978	2003	2027	2048	2074	2099	2127	2154	2178	2204	2230	2258	2285	2311	2344	2369	2400	2285	2400

EFFECTIVE DECEMBER 1, 2008 (0.25%)

Min																				Ctrl	Disc					
																				Point	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		
Lab Technologist I	1375	1391	1409	1427	1443	1462	1482	1501	1518	1535	1553	1569	1590	1609	1630	1647	1671	1690	1710	1730	1751	1770	1791	1815	1730	1815
Lab Technologist II	1665	1685	1706	1725	1746	1765	1786	1810	1830	1853	1876	1900	1925	1950	1971	1995	2021	2041	2065	2089	2114	2144	2167	2191	2089	2191
Lab Technologist III	1821	1843	1866	1888	1913	1941	1961	1983	2008	2032	2053	2079	2104	2132	2159	2183	2210	2236	2264	2291	2317	2350	2375	2406	2291	2406

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2009 (1.00%)**

	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	Max
Lab Technologist I		1389	1405	1423	1441	1457	1477	1497	1516	1533	1550	1569	1585	1606	1625	1646	1663	1688	1707	1727	1747	1769	1788	1809	1833	
Lab Technologist II		1682	1702	1723	1742	1763	1783	1804	1828	1848	1872	1895	1919	1944	1970	1991	2015	2041	2061	2086	2110	2135	2165	2189	2213	
Lab Technologist III		1839	1861	1885	1907	1932	1960	1981	2003	2028	2052	2074	2100	2125	2153	2181	2205	2232	2258	2287	2314	2340	2374	2399	2430	

EFFECTIVE JUNE 1, 2009 (0.75%)

	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	Max
Lab Technologist I		1399	1416	1434	1452	1468	1488	1508	1527	1544	1562	1581	1597	1618	1637	1658	1675	1701	1720	1740	1760	1782	1801	1823	1847	
Lab Technologist II		1695	1715	1736	1755	1776	1796	1818	1842	1862	1886	1909	1933	1959	1985	2006	2030	2056	2076	2102	2126	2151	2181	2205	2230	
Lab Technologist III		1853	1875	1899	1921	1946	1975	1996	2018	2043	2067	2090	2116	2141	2169	2197	2222	2249	2275	2304	2331	2358	2392	2417	2448	

EFFECTIVE DECEMBER 1, 2009 (1.50%)

	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	Max
Lab Technologist I		1420	1437	1456	1474	1490	1510	1531	1550	1567	1585	1605	1621	1642	1662	1683	1700	1727	1746	1766	1786	1809	1828	1850	1875	
Lab Technologist II		1720	1741	1762	1781	1803	1823	1845	1870	1890	1914	1938	1962	1988	2015	2036	2060	2087	2107	2134	2158	2183	2214	2238	2263	
Lab Technologist III		1881	1903	1927	1950	1975	2005	2026	2048	2074	2098	2121	2148	2173	2202	2230	2255	2283	2309	2339	2366	2393	2428	2453	2485	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2009 (0.50%)**

	Min																								Ctrl			Disc											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Point	Max	Point	Max	Point	Max														
Lab Technologist I	1427	1444	1463	1481	1497	1518	1539	1558	1575	1593	1613	1629	1650	1670	1691	1709	1736	1755	1775	20	1795	21	1818	22	1837	23	1859	24	1884	2169	2194	2225	2249	2274	2378	2405	2440	2465	2497
Lab Technologist II	1729	1750	1771	1790	1812	1832	1854	1879	1899	1924	1948	1972	1998	2025	2046	2070	2097	2118	2145																				
Lab Technologist III	1890	1913	1937	1960	1985	2015	2036	2058	2084	2109	2132	2158	2184	2213	2241	2266	2294	2321	2351																				

EFFECTIVE JUNE 1, 2010 (1.00%)

	Min																								Ctrl			Disc											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Point	Max	Point	Max	Point	Max														
Lab Technologist I	1441	1458	1478	1496	1512	1533	1554	1574	1591	1609	1629	1645	1667	1687	1708	1726	1753	1773	1793	20	1813	21	1836	22	1855	23	1878	24	1903	2191	2216	2247	2271	2297	2402	2429	2464	2490	2522
Lab Technologist II	1746	1768	1789	1808	1830	1850	1873	1898	1918	1943	1967	1992	2018	2045	2066	2091	2118	2139	2166																				
Lab Technologist III	1909	1932	1956	1980	2005	2035	2056	2079	2105	2129	2153	2181	2206	2235	2263	2289	2317	2344	2375																				

**SCHEDULE B
POINTS GUIDE**

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

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

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

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

SCHEDULE C

EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Leave of absence with pay for the purpose of writing examinations;

(b) Payment of expenses of writing the examinations;

(c) Payment of travelling expenses in accordance with the Travel Regulations.

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

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

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

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

(c) books.

(d) Other agreed expenses directly related to the proposed course or training.

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

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

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

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

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

LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND
THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
Re: 16.06(b) Lateral Transfer -Assessors

The parties agree that for the purpose of Article 16.06(b) the basic level for the Assessor classification shall be positions classified as Assessor I and Assessor II.

FOR THE UNION:

Gerard Rouleau

Renee Pecsokovszky

Conrad Collin

Peter R. Lutwick

John White

Michael Robichaud

Thomas Mann

Darrell Tidd

FOR THE EMPLOYER:

Hon. Victor Boudreau

Hon. Hédard Albert

Paula Trites

Suzanne Bois-Thebeau

Ron Smith

Michael Maloney

Gary O'Toole

Keith Mullin

LETTER OF INTENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Joint Job Evaluation Study

The parties agree that a joint job evaluation exercise to review the classifications covered by this collective agreement will be conducted in accordance with the following principles:

The Hay Point Rating System will be used by the parties to evaluate the classifications.

An evaluation committee consisting of not more than three (3) representatives from each party shall be established plus a facilitator from the Compensation and Classification Branch of the Office of Human Resources. This committee shall develop its Terms of Reference prior to the commencement of the exercise. By mutual agreement, this committee may call upon additional resources to address specific issues.

Recommendations of the committee shall not be binding on either party. However, such recommendations shall form the basis for negotiations of the next collective agreement.

The cost of the job evaluation exercise will be borne equally by the parties.

This evaluation exercise will be completed ninety (90) days prior to the expiration of the collective agreement.

DATED at Fredericton this 21st day of December 2006.

FOR THE UNION:

FOR THE EMPLOYER:

Gerard Rouleau

Hon. Victor Boudreau

Renée Pecskovszky

Hon. Hédard Albert

Conrad Collin

Paula Trites

Peter R. Lutwick

Suzanne Bois-Thebeau

John White

Ron Smith

Michael Robichaud

Michael Maloney

Thomas Mann

Gary O'Toole

Darrell Tidd

Keith Mullin