

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, 2014

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THIS AGREEMENT made this 16th day of April 2013.

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 (6) months and less than twelve (12) 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 (6) 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 (1) 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 in a mutually agreed upon electronic format, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official. The monthly payment of deductions made shall be accompanied by a full list of employees, including names, classifications, department and addresses as follows:

1. Full-time Employees
2. Part-time Employees
3. Temporary Employees
4. Seasonal Employees
5. Casual Employees
6. Secoded in the Bargaining Unit Employees

ARTICLE 9 - NO DISCRIMINATION

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

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

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

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

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

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

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

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

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

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the employee's

Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

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

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present the employee's grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the employee's immediate Supervisor or the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the employee presented the employee's grievance to the employee's immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

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

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present the employee's grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the employee's immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the employee's grievance within fifteen (15) working days from the date on which the employee presented the employee's grievance at the final level, the employee may refer the employee's grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which the employee should have received a reply from the person designated as the final level.

Grievance Procedure:

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 a Union representative attend the meeting.

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

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

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

ARTICLE 15 - SENIORITY

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

15.02 (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 (12) 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, in a mutually agreed upon secure electronic format, 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 Senior Valuation Specialist, Heavy Industrial Specialist and Assistant Manager 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 layoff an employee in the Bargaining Unit, the Employer shall provide the employee with at least two (2) months notice in advance of such layoff.

(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 layoff.

(c) In addition to the protections and rights under 17.07 (a) and (b) above, reverse seniority shall apply to layoffs. 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 Sub-article 18.01, individuals in some classifications may be expected to work irregular hours. **(Technical Inspection only)**

18.06 Employees shall be entitled to two (2) fifteen-minute (15) rest periods for each shift worked. **(Laboratory and Medical only)**

18.07 Employees shall be entitled to two (2) ten-minute (10) 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 (1) 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 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.

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) 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 (3) hours pay at the overtime rate for each such return to work. However, the maximum hours of pay for any eight (8) hour shift shall be eight (8) 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 (3) 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, the pay shall be determined in relation to the points allocated to the classification in the evaluation process as agreed between the Employer and the Union. The Employer may set an interim wage rate for such classification.

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

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

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

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

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 (5) 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 (4) 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 (1 ½) 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 (8) consecutive years employment shall be one and one-quarter (1 ¼) days per calendar month; and

(b) for employees with eight (8) or more consecutive years employment shall be one and two-thirds (1 ⅔) days per calendar month; and

(c) for employees with twenty (20) 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 Workers' 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 (2) 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 (1) 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 Workers' 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 (1/2) day may be deducted as one-half (1/2) day, absence for more than one-half (1/2) day but less than one (1) 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 (3) 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 (1) 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 (6) 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 (1/2) 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
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

27.03 Paid court leave shall not be granted,

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

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

ARTICLE 28 - EDUCATIONAL LEAVE

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

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

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

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

28.01.03 The period of Return Service specified in a Return Service Agreement is to be for a minimum period of twelve (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 carryover of vacation leave credits is permitted where educational leave is granted for a period of twelve (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 thirty (30) working days.

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

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

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

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

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

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

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

28.03 It is recognized by the Parties that second language instruction is of benefit to both the Employer and the employee. Where an employee requests leave for the above and such request is approved by the Employer or where an employee is required by the Employer to take second language training the employee shall:

- (a) be granted leave without loss of his/her regular pay and;
- (b) be reimbursed for tuition and reasonable travel expenses.

ARTICLE 29 - LEAVE FOR UNION BUSINESS

29.01 Meetings During the Grievance Process

- (a) Time off for Liaison Officers

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

- (b) Employee presenting a Grievance

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

- (i) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;
- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in his district and leave without pay, 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. If the Liaison Officer ordinarily works in the same workplace as a new employee, the Employer shall grant the Liaison Officer reasonable time, to a maximum of (30) minutes, to introduce the new employee to the Union. In the case of multiple new employees in the Liaison Officer's workplace, the Liaison Officer will make all reasonable attempts to meet with the new employees as a group, in which case the total time of the meeting will not exceed thirty (30) minutes. The introduction of new employees will occur when operational requirements permit.

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

29.06 Contract Negotiations Meetings

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

29.07 Preparatory Contract Negotiations Meetings

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

29.08 Meetings Between Employee Organizations and Management

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

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

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

29.10 The Union President

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

(a) At least sixty (60) days notice of intention to return to work shall be given to the Employer;

(b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they should be placed in a comparable position in the same department. The first available vacancy in their former workplace, in the same classification and same employment status will be awarded to the employee without the necessity of posting;

(c) Any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;

(d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay those of the Employer;

(e) The employee's seniority shall continue to accrue.

ARTICLE 30 - OTHER LEAVES OF ABSENCE

30.01 Examination Leave

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

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

30.02 Conference Assignment

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

30.03 Leave for Other Reasons

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

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

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

30.05 Secondment Leave

(a) Prior to an employee being seconded to a position outside the Technical Inspection and Laboratory and Medical Bargaining Units, or an employee in a different Bargaining Unit being seconded to a position in the Technical Inspection and Laboratory and Medical Bargaining Units, the Employer and the Union shall enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority and grievance/adjudication process.

The seconded employee shall sign the Letter of Agreement to acknowledge that he understands and accepts the terms of the secondment.

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

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

30.06 Compassionate Care Leave

Employees in the Bargaining Unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *Employment Standards Act* as amended from time to time.

ARTICLE 31 - HEALTH AND SAFETY

31.01 (a) The Employer shall continue to make reasonable provisions for the health and safety 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 *Workers' Compensation Act*, of the Province of New Brunswick.

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

The absence of an employee who is receiving compensation benefits under the *Workers' 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 in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one payment in each of the two (2) taxation years.

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 proratio 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 layoff of an employee, the affected employee shall be laid off in accordance with the layoff 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 (120) 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 layoff provisions of this agreement.

ARTICLE 37 - DURATION AND TERMINATION

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning December 1, 2010; (Laboratory and Medical) (Technical Inspection), and ending November 30, 2014 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiations of a new agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or renewal thereof.

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

ARTICLE 38 - RETROACTIVITY

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

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

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired after the expiry date of the previous Collective 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 16th day of April, 2013.

FOR THE UNION:

Susie Proulx-Daigle

Renee Pecskovsky

Paul Hubert

Dean Job

John White

Paul Chiasson

Michael Robichaud

FOR THE EMPLOYER:

Hon. Troy Lifford

Michelle Losier

Lisa Dionne

Yves Levesque

Rita Guimond

Laura Turgeon

Peter McLaughlin

SCHEDULE A-1
TECHNICAL INSPECTION

EFFECTIVE DECEMBER 1, 2010 (0.00%)

	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 Assessor 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									
Fish Inspector I 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 Assessor II Fish Inspector 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									
Appraiser III Assessor III Technical Services Inspector I	1759	1780	1802	1822	1844	1862	1887	1911	1933	1960	1981	2007	2034	2060	2081	2108	2133	2155	2184	2206	2231	2263	2289	2317									
Appraiser IV Assessor IV Public Health Inspector** Technical Services Inspector II Technical Services Inspector II-F Technical Services Inspector III	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	24*	25	26	27	28
Appraiser V Property Management Agent Technical Services Inspector IV	2099	2123	2147	2175	2198	2224	2254	2282	2308	2337	2364	2398	2420	2450	2486	2512	2546	2577	2607	2636	2664	2700	2729	2765									

* 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, 2011 (0.00%)

	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	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	1230	1245	1260	1275	1290	1303	1322	1338	1352	1369	1382	1399	1417	1436	1453	1472	1489	1509	1526	1546	1566	1587	1605	1623						
Public Health Technician																														
Appraiser 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						
Assessor II																														
Fish Inspector II																														
Appraiser 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						
Assessor III																														
Technical Services Inspector I																														
Appraiser 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		
Assessor IV																														
Public Health Inspector**																														
Technical Services Inspector II																														
Technical Services Inspector II-F																														
Technical Services Inspector III																														
Appraiser V	2099	2123	2147	2175	2198	2224	2254	2282	2308	2337	2364	2398	2420	2450	2486	2512	2546	2577	2607	2636	2664	2700	2729	2765						
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, 2011 (0.00%)

	Min																		Ctrl Point Max	Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18										
Appraiser I Assessor 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				
Fish Inspector I 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 Assessor II Fish Inspector 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				
Appraiser III Assessor III Technical Services Inspector I	1759	1780	1802	1822	1844	1862	1887	1911	1933	1960	1981	2007	2034	2060	2081	2108	2133	2155	2184	2206	2231	2263	2289	2317				
Appraiser IV Assessor IV Public Health Inspector** Technical Services Inspector II Technical Services Inspector II-F Technical Services Inspector III	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
Appraiser V Property Management Agent Technical Services Inspector IV	2099	2123	2147	2175	2198	2224	2254	2282	2308	2337	2364	2398	2420	2450	2486	2512	2546	2577	2607	2636	2664	2700	2729	2765				

* 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, 2012 (0.00%)

	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	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	1230	1245	1260	1275	1290	1303	1322	1338	1352	1369	1382	1399	1417	1436	1453	1472	1489	1509	1526	1546	1566	1587	1605	1623				
Public Health Technician																												
Appraiser 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				
Assessor II																												
Fish Inspector II																												
Appraiser 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				
Assessor III																												
Technical Services Inspector I																												
Appraiser 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
Assessor IV																												
Public Health Inspector**																												
Technical Services Inspector II																												
Technical Services Inspector II-F																												
Technical Services Inspector III																												
Appraiser V	2099	2123	2147	2175	2198	2224	2254	2282	2308	2337	2364	2398	2420	2450	2486	2512	2546	2577	2607	2636	2664	2700	2729	2765				
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, 2012 (1.00%)

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	Max					
Appraiser I	1125	1155	1170	1184	1198	1210	1227	1241	1255	1272	1286	1302	1315	1332	1350	1365	1382	1395	1412	1430	1449	1466	1485	1503						
Assessor I																														
Fish Inspector I	1242	1257	1273	1288	1303	1316	1335	1351	1366	1383	1396	1413	1431	1450	1468	1487	1504	1524	1541	1561	1582	1603	1621	1639						
Public Health Technician																														
Appraiser II	1466	1485	1503	1523	1540	1559	1580	1602	1620	1638	1656	1674	1697	1715	1738	1757	1783	1804	1824	1844	1866	1890	1914	1935						
Assessor II																														
Fish Inspector II																														
Appraiser III	1777	1798	1820	1840	1862	1881	1906	1930	1952	1980	2001	2027	2054	2081	2102	2129	2154	2177	2206	2228	2253	2286	2312	2340						
Assessor III																														
Technical Services Inspector I																														
Appraiser IV	1942	1968	1991	2014	2041	2071	2093	2116	2141	2166	2195	2218	2244	2274	2303	2328	2358	2386	2419	2442	2471	2507	2534	2568	2597	2625	2658	2686		
Assessor IV																														
Public Health Inspector**																														
Technical Services Inspector II																														
Technical Services Inspector II-F																														
Technical Services Inspector III																														
Appraiser V	2120	2144	2168	2197	2220	2246	2277	2305	2331	2360	2388	2422	2444	2475	2511	2537	2571	2603	2633	2662	2691	2727	2756	2793						
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 DATE OF SIGNING

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1140	1154	1168	1182	1196	1210	1225	1239	1254	1269	1285	1300	1316	1331	1347	1364	1380	1396	1413	1430	1447	1465	1482	1500
Pay Group 2	1242	1264	1286	1309	1332	1355	1379	1403	1427	1452	1478	1504	1530	1557	1584	1612	1640	1668	1698	1727	1748	1770	1791	1812
Pay Group 3	1466	1491	1517	1544	1571	1598	1626	1655	1684	1713	1743	1774	1805	1836	1868	1901	1934	1968	2003	2038	2062	2088	2113	2138
Pay Group 4	1777	1798	1820	1840	1862	1881	1906	1930	1952	1980	2001	2027	2054	2081	2102	2129	2154	2177	2206	2228	2253	2286	2312	2340
Pay Group 5	1942	1968	1991	2014	2041	2071	2093	2116	2141	2166	2195	2218	2244	2274	2303	2328	2358	2386	2419	2442	2471	2507	2534	2568
Pay Group 6	2120	2144	2168	2197	2220	2246	2277	2305	2331	2360	2388	2422	2444	2475	2511	2537	2571	2603	2633	2662	2691	2727	2756	2793

Ctrl
Point
Max

Disc
Max

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** 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, 2013 (1.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1151	1166	1180	1194	1208	1222	1237	1251	1267	1282	1298	1313	1329	1344	1360	1378	1394	1410	1427	1444	1461	1480	1497	1515
Pay Group 2	1254	1277	1299	1322	1345	1369	1393	1417	1441	1467	1493	1519	1545	1573	1600	1628	1656	1685	1715	1744	1765	1788	1809	1830
Pay Group 3	1481	1506	1532	1559	1587	1614	1642	1672	1701	1730	1760	1792	1823	1854	1887	1920	1953	1988	2023	2058	2083	2109	2134	2159
Pay Group 4	1795	1816	1838	1858	1881	1900	1925	1949	1972	2000	2021	2047	2075	2102	2123	2150	2176	2199	2228	2250	2276	2309	2335	2363
Pay Group 5	1961	1988	2011	2034	2061	2092	2114	2137	2162	2188	2217	2240	2266	2297	2326	2351	2382	2410	2443	2466	2496	2532	2559	2594
Pay Group 6	2141	2165	2190	2219	2242	2268	2300	2328	2354	2384	2412	2446	2468	2500	2536	2562	2597	2629	2659	2689	2718	2754	2784	2821

Ctrl
Point
Max

Disc
Max

Pay Group 1

Appraiser I
Assessor I

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

** 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, 2013 (1.00%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1163	1178	1192	1206	1220	1234	1249	1264	1280	1295	1311	1326	1342	1357	1374	1392	1408	1424	1441	1458	1476	1495	1512	1530
Pay Group 2	1267	1290	1312	1335	1358	1383	1407	1431	1455	1482	1508	1534	1560	1589	1616	1644	1673	1702	1732	1761	1783	1806	1827	1848
Pay Group 3	1496	1521	1547	1575	1603	1630	1658	1689	1718	1747	1778	1810	1841	1873	1906	1939	1973	2008	2043	2079	2104	2130	2155	2181
Pay Group 4	1813	1834	1856	1877	1900	1919	1944	1968	1992	2020	2041	2067	2096	2123	2144	2172	2198	2221	2250	2273	2299	2332	2358	2387
Pay Group 5	1981	2008	2031	2054	2082	2113	2135	2158	2184	2210	2239	2262	2289	2320	2349	2375	2406	2434	2467	2491	2521	2557	2585	2620
Pay Group 6	2162	2187	2212	2241	2264	2291	2323	2351	2378	2408	2436	2470	2493	2525	2561	2588	2623	2655	2686	2716	2745	2782	2812	2849
Pay Group 1 Appraiser I Assessor I																								
Pay Group 2 Fish Inspector I Public Health Technician																								
Pay Group 3 Appraiser II Fish Inspector II Residential Assessor I																								
Pay Group 4 Residential Assessor II Appraiser III																								
Pay Group 5 Public Health Inspector** Commercial Assessor																								
Pay Group 6 Property Management Agent Assistant Manager Heavy Industrial Specialist Senior Valuation Specialist																								

** 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, 2014 (1.00%)

	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 Point Max	Dis Ma
Pay Group 1	1175	1190	1204	1218	1232	1246	1261	1277	1293	1308	1324	1339	1355	1371	1388	1406	1422	1438	1455	1473	1491	1510	1527	1545		
Pay Group 2	1280	1303	1325	1348	1372	1397	1421	1445	1470	1497	1523	1549	1576	1605	1632	1660	1690	1719	1749	1779	1801	1824	1845	1867		
Pay Group 3	1511	1536	1562	1591	1619	1646	1675	1706	1735	1764	1796	1828	1859	1892	1925	1958	1993	2028	2063	2100	2125	2151	2177	2203		
Pay Group 4	1831	1852	1875	1896	1919	1938	1963	1988	2012	2040	2061	2088	2117	2144	2165	2194	2220	2243	2273	2296	2322	2355	2382	2409		
Pay Group 5	2001	2028	2051	2075	2103	2134	2156	2180	2206	2232	2261	2285	2312	2343	2372	2399	2430	2458	2492	2516	2546	2583	2611	2640		
Pay Group 6	2184	2209	2234	2263	2287	2314	2346	2375	2402	2432	2460	2495	2518	2550	2587	2614	2649	2682	2713	2743	2772	2810	2840	2870		
Pay Group 1 Appraiser I Assessor I																										
Pay Group 2 Fish Inspector I Public Health Technician																										
Pay Group 3 Appraiser II Fish Inspector II Residential Assessor I																										
Pay Group 4 Residential Assessor II Appraiser III																										
Pay Group 5 Public Health Inspector** Commercial Assessor																										
Pay Group 6 Property Management Agent Assistant Manager Heavy Industrial Specialist Senior Valuation Specialist																										

** 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-2
TECHNICAL INSPECTION
EFFECTIVE DATE OF SIGNING

	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 Point Max	Disc Max				
Technical Services Inspector I	1777	1798	1820	1840	1862	1881	1906	1930	1952	1980	2001	2027	2054	2081	2102	2129	2154	2177	2206	2228	2253	2286	2312	2340						
Technical Services Inspector II & III Technical Services Inspector II-F	1942	1968	1991	2014	2041	2071	2093	2116	2141	2166	2195	2218	2244	2274	2303	2328	2358	2386	2419	2442	2471	2507	2534	2568	2597	2625	2658	2686		
Technical Services Inspector IV	2120	2144	2168	2197	2220	2246	2277	2305	2331	2360	2388	2422	2444	2475	2511	2537	2571	2603	2633	2662	2691	2727	2756	2793						

*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.

SCHEDULE A-2
 TECHNICAL INSPECTION
 EFFECTIVE DECEMBER 1, 2013 (1.00%)

	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 Point Max	Disc Max				
Technical Services Inspector I	1813	1834	1856	1877	1900	1919	1944	1968	1992	2020	2041	2067	2096	2123	2144	2172	2198	2221	2250	2273	2299	2332	2358	2387						
Technical Services Inspector II & III Technical Services Inspector II-F	1981	2008	2031	2054	2082	2113	2135	2158	2184	2210	2239	2262	2289	2320	2349	2375	2406	2434	2467	2491	2521	2557	2585	2620	2649	2678	2712	2740		
Technical Services Inspector IV	2162	2187	2212	2241	2264	2291	2323	2351	2378	2408	2436	2470	2493	2525	2561	2588	2623	2655	2686	2716	2745	2782	2812	2849						

* 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.

SCHEDULE A-2
 TECHNICAL INSPECTION

EFFECTIVE JUNE 1, 2014 (1.00%)

	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 Point Max	Disc Max				
Technical Services Inspector I	1831	1852	1875	1896	1919	1938	1963	1988	2012	2040	2061	2088	2117	2144	2165	2194	2220	2243	2273	2296	2322	2355	2382	2411						
Technical Services Inspector II & III	2001	2028	2051	2075	2103	2134	2156	2180	2206	2232	2261	2285	2312	2343	2372	2399	2430	2458	2492	2516	2546	2583	2611	2646	2675	2705	2739	2767		
Technical Services Inspector II-F																														
Technical Services Inspector IV	2184	2209	2234	2263	2287	2314	2346	2375	2402	2432	2460	2495	2518	2550	2587	2614	2649	2682	2713	2743	2772	2810	2840	2877						

* 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.

SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2010 (0.00%)

	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	1441	1458	1478	1496	1512	1533	1554	1574	1591	1609	1629	1645	1667	1687	1708	1726	1753	1773	1793	1813	1836	1855	1878	1903	
Lab Technologist II	1746	1768	1789	1808	1830	1850	1873	1898	1918	1943	1967	1992	2018	2045	2066	2091	2118	2139	2166	2191	2216	2247	2271	2297	
Lab Technologist III	1909	1932	1956	1980	2005	2035	2056	2079	2105	2129	2153	2181	2206	2235	2263	2289	2317	2344	2375	2402	2429	2464	2490	2522	

SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2011 (0.00%)

	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	1441	1458	1478	1496	1512	1533	1554	1574	1591	1609	1629	1645	1667	1687	1708	1726	1753	1773	1793	1813	1836	1855	1878	1903	
Lab Technologist II	1746	1768	1789	1808	1830	1850	1873	1898	1918	1943	1967	1992	2018	2045	2066	2091	2118	2139	2166	2191	2216	2247	2271	2297	
Lab Technologist III	1909	1932	1956	1980	2005	2035	2056	2079	2105	2129	2153	2181	2206	2235	2263	2289	2317	2344	2375	2402	2429	2464	2490	2522	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2011 (0.00%)**

	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	1441	1458	1478	1496	1512	1533	1554	1574	1591	1609	1629	1645	1667	1687	1708	1726	1753	1773	1793	1813	1836	1855	1878	1903	
Lab Technologist II	1746	1768	1789	1808	1830	1850	1873	1898	1918	1943	1967	1992	2018	2045	2066	2091	2118	2139	2166	2191	2216	2247	2271	2297	
Lab Technologist III	1909	1932	1956	1980	2005	2035	2056	2079	2105	2129	2153	2181	2206	2235	2263	2289	2317	2344	2375	2402	2429	2464	2490	2522	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2012 (0.00%)**

	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	1441	1458	1478	1496	1512	1533	1554	1574	1591	1609	1629	1645	1667	1687	1708	1726	1753	1773	1793	1813	1836	1855	1878	1903	
Lab Technologist II	1746	1768	1789	1808	1830	1850	1873	1898	1918	1943	1967	1992	2018	2045	2066	2091	2118	2139	2166	2191	2216	2247	2271	2297	
Lab Technologist III	1909	1932	1956	1980	2005	2035	2056	2079	2105	2129	2153	2181	2206	2235	2263	2289	2317	2344	2375	2402	2429	2464	2490	2522	

**SCHEDULE A-1
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2012 (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	1455	1473	1493	1511	1527	1548	1570	1590	1607	1625	1645	1661	1684	1704	1725	1743	1771	1791	1811	1831	1854	1874	1897	1922	
Lab Technologist II	1763	1786	1807	1826	1848	1869	1892	1917	1937	1962	1987	2012	2038	2065	2087	2112	2139	2160	2188	2213	2238	2269	2294	2320	
Lab Technologist III	1928	1951	1976	2000	2025	2055	2077	2100	2126	2150	2175	2203	2228	2257	2286	2312	2340	2367	2399	2426	2453	2489	2515	2547	

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DATE OF SIGNING**

	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	1455	1473	1493	1511	1527	1548	1570	1590	1607	1625	1645	1661	1684	1704	1725	1743	1771	1791	1811	1831	1854	1874	1897	1922	
Lab Technologist II	1763	1786	1807	1826	1848	1869	1892	1917	1937	1962	1987	2012	2038	2065	2087	2112	2139	2160	2188	2213	2238	2269	2294	2320	
Lab Technologist III	1848	1872	1894	1914	1937	1958	1983	2009	2030	2056	2082	2109	2136	2164	2187	2213	2242	2264	2293	2319	2345	2379	2404	2431	
Lab Technologist IV	1928	1951	1976	2000	2025	2055	2077	2100	2126	2150	2175	2203	2228	2257	2286	2312	2340	2367	2399	2426	2453	2489	2515	2547	

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2013 (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	1470	1488	1508	1526	1542	1563	1586	1606	1623	1641	1661	1678	1701	1721	1742	1760	1789	1809	1829	1849	1873	1893	1916	1941	
Lab Technologist II	1781	1804	1825	1844	1866	1888	1911	1936	1956	1982	2007	2032	2058	2086	2108	2133	2160	2182	2210	2235	2260	2292	2317	2343	
Lab Technologist III	1866	1891	1913	1933	1956	1978	2003	2029	2050	2077	2103	2130	2157	2186	2209	2235	2264	2287	2316	2342	2368	2403	2428	2455	
Lab Technologist IV	1947	1971	1996	2020	2045	2076	2098	2121	2147	2172	2197	2225	2250	2280	2309	2335	2363	2391	2423	2450	2478	2514	2540	2572	

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2013 (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	1485	1503	1523	1541	1557	1579	1602	1622	1639	1657	1678	1695	1718	1738	1759	1778	1807	1827	1847	1867	1892	1912	1935	1960
Lab Technologist II	1799	1822	1843	1862	1885	1907	1930	1955	1976	2002	2027	2052	2079	2107	2129	2154	2182	2204	2232	2257	2283	2315	2340	2366
Lab Technologist III	1885	1910	1932	1952	1976	1998	2023	2049	2071	2098	2124	2151	2179	2208	2231	2257	2287	2310	2339	2365	2392	2427	2452	2480
Lab Technologist IV	1966	1991	2016	2040	2065	2097	2119	2142	2168	2194	2219	2247	2273	2303	2332	2358	2387	2415	2447	2475	2503	2539	2565	2598

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2014 (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	1500	1518	1538	1556	1573	1595	1618	1638	1655	1674	1695	1712	1735	1755	1777	1796	1825	1845	1865	1886	1911	1931	1954	1980
Lab Technologist II	1817	1840	1861	1881	1904	1926	1949	1975	1996	2022	2047	2073	2100	2128	2150	2176	2204	2226	2254	2280	2306	2338	2363	2390
Lab Technologist III	1904	1929	1951	1972	1996	2018	2043	2069	2092	2119	2145	2173	2201	2230	2253	2280	2310	2333	2362	2389	2416	2451	2477	2505
Lab Technologist IV	1986	2011	2036	2060	2086	2118	2140	2163	2190	2216	2241	2269	2296	2326	2355	2382	2411	2439	2471	2500	2528	2564	2591	2624

**SCHEDULE B
POINTS GUIDE**

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

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

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

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

SCHEDULE C

EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNON OF PUBLIC AND PRIVATE EMPLOYEES

Group: Technical Inspection,Laboratory and Medical

Re: Pay Equity

The Parties agree that the Laboratory Technologist II is the only classification within the bargaining group that meets the definition of a “female-dominated classification” under the *Pay Equity Act, S.N.B. 2009, c. P-5.05*.

The Parties accept the results of the Technical Inspection, Laboratory & Medical Joint Job Evaluation Study and resulting compensation structure.

The Parties agree that no pay inequity exists between the female-dominated classification and the male-dominated classifications performing work of equal or comparable value, therefore the requirements under sections 13(1) and 13(2) of the Pay Equity Act, 2009 and the Parties’ pay equity obligations have been met.

Dated this 16th day of April, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

Susie Proulx-Daigle

Hon. Troy Lifford

Renee Pecskovsky

Michelle Losier

Paul Hubert

Lisa Dionne

Dean Job

Yves Levesque

John White

Rita Guimond

Paul Chiasson

Laura Turgeon

Michael Robichaud

Peter McLaughlin

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 Residential Assessor I and Residential Assessor II.

Dated this 16th day of April, 2013.

FOR THE UNION:

FOR THE EMPLOYER:

Susie Proulx-Daigle

Hon. Troy Lifford

Renee Pecskovsky

Michelle Losier

Paul Hubert

Lisa Dionne

Dean Job

Yves Levesque

John White

Rita Guimond

Paul Chiasson

Laura Turgeon

Michael Robichaud

Peter McLaughlin

LETTER OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

TECHNICAL INSPECTION, LABORATORY AND MEDICAL GROUPS

Re: Implementation of the Joint Job Evaluation Study Results

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

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

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

The parties agree that the results of the joint job evaluation study shall be implemented effective date of signing of the collective agreement, according to the following:

1. Pay treatment on implementation

(a) Movement from one pay group to another, for the purposes of implementation, does not constitute a promotion. Effective date of signing, employees will be placed on the step with a value closest to, but not less than, the employee's rate of pay in effect immediately preceding the effective date.

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

2. Classification structure on implementation

(a) Implementation of the Hay Guide Chart-Profile Method of classification shall take effect on the date of signing of the collective agreement.

(b) Effective date of signing, employees may submit requests for reclassification under the new classification structure.

3. Classification Maintenance

(a) Classification decisions shall be based on the application of the Hay Guide Chart-Profile Method of classification.

(b) The parties agree to establish a Joint Maintenance Committee and a Joint Steering Committee for classification.

(c) The Joint Maintenance Committee shall consist of not more than three (3) representatives from each party.

(d) The Joint Steering Committee shall consist of not more than two (2) representatives from each party.

(e) Each party shall be responsible for the expenses of its members.

(f) Within ninety (90) days of the signing of the collective agreement, the Joint Maintenance Committee shall meet and develop terms of reference for approval by the Joint Steering Committee. By mutual agreement, the Joint

Maintenance Committee may call upon additional resources to address specific issues in the development of the terms of reference.

(g) The Joint Maintenance Committee shall have the authority to consider and decide on employee classification requests following approval of the terms of reference by the Joint Steering Committee.

(h) The Joint Maintenance Committee shall meet as required. A decision of the Joint Maintenance Committee shall be final and binding.

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

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

Dated this 16th day of April, 2013

FOR THE UNION:

Susie Proulx-Daigle

Renee Pecskovsky

Paul Hubert

Dean Job

John White

Paul Chiasson

Michael Robichaud

FOR THE EMPLOYER:

Hon. Troy Lifford

Michelle Losier

Lisa Dionne

Yves Levesque

Rita Guimond

Laura Turgeon

Peter McLaughlin

LETTER OF INTENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Implementation of the Joint Job Evaluation Study – Assessor III Classification

As part of the implementation of the joint job evaluation study, the parties agree to place the following three employees: Paul Chiasson, Bradley G. Belyea and Jane Huntjens previously classified as Assessor III within the new Commercial Assessor classification, notwithstanding that they are currently performing residential assessments. The placement of these three employees is under the following conditions:

1. This placement is on a without prejudice basis.
2. If an opportunity for commercial assessment work arises in his or her office, the employee is expected to assume the commercial assessment duties.
3. If the employee declines the commercial assessment duties, then article 21.07 shall apply and the employee will be placed in the Residential Assessor II pay range at a rate of pay not exceeding the control point maximum of a Residential Assessor II.

Dated this 16th day of April, 2013.

FOR THE UNION:

Susie Proulx-Daigle

Renee Pecskovsky

Paul Hubert

Dean Job

John White

Paul Chiasson

Michael Robichaud

FOR THE EMPLOYER:

Hon. Troy Lifford

Michelle Losier

Lisa Dionne

Yves Levesque

Rita Guimond

Laura Turgeon

Peter McLaughlin

LETTER OF UNDERSTANDING

BETWEEN

BOARD OF MANAGEMENT

AND THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: TECHNICAL INSPECTION BARGAINING UNIT

This letter of understanding applies to all employees of the Department of Public Safety employed as a Regional Fire Marshal.

- 1) The parties agree that the current stand-by practice (responding to emergencies and providing service to volunteer services) with respect to the above-noted employees shall remain in effect for the life of the Technical Inspection Bargaining Unit Collective Agreement (expiry date November 30, 2014).
- 2) Notwithstanding the above, the Department of Public Safety will review said practice during the life of the Collective Agreement.
- 3) In recognition of the stand-by service provided by the above-noted employees the Department agrees to compensation as follows:
 - A) Lump Sum Payment of \$2,500.00 every six (6) months to all Employees employed as a Regional Fire Marshal.
 - B) An Employee who is called to work while on stand-by and who reports for work shall be compensated as per the provisions of Article 19 (Overtime) in the Collective Agreement applicable to these Employees.

Lump sum payments are payable on July 31st and January 31st of each calendar year and are in recognition of stand-by services provided for the preceding six (6) months.

The parties agree that the lump sum payment will be prorated on a monthly basis to cover periods of less than six (6) months were applicable.

Dated this 16th day of April, 2013.

FOR THE UNION:

Susie Proulx-Daigle

Renee Pecskovsky

Paul Hubert

Dean Job

John White

Paul Chiasson

Michael Robichaud

FOR THE EMPLOYER:

Hon. Troy Lifford

Michelle Losier

Lisa Dionne

Yves Levesque

Rita Guimond

Laura Turgeon

Peter McLaughlin

LETTER OF AGREEMENT

BETWEEN

**HER MAJESTY IN THE RIGHT OF THE PROVINCE, AS REPRESENTED BY BOARD OF
MANAGEMENT (the “Employer”)**

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (the “Union”)
GROUP: TECHNICAL INSPECTION, LABORATORY AND MEDICAL**

Re: Stand-by and telephone work pay at Casino New Brunswick

WHEREAS the Department of Public Safety, through its Gaming Control Branch, is responsible for ensuring the technical integrity of electronic gaming equipment at Casino New Brunswick in Moncton, NB; and

WHEREAS providing these services requires employees, on the instructions of management, to be available for work for periods of time (i.e. be on stand-by) and to use the telephone when on stand-by to provide a service required by the Employer; and

WHEREAS the stand-by provisions of the collective agreement (articles 20.01 and 20.02) only apply to the Laboratory and Medical group & Public Health Inspectors of the Technical Inspection group and the telephone work (article 20.03) provision only applies to the Public Health Inspectors;

THEREFORE the Parties agree to the following:

1. Articles 20.01, 20.02 and 20.03 of the collective agreement shall apply to the employees employed as Technical Services Inspectors providing services to Casino New Brunswick.
2. The Parties agree that the stand-by and telephone work provisions of the collective agreement apply to the aforementioned employees for as long as the Employer requires the above-noted employees to perform such work or until the signing of the next collective agreement, whichever date is earlier.

Dated this 16th day of April, 2013.

FOR THE UNION:

Susie Proulx-Daigle

Renee Pecskovsky

Paul Hubert

Dean Job

John White

Paul Chiasson

Michael Robichaud

FOR THE EMPLOYER:

Hon. Troy Lifford

Michelle Losier

Lisa Dionne

Yves Levesque

Rita Guimond

Laura Turgeon

Peter McLaughlin

MEMORANDUM OF AGREEMENT

between

NEW BRUNSWICK BOARD OF MANAGEMENT (the “Employer”)

and

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, GROUPS: TECHNICAL INSPECTION, LABORATORY AND MEDICAL(the “Union”)

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

PART I – Definitions

“Collective Agreement” means the collective agreement presently in effect between the Parties with respect to the Technical Inspection, Laboratory and Medical bargaining units.

“Previously Excluded Casual Employee” means a person who is doing the work of classifications represented by the Union pursuant to Certification Order Numbers 026 PS 2e and 016 PS 2a, who is employed:

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

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

PART II – Amendments to Collective Agreement

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

Article 1 – Definitions

Article 1.04

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

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

Article 1.05

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

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

PART III – Terms and Conditions of Previously Excluded Casual Employees

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

Status of Employment

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

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

Seniority

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

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

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

Seasonal Recall

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

Union Dues

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

Rate of Pay

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

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

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

Vacation

In addition to the applicable rate of pay,

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

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

Holidays

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

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

Grievances

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

Dated at Fredericton, New Brunswick, this 13th day of September, 2012.

FOR THE EMPLOYER:

FOR THE UNION:

Dawn Myers

Susie Proulx-Daigle

Moira Goodfellow

Dean Job