

AGREEMENT

between

BOARD OF MANAGEMENT

and

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: RESOURCE SERVICES

EXPIRES: April 15, 2023

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THIS AGREEMENT made and entered into this 19 day of May, 2022.

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

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

PREAMBLE:

WHEREAS it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and 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 efficiently served, accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITION:

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

1.02 In this Agreement, words defined in the *Interpretation Act* and not defined in the *Public Service Labour Relations Act* have the same meaning as in the *Interpretation Act*.

1.03 Wherever the masculine gender is used in this agreement, the same shall be deemed as including the feminine unless otherwise specifically stated.

1.04 Whenever the singular is used in this agreement it shall be considered as if the plural has been used if this is required in context.

1.05 **“Control Point Maximum”** - The point within a salary range representing the maximum base pay for a job.

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

1.07 **“Merit Increase”** - An adjustment to individual salary based on a documented assessment of performance.

1.08 **“Re-earnable Increments”** - Temporary payments based on exceptional performance authorized at the discretion of the Deputy Head.

1.09 **“Pay Increment”** - One step in the pay range.

ARTICLE 2 - APPLICATION OF AGREEMENT:

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

ARTICLE 3 - FUTURE LEGISLATION:

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 a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 4 - RECOGNITION:

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom Public Service Labour Relations Board Certification Order Number 074 PS 2d(2) 1987 applies.

ARTICLE 5 - PROVINCIAL SECURITY:

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

ARTICLE 6 - MANAGEMENT RIGHTS:

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

ARTICLE 7 - UNION SECURITY:

7.01 The Employer shall deduct from the wages due any employee who has been hired to do work of a nature normally performed by members of the Bargaining Unit, an amount equal to the regular monthly dues of the Union commencing with the month following the month in which he 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 the Agreement.

7.04 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union prior to the 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. Each remittance shall be accompanied by a list, in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number (if available), department, work location, seniority date, the amounts deducted for NBUPPE dues, classification, and status.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Official of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.

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

7.07 Except as set out in 7.11, the Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

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

7.09 Dues deduction for employees excluded from the bargaining unit shall cease effective the first of the month following notice of their exclusion.

7.10 Information submitted with Union dues shall include the employee's name, classification, number of hours worked, employee status, address and amount deducted per pay and total.

7.11 The Employer shall be liable for any dues which it has failed to deduct from any employee in respect of wages paid to such employee more than six (6) months and less than thirty-seven (37) months prior to the remittance of such dues to the Union.

ARTICLE 8 - COMMUNICATIONS:

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

TO THE EMPLOYER: Executive Director of Employee Relations Services
Treasury Board
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

TO THE UNION: Executive Director and Designate
New Brunswick Union of Public and Private Employees
217 Brunswick Street
Fredericton, N.B.
E3B 1G8

8.02 *Union Notices*

Where operational requirements permit, the Employer shall continue to make space available on the existing bulletin boards on which the Union may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the Employer's representative in charge of the building in which the board is located.

8.03 The Employer shall notify the Union of change of status for employees within ten (10) working days of such change when employees are hired, laid off, reclassified, retired, or terminated for any reason.

ARTICLE 9 - NO DISCRIMINATION:

9.01 Subject to the provisions of the *Civil Service Act* and Regulations and the *Human Rights Act*, the Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, colour, national origin, language, sex, political or religious affiliation, age or marital status, nor by reason of his membership or activity in the Union.

ARTICLE 10 - STRIKES AND LOCKOUTS:

10.01 There shall be no strikes, walkouts, slowdowns, lockouts, or other similar interruptions of work as defined in 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 comprising of a maximum of four (4) representatives of the Union and employees combined and a maximum of four (4) representatives of the Employer.

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

11.06 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.

ARTICLE 12 - GRIEVANCE PROCESS:

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, he will be encouraged to discuss the matter with his 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 to be aggrieved by the interpretation or application in respect of him 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 his 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) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to his 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 he presented his grievance to his 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 his grievance in writing at the Second level of the grievance process either by personal service or by mailing by registered mail, to his 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 his 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 he presented his 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 his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which he 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 his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

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 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 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 14.08, 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 his 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 At the request of either party to this Agreement, it may be mutually agreed 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) days of the occurrence thereof. Should the matter not be settled, the matter may be referred pursuant to Section 92(1) 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 The provisions of the *Public Service Labour Relations Act* and Regulations governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

13.02 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.

13.03 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 thereof.

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 No employee who has completed his probationary period shall be disciplined by written reprimand, by suspension without pay, or by discharge except for just cause. Performance reviews shall not be considered as written reprimands.

14.03 An oral or written reprimand or suspension with pay may be administered by an employee's immediate supervisor. Suspension without pay or discharge may be administered by the Deputy Head, Acting Deputy Head, Chief Executive Officer, or Acting Chief Executive Officer of the employee's Department, Board, Commission, or Agency.

14.04 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.

14.05 A suspension without pay shall be for a specified period of time.

14.06 A suspension without pay or discharge shall be effective on the date the employee is given oral notice or notice in writing by personal service, or the postmarked date of the letter when notice is given by registered mail.

14.07 Failure of the Employer to provide such written reasons as required by clause 14.04 shall result in immediate reinstatement of the employee.

14.08 Where an employee alleges that he has been suspended or discharged in violation of clause 14.02, he may within twenty (20) days of the date of his 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, he shall lodge his grievance at the final level of the grievance procedure.

14.09 The employee shall, when grieving a disciplinary action, state the nature of each act or omission complained of and should include where relevant such reference to the statute, regulation, departmental order, collective agreement or arbitral award alleged to have been violated or misinterpreted as well as the nature of the alleged violation or misinterpretation.

14.10 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 14.02, then the employee shall be immediately reinstated in his former position without loss of

seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.

14.11 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.

14.12 All references to disciplinary action taken against the employee shall be removed after eighteen (18) months (not including inactive seasonal periods) from the date of the imposition of the discipline provided there has been no other incident of disciplinary action in the respect of the employee recorded in that period.

14.13 Where the employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 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.

ARTICLE 15 - SENIORITY:

15.01 An employee shall be considered to be on probation for a period of six (6) months immediately following the date on which the person reports to the Deputy Head for duty, provided that on the expiration of such period of six (6) months the Deputy Head may extend the probationary period for further periods of three (3) months, but the total probationary period shall not exceed twelve (12) months. An employee who has completed his probationary period shall have his seniority dated back to the date on which his continuous service began.

15.02 Where an employee is promoted or transferred out of the Bargaining Unit and is returned within a period of six months he shall return to his former classification and he shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

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

- (i) he is on approved leave of absence;
- (ii) he is absent from work while drawing sick pay or Workers' Compensation Benefits; or
- (iii) he has been discharged or suspended without pay, and reinstated.

(b) An employee shall be terminated and lose his seniority rights if:

- (i) he resigns;
- (ii) he is laid off in excess of twelve (12) months;
- (iii) he has been discharged for just cause and is not reinstated;
- (iv) he is absent without leave for five (5) consecutive days without notice to the Employer as soon as possible;
- (v) when recalled he fails to return to work within seven (7) calendar days after being notified by registered mail. It shall be the responsibility of the employee to keep the Employer informed of his present mailing address.

(c) An employee will retain previous seniority but will not accumulate additional seniority when on a continuous period of absence from work due to seasonal lay off, leave of absence without pay or suspension without pay, exceeding one-half (½) the number of working days in any month.

15.04 The unit of operation to which any preference based on seniority shall apply is the Bargaining Unit within each Department.

15.05 *Employees' Service Record List*

(a) The Employer shall prepare a list of employees and shall make this list available to the employees in the Bargaining Unit and the Union during January of each year.

(b) The list of employees shall include the classification, continuous service date, employee status, months of accumulated seniority, Region or District of employment and Department.

ARTICLE 16 - POSTING OF COMPETITIONS:

16.01 (a) Where a vacancy occurs or a new position is created in the bargaining unit, notice of competition shall be posted electronically for a minimum period of ten (10) working days. A copy of the notice of competition shall be forwarded to the Union.

(b) Notwithstanding Article 16.01 (a) above, vacant positions within the Forest Ranger II or III or Conservation Officer III levels of the applicable series may be filled by means of transfer.

16.02 The notice referred to in Article 16.01 shall contain the following information:

- (a) description of the position;
- (b) location of the position;
- (c) required qualifications;
- (d) the wage rate or range; and
- (e) general duties to identify specific function of position.

16.03 The Employer shall notify all the candidates of the results of the competition as soon as possible after the interviews.

16.04 Prior to an employee being seconded to a position, or an individual being seconded to a position inside the bargaining unit, the Employer, the Union and if applicable, the Union of the host bargaining unit, 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, overtime and other premiums, union dues, seniority and grievance/adjudication process.

ARTICLE 17 - LAYOFFS AND RECALL:

17.01 Where layoffs (except seasonal or term layoffs) occur in the Bargaining Unit, employees in the Bargaining Unit shall have the rights and protections provided under the *Civil Service Act* and Regulations.

17.02 In addition to the protections and rights under Article 17.01 above reverse seniority shall apply to layoffs, that is employees with less seniority (in the same classification or lower classification) shall be laid off before employees with greater seniority in that same classification or a higher classification, by Department and by classification, provided the employee with greater seniority is willing to move to the lower classification position and is qualified to perform the duties of the lower classified position.

17.03 Notwithstanding Article 17.02 hereof, where layoffs occur in the Bargaining Unit, casual, temporary and probationary employees shall be laid off first, in that order.

17.04 Where it is determined by the Employer to be in the best interest of efficient operation to cancel an established position or project that has been in existence for one year or for longer period prior to the effective date of this Agreement, the Employer will make every reasonable effort to give any regular employees affected:

- (a) a four (4) month prior notice of layoff; and
- (b) reassignment, where possible, within the same District, Region, Branch or Department.

(c) alternate employment where possible within the public service at a comparable level of responsibility and salary.

17.05 When employees are reassigned as a result of action under Article 17.04, the employees shall be reassigned in order of seniority within classifications by Department, provided these employees have the necessary qualifications to perform the duties of the position to which they are reassigned.

17.06 For a 12 month period, subject to the provisions of the *Civil Service Act*, laid off employees shall be recalled for available work in order of seniority.

17.07 Where a seasonal employee is to be placed on inactive status, the employee shall be given not less than twenty (20) working days notice of such placement.

17.08 Subject to the provisions of the *Civil Service Act* no new person shall be hired in the bargaining unit until laid off employees have been given the opportunity of recall.

ARTICLE 18 - TECHNOLOGICAL CHANGE:

Definition:

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

Introduction:

The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public.

Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

Notice:

The Employer will give the Union written notice of technological change at least four (4) months prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

Training:

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.

Where training is not practicable or where after a reasonable period of training the employee(s) is/are unable to acquire sufficient competence the affected employee(s) shall be laid off as per the provisions of Article 17.

ARTICLE 19 - HOURS OF WORK:

19.01 The normal workweek shall not exceed forty (40) hours, exclusive of lunch periods, performed on a five-day basis which may be averaged over a two-week period provided all work shifts are of eight (8) continuous hours (exclusive of lunch periods) or more duration.

19.02 The normal hours of work for employees not provided with a specific work schedule shall be 8:00 a.m. to 5:00 p.m. with one hour off for lunch, Monday to Friday. Subject to operational requirements, an employee not

provided with a specific work schedule shall have the option to take only one half (1/2) hour off for lunch and end his shift one half (1/2) hour in advance of the normal shift end time.

19.03 Where the Employer requires an employee to work hours other than 8:00 a.m. to 5:00 p.m., Monday to Friday, the Employer shall provide the employee with a fourteen-day hours of work schedule three calendar days in advance of the first working day of such schedule, and the first eighty (80) hours of work set out in the employee's schedule shall be his normal hours of work for the period of time covered by the schedule.

19.04 Where the hours of work are scheduled in advance, the employee will be expected to work the hours scheduled, and the schedule will not be subject to change by the Employer once the schedule has been posted or delivered to the employee except in cases where the function of an absent employee must be performed or where an emergency exists. Where a schedule is changed, only a complete shift or shifts may be changed.

19.05 An employee shall be compensated for overtime services in accordance with the Overtime Article of this Agreement.

19.06 In addition to lunch periods, each employee shall be permitted two (2) ten-minute rest periods each day he is at work.

19.07 That period of time that an employee is required to remain on standby at his regular place of duty shall be counted as part of his regular hours of work.

19.08 This Article is a basis for computing overtime and shall not be construed as a guarantee of hours of work per week.

19.09 Notwithstanding the above hours of work the parties may mutually agree to schedule 10 hour shifts at straight time to a maximum of eighty (80) hours per two -week period.

ARTICLE 20 - OVERTIME:

20.01 All hours worked in excess of the normal hours as defined in Article 19.01 or 19.03 (Hours of Work) shall be considered overtime.

20.02 Where operational requirements permit overtime must be authorized in advance by the employee's immediate supervisor prior to the overtime being worked.

20.03 In the event that overtime work is required, such overtime shall be offered, subject to considerations of operational efficiency, as equitably as possible among employees who normally perform the work.

20.04 Overtime shall be compensated by payment of one and one-half (1 ½) times the employee's regular rate or by one and one half (1 ½) times off at the discretion of the employee.

20.05 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 21 - PREMIUM PAY:

21.01 An employee shall be entitled to a shift differential of fifty (\$0.50) cents per hour for all hours worked on a shift where at least half of the hours worked on a shift fall between 4:00 p.m. of one day and 8:00 a.m. of the following day. Shift premiums shall not be paid for time worked at the overtime rate.

21.02 An employee shall be entitled to a weekend premium one dollar and fifty cents (\$1.50) per hour for all hours worked on Saturday or Sunday for which the shift differential as defined in Article 21.01 does not apply. Weekend premiums shall not be paid for time worked at the overtime rate.

21.03 Any employee called back to work after normal working hours shall receive a minimum of three (3) hours at the overtime rate.

21.04 Except in emergencies an employee who works on extended shift shall not be required to commence work within the employee's next regular shift until there has been a break of eight (8) hours from the end of the employee's extended period of work.

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES:

22.01 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.

22.02 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.

22.03 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:

- i) up to two (2) increments, not to exceed the control point maximum, for Forest Rangers and Conservation Officers; and
- ii) up to five (5) pay increments in the pay scale, not to exceed the control point maximum for all other classifications.

(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:

- i) one (1) increment is granted for Forest Rangers and Conservation Officers; and
- ii) two (2) increments is granted for all other classifications.

Such notices 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:

- i) one (1) increment for Forest Rangers and Conservation Officers; and
- ii) two (2) increments for all other classifications,

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.

(h) For flexible classifications (Forest Ranger II-III and Agricultural Technician II-III), article 22.03 will apply after the employee has progressed through the steps under the "Guidelines for Progression".

22.04 *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:

- i. two (2) increments, not to exceed the control point maximum of the new pay range for Forest Rangers and Conservation Officers; and
- ii. four (4) pay increments not to exceed the control point maximum of the new pay range for all other classifications.

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

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

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

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

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

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

22.05 *Acting Pay*

(a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of five (5) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment.

(b) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of:

- i. two (2) pay increments above the acting employee's regular rate of pay, whichever is greater for Forest Rangers and Conservation Officers, or
- ii. the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater for all other classifications.

An employee cannot be paid above the control point maximum for the position in which the employee acts.

(c) 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.

22.06 *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 are not included in base pay, and do not constitute pensionable earnings.

(c) 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.

(d) 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:

- i. two (2) pay increments for Forest Rangers and Conservation Officers or
- ii. four (4) pay increments for all other classifications.

22.07 *Portability*

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

(a) an employee is entitled to transfer unused sick leave credits to a maximum of 240 days credits;

(b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option;

(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 his accumulated pension credits to any other pension plan that is applicable upon his becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 23 - STATUTORY HOLIDAYS:

23.01 Subject to subsection 23.02 the holidays for employees shall be:

- (a) New Year's Day;
- (b) Family Day

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

23.02 (a) An employee required to work on any of the above mentioned holidays, other than Christmas and Boxing Day, shall be paid for the time so worked at the applicable overtime rate in addition to that day's pay.

(b) Any employee required to work on Christmas and/or Boxing Day shall be paid for the time so worked at double time the employees regular hourly rate for the time so worked in addition to that day's pay.

(c) Where an employee is normally scheduled to work on December 24, he shall receive his last four (4) working hours off with pay; however, if December 24 is a Monday, he shall receive the whole day off with pay. Where an employee is required to work the hours off provided by this section for December 24, such employee shall be paid for these hours in accordance with Article 20 (overtime).

23.03 (a) Subject to Subsection (b), where a holiday falls on a day that is a day of rest for an employee, that employee is entitled to leave of absence with pay on the employee's first working day immediately following the holiday.

(b) Where the employee is required to perform the duties of his position on his first working day immediately following the holiday in 23.03(a) the employee shall be paid for hours worked in accordance with Article 20 (overtime) in addition to receiving his regular rate of pay for the day.

23.04 In order to receive holiday pay, an employee must have worked the scheduled workday before and the scheduled workday after the holiday, unless the employee was on authorized leave with pay. Articles 23.01 and 23.02 shall not apply to an employee during any period the employee is on authorized leave without pay in excess of five (5) working days, is absent without leave, or is under suspension.

ARTICLE 24 - VACATIONS:

24.01 Subject to Article 24.06, each employee shall earn vacation credits for each calendar month for which he receives pay for at least ten (10) working days.

24.02 Subject to Article 24.03 vacations shall not be cumulative from year to year.

24.03 Where operational requirements permit, vacation entitlement may be carried over to a subsequent year. An employee who wishes to carry vacation entitlement forward shall make a request in writing prior to the first day of October of the year in which the employee ordinarily would take the vacation sought, to be carried forward.

24.04 *Vacation leave credit:*

- (i) for employees with eight (8) or less consecutive years of employment shall be one and one-quarter (1 1/4) days per calendar month.
- (ii) for employees with more than eight (8) years consecutive service shall be one and two thirds (1 2/3) days per calendar month.

- (iii) for employees with more than twenty (20) years consecutive service shall be two and one twelfth (2 1/12) days per calendar month.

24.05 An employee whose employment is terminated for any reason shall be paid with his final pay at his daily rate, for any unused vacation credits which have accrued to his benefit in accordance with this Article.

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

- (a) for days on which the employee is on vacation.
- (b) for days on which the employee is on leave of absence with pay pursuant to the terms of this agreement.
- (c) for days on which the employee is on leave without pay for Union business.
- (d) for days on which the employee is on sick leave pursuant to the terms of this agreement.
- (e) for a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits.

24.07 Vacations shall be taken at a time authorized by the Employer and where operational requirements permit at the time requested by the employee. Where appropriate and operational requirements permit preference in vacation schedules shall be given to those employees with greater seniority.

24.08 Every employee upon ceasing to be an employee shall compensate the Employer for vacation that was taken but to which he was not entitled.

24.09 Where an employee is laid off, he shall take his accumulated vacation credits at time of layoff. Vacation credits do not accumulate during periods of layoff. On termination of layoff such employees commence to gain credits in accordance with clause 24.01.

24.10 Seasonal employees shall earn pro-rated vacation credits on the basis of time actually worked; however, seasonal employees shall not be subject to clause 24.09.

24.11 An employee who becomes hospitalized while on vacation or becomes ill for a period in excess of three (3) days may use sick leave credits rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer must be notified at the time of illness.

24.12 If one of the holidays referred to in Article 23 falls on or is observed during an employee's vacation, he shall be granted an additional day vacation.

24.13 Where an employee has not used up his vacation in one year due to prolonged illness, he will be entitled to whatever vacation credits may have been earned and not taken in the previous years.

ARTICLE 25 - SICK LEAVE:

25.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1 ¼) days per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty (240) days.

25.02 An employee appointed on the first working day of the month shall be eligible to accumulate sick leave credits from that date.

25.03 An employee appointed on any day other than the first working day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

25.04 Where a continuous period of absence from work on leave of absence without pay, seasonal layoff or suspension without pay not in violation of Article 14.01, exceeds one-half 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 prior to such leave, seasonal layoff or suspension without pay.

25.05 An employee who is absent from work on account of sickness or accident who wishes to use his sick leave credit for such absence must notify his immediate supervisor as soon as possible.

25.06 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 shall be deducted in one-quarter ($\frac{1}{4}$) day increments. Absence on sick leave for less than one-quarter ($\frac{1}{4}$) day may be deducted as one-quarter ($\frac{1}{4}$) day; absence for more than one-quarter ($\frac{1}{4}$) day but less than one-half ($\frac{1}{2}$) day may be deducted as one-half ($\frac{1}{2}$) day; absence of more than one-half ($\frac{1}{2}$) day but less than three-quarter ($\frac{3}{4}$) day may be deducted as three-quarter ($\frac{3}{4}$) day; absence of more than three-quarter ($\frac{3}{4}$) day but less than one (1) full day may be deducted as one (1) full day.

25.07 After three (3) working days lost time due to sickness, a Doctor's certificate shall be submitted by the employee when requested by the Employer or time lost will be deducted from the employee's wages. An employee may be required to produce a Doctor's certificate for less than three (3) days absence 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.

25.08 Sick leave with pay for a period exceeding the number of sick leave credits accumulated by the employee may be granted:

(a) by the Deputy Head for a period up to fifteen (15) working days upon such proof of illness as he considers necessary; and

(b) by the Board of Management for a period in excess of fifteen (15) working days upon the recommendation of the Deputy Head and application supported by a certificate acceptable to the Board of Management signed by a duly qualified medical practitioner.

25.09 Advanced sick leave as described in Article 25.08 will be deducted from future credits subsequently earned by the employee. Where the employment of an employee who has been granted advanced sick leave in accordance with clause 25.08 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.

ARTICLE 26 - MATERNITY LEAVE:

26.01 Every employee who becomes pregnant shall, not later than the fifth month of her pregnancy:

(a) request maternity leave without pay to commence on a date that is within the three (3) month period immediately preceding the expected date of the termination of her pregnancy; or

(b) give notice of resignation to be effective within the three (3) month period immediately preceding the expected date of the termination of her pregnancy.

26.02 An employee requesting maternity leave shall submit, with the application for leave, a statement from her physician indicating that employment to the date specified in the application will not be injurious to her health providing unforeseen complications do not arise.

26.03 Where an employee submits to the Deputy Head or Chief Executive Officer a certificate from a qualified medical practitioner stating that her health so requires, the Deputy Head or Chief Executive Officer shall grant maternity leave to the employee to commence earlier than three (3) months before the expected termination of her pregnancy.

26.04 The Employer may, where no alternative work is available, before or after commencement of the period referred to in Article 26.01 (a), require the employee to commence maternity leave at the time when the duties of her position cannot reasonably be performed by a pregnant woman or the performance of the work of the employee is materially affected by the pregnancy.

26.05 The total period of maternity leave shall not exceed seventeen (17) weeks, counting the maternity leave taken before and after the date of termination of the pregnancy. Maternity leave will continue after the termination of the pregnancy up to that point where the maternity leave taken before and after the termination of the pregnancy totals seventeen (17) weeks, unless sooner terminated by the employee's resignation or return to work. Where time off granted under 26.04 falls outside of the three month period prior to the termination of the pregnancy it shall not be considered part of the seventeen (17) weeks maternity leave.

26.06 When an employee on maternity leave wishes to return to work, she shall give the Deputy Head or Chief Executive Officer notice of the fact at least ten (10) working days prior to the date that she will be ready to return to work, and shall submit the written approval of a qualified medical practitioner.

26.07 An employee returning to work on or before the last day of the maximum period of leave provided for under Article 26.05, shall retain her position on the Plan of Organization in the same Department, Board, Commission, or Agency, in the same geographical location that she held prior to and during the period of her temporary absence unless she accepts appointment to another position of equal or higher classification that is vacant when she is ready to return to work.

26.08 An employee who returns to work in accordance with Article 26.07 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.

26.09 Subject to Article 26.10 an employee on maternity leave who does not return to work within the period of time referred to in Article 26.05 will be considered to have resigned her position on the last day of the time allotted.

26.10 The Employer may extend the leave period following termination of the pregnancy referred to in Article 26.05.

26.11 During the period of up to seventeen (17) weeks only specified in 26.05 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.

26.12 An employee granted extended maternity leave pursuant to Clause 26.10 hereof may, where permissible under relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

26.13 An employee on Maternity leave shall continue to accrue entitlements for 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.

26.14 When an employee on maternity leave wishes to return to work earlier than provided for under 26.05, 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.

26.15 An employee who resigns her position in accordance with Article 26.01, or 26.09 for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part I service within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

26.16 In respect of the period of maternity leave, a maternity leave allowance payment made according to the supplementary unemployment benefit plan, where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, will consist of an allowance of seventy-five (75%) of the regular rate of pay for the waiting period less any other monies earned during this period.

26.17 Should the employee not return to work following her maternity leave the employee shall compensate the Employer for such maternity allowance payment made pursuant to 26.16.

26.18 Prior to the commencement of maternity leave, sick leave will be granted to an employee for sickness arising from complications associated with her pregnancy, excluding normal delivery.

26.19 After completion of one (1) year continuous employment, an employee 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 unemployment 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.

26.20 (a) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal 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 received during this period.

(b) "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.

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

26.22 An applicant under clause 26.19 and 26.20 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.

26.23 *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 sixty-two (62).

(b) The sixty-two (62) week child care leave period referred to in 26.23(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 seventy-eight (78) 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 four (4) 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 four (4) 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 sixty-two (62) week child care leave may be taken by one parent, or shared by the two parents, provided the combined leave period does not exceed sixty-two (62) 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 sixty-two (62) weeks only specified in clause 26.23(a) thereto:

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

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 26.23(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.

26.24 Subject to Clause 26.23(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.

26.25 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.

26.26 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.

26.27 Subject to Article 26.23, 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 27 - BEREAVEMENT LEAVE:

27.01 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's mother, father or person acting in loco parentis, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, or relatives living in the household of the employee, without loss of pay up to a maximum of five consecutive working days, one of which must be the date of the funeral or memorial service.

27.02 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's brother-in-law, sister-in-law, son-in-law, daughter-in-law, or spouse's grandparents without loss of pay up to a maximum of three consecutive working days, one of which must be the date of the funeral or memorial service.

27.03 An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece or nephew, without loss of pay, for a maximum of two (2) calendar days, one of which must be the date of the funeral.

27.04 An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral.

27.05 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.

27.06 One-half (½) day leave at regular rate 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.

ARTICLE 28 - COURT LEAVE:

28.01 A Deputy Head shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension or when the court or similar proceedings have been initiated by himself or with respect to attending court or proceedings not associated with his employment and to which he is made a party, 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.

28.02 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.

28.03 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 his 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 29 - EDUCATIONAL LEAVE:

29.01 The Educational Leave provisions as set out in Schedule "B" in this Agreement shall apply to employees in the Bargaining Unit.

ARTICLE 30 - LEAVE FOR UNION BUSINESS:

30.01 (a) *Time off for Stewards*

A steward 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 region and leave without pay when the meeting is held outside his region;
- (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 region and leave without pay when the meeting is held outside his region.

(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 the Union wishes to discuss the grievance with that employee, the employee and the representative of the Union will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his region and leave without pay when it takes place outside his region.

30.02 *Contract Negotiations*

Employees who are representatives on the Union's bargaining committee will be granted leave without pay for the purpose of attending contract negotiations meetings except in cases of extenuating circumstances.

30.03 *Meetings between the Union 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.

30.04 *Leave Without Pay*

Where operational requirements permit, the Employer will grant leave without pay to:

- (a) a reasonable number of employees to attend preparatory contract negotiations meetings;
- (b) elected or appointed representatives of the Union to attend executive meetings, annual general meetings and conventions of the Union and bodies to which the Union is affiliated;
- (c) elected or appointed representatives attending training or educational courses related to duties or responsibilities of the Union;
- (d) elected or appointed representatives of the Union to attend on occasion from time to time Union business which requires them to leave their general work area.

30.05 When leave without pay under Article 30 is granted, the employee's leave shall be given with pay and the Union will reimburse the Employer for an amount equal to the salary and benefits for such employees, including the Employer's share of such benefits. Employees will continue to accumulate seniority and other benefits while on such leave without pay for Union business and such leaves will not be subject to the provisions of Article 15.03(c). This is not intended to cover situations of lengthy continuous absences or situations covered by 30.06.

30.06 *Union Employment*

An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one year. Such leave shall be applied for to the Employer each subsequent year.

ARTICLE 31 - OTHER LEAVES OF ABSENCE:

31.01 *Conference Assignment*

(a) 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.

(b) An employee on conference assignment shall have "on duty" status.

31.02 *Miscellaneous Leave*

Employees may request other leaves of absence with or without pay. The Employer may at its discretion and upon such terms as it deems advisable, grant leaves of absence with or without pay.

31.03 *Emergency Leave*

(a) Subject to Article 31.03 (b) emergency leave with pay may be granted to an employee by the Deputy Head for a period not exceeding five (5) working days.

(b) Emergency Leave may be granted:

- (i) where there is a serious illness in the employee's immediate family;
- (ii) where circumstances not directly attributable to the employee prevent his reporting for duty;
or
- (iii) under such other circumstances as the Deputy Head may approve.

(c) Immediate family shall include: spouse, parents, children, brothers, sisters, and relatives living in the immediate household.

31.04 *Examination Leave*

If the Employer requires the 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 his job in order to write the examination or attend a competition, the employee shall not suffer any loss of pay or break in service for the time absent from the job to write the examination or attend the competition.

31.05 *Dental and Medical Leave*

(a) The Employer may at his discretion, and upon such terms as he deems advisable, grant leaves of absence with pay to an employee up to one day for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

(b) The Parties to this Agreement hereby declare that it is their intention that where leave is granted pursuant to Article 31.05 leave may include the purpose of transportation of members of the employee's immediate family to a doctor or dentist outside his place of residence where the professional services required are not available from a doctor or dentist at the employee's place of residence. For the purpose of 31.05, immediate family shall include: spouse, parents, children, and relatives living in the immediate household.

ARTICLE 32 - SAFETY AND HEALTH:

32.01 Where the Employer requires an employee to wear safety wearing apparel or equipment, the Employer shall supply at the Employer's expense the required wearing apparel or equipment to the employee.

32.02 Where the Employer requires an employee to operate a snow vehicle in order to carry out his work function, snowmobile helmets, goggles and suits will be made available, and the wearing of helmets and goggles shall be compulsory.

However, such apparel and equipment must be returned to the Employer's place of storage at the end of each workday and cannot be taken home with the employee.

In the case of a work assignment in excess of one (1) day the employee may receive permission from his supervisor to retain such apparel and equipment overnight.

32.03 The Employer shall extend Life Insurance benefits covering employees to include any functions being performed by the employees for the Employer while the employee is on duty.

ARTICLE 33 - EMPLOYEE BENEFITS PROGRAMS:

33.01 Health and Dental Benefits

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the Province of New Brunswick Employee 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 premium of the Plan when so authorized by the employee.

(b) The Employer shall pay fifty percent (50%) of the cost of a basic Province of New Brunswick Employee 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 Province of New Brunswick Employee Health and Dental Plans resulting in higher premiums being levied by the Plan, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present 50-50 cost sharing basis of the Plan.

33.02 Injured on Duty

(a) An employee receiving Compensation Benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between his regular pay and the Benefit that is paid by the Workplace Health Safety and Compensation Commission during his period of total temporary disability. For the purpose of this clause, where the Workplace Health Safety and Compensation Commission benefits are reduced by the amount of any Canada Pension Plan payment, such Canada Pension Plan payment shall be deemed to form part of the Workplace Health Safety and Compensation Commission benefits.

(b) 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.

33.03 Group Life

All employees shall be required to continue contributions to and have deductions made for the Employer's Group Life Insurance Plan.

33.04 Retirement

Employees shall retire at age sixty-five (65), except that the Employer, at his discretion, may permit an employee to remain employed for a further period.

33.05 *Retirement Allowance*

(a) Subject to the limitations in 33.05(c)(d) and 33.06 below, when an employee with a continuous service date falling before April 15, 2018 and continuous service of five years or more, retires due to disability, death, or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(b) An employee who "retires" is one who is eligible to receive an immediate pension and retires in accordance with the provisions of the New Brunswick Public Service Pension Plan.

(c) Where an employee with a continuous service date falling before April 15, 2018 retires due to disability, death, or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be.

(d) The retirement allowance will be discontinued effective April 15, 2018 as follows:

- (i) Employees with a continuous service date falling on or after April 15, 2018 are not eligible for a retirement allowance.
- (ii) Employees with a continuous service date falling before April 15, 2018 shall retain the full years of continuous service accumulated up to April 15, 2018 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond April 15, 2018 for the purpose of calculating the retirement allowance.

33.06 An employee who selected and received an immediate lump sum payment of their retirement allowance in accordance with Article 33.06 (a)(i) of the previous collective agreement that expired April 15, 2018 will not be eligible for any further retirement allowance payment at their retirement

33.07 *Lay-Off Allowance*

(a) When an employee having continuous service of five years or more is laid off, the Employer shall pay such an employee a lay-off 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. Such allowance for seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

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

33.08 The Employer will administer the LTD Plan, which is fully funded by the employees.

33.09 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% maximum.

ARTICLE 34 - TRAVEL POLICIES:

34.01 The parties agree that all employees in this unit have a fixed and precise location at which they are assigned to work, with such location being the Departmental office to which the employee normally reports or his place of residence where so designated in writing by the Deputy Minister, and therefore come within the scope of the first sentence of Definition of Terms: Place of Work of the Travel Directive AD 2801 as revised from time to time.

34.02 Except as otherwise stipulated in this Agreement, the existing Travel Policies or as amended from time to time shall continue in force in so far as they apply to employees in the Bargaining Unit.

34.03 Forest Rangers and Conservation Officers will receive an additional two cents (2¢) per kilometer above the rate of reimbursement as set forth in the New Brunswick Travel Policies as amended from time to time.

34.04 Compensation for meals purchased within an employee's assigned region will be subject to the ratification of the Director or other delegated supervisor in charge.

ARTICLE 35 - COPIES OF THE AGREEMENT:

(a) The Agreement shall be posted electronically in both Official Languages on the Government of New Brunswick Internet site.

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

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

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

ARTICLE 36 – CLASSIFICATIONS:

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

The Employer and the Union recognize the desirability of the prompt resolution of problems arising out of the classification assigned by the Employer to an employee's position and agree that those classification appeals which qualify shall be processed and resolved in accordance with Administrative Manual AD-2301 as amended from time to time.

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

Within thirty (30) days of notification of such new wage rate, the Union shall either accept the rate established by the Employer or indicate its desire to negotiate a new rate. Should the Union fail to indicate its intention within the thirty (30) day limit, the rate established by the Employer will remain in effect for the term of this agreement. Should the Union request negotiations of a wage rate and fail to reach agreement, the parties shall submit such wage rate to binding arbitration in accordance with Article 36.03.

The new wage rate shall become retroactive to the time the position was filled by an employee and all other conditions and terms of this agreement shall apply during this retroactive period and thereafter during the life of this agreement.

36.03 In the event that the Employer and the Union are unable to agree on the pay rate for such classification, (per Article 36.02 above) the dispute shall be submitted to binding arbitration by either Party. Within five (5) days of notice to the other Party of such an intent the Parties shall name side members to the Arbitration Board who shall in turn within ten (10) days of that five (5) day period name a Chairman. If the side members are unable to agree upon a Chairman then the Chairman of the Labour and Employment Board shall be asked to appoint a Chairman.

ARTICLE 37 - DURATION AND TERMINATION:

37.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect beginning April 16, 2018, and ending April 15, 2023, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation 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 any renewal thereof.

37.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as Agreement has been reached in respect of a renewal, amendment or substitution thereof, pursuant to the provisions of the *Public Service Labour Relations Act*.

37.03 All monetary benefits other than wages shall take effect from date of signing of the Agreement unless otherwise specifically agreed elsewhere in the Agreement.

37.04 Retroactivity

(a) All wage changes in the New Agreement shall be adjusted retroactively and shall be paid at straight time for all hours worked.

(b) All employees who have left the service of the Employer since January 16, 2013 and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, former employees shall make claim by notice in writing to the individual department in which they were employed within forty-five (45) calendar days from the signing of this Agreement.

(c) No payment will be made to former employees who do not apply in writing within the forty-five (45) calendar days specified in (b) above.

(d) Persons not eligible for retroactive payment are:

- (i) those who left their employment before completing their probationary period;
- (ii) those who have been discharged for matters of discipline;
- (iii) those who have left their employment without giving proper notice as defined in this agreement; or
- (iv) those whose current rate of pay is above the maximum of their present classification, but only for the period that the rate of pay of their present classification is below their current rate of pay.

ARTICLE 38 - WAGE SETTLEMENT NOTATION

38.01 The parties agree that the wage adjustments provided for in this agreement resolve all outstanding wage equity issues.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

SCHEDULE A

RESOURCE SERVICES																							
EFFECTIVE: APRIL 16, 2018																							
BIWEEKLY RATES - 2.0%																							
																							Disc Max
Classification	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Agricultural Technician I/Parks Officer I	1441	1459	1476	1494	1512	1530	1549	1564	1584	1602	1627	1648	1670	1686	1710	1728	1748	1769	1789	1811	1835	1857	1883
Agricultural Technician II/Parks Officer II	1654	1674	1690	1715	1733	1753	1773	1796	1820	1845	1865	1892	1909	1932	1955	1976	1997	2024	2048	2078	2103	2131	2156
Parks Officer III	1832	1854	1881	1900	1922	1943	1968	1985	2012	2037	2064	2092	2120	2143	2165	2192	2220	2245	2273	2302	2329	2358	2384
Air Tanker Operations Ranger/Staff Ranger	2015	2038	2066	2093	2122	2144	2168	2197	2222	2248	2276	2307	2334	2361	2388	2415	2444	2477	2506	2535	2565	2598	2628
Forest Ranger II	1441	1459	1476	1494	1512	1530	1549	1564	1584	1602	1627	1648	1670	1686	1710	1728	1748	1769	1789	1811	1835	1857	1883
Forest Ranger III/Conservation Officer III	1654	1674	1690	1715	1733	1753	1773	1796	1820	1845	1865	1892	1909	1932	1955	1976	1997	2024	2048	2078	2103	2131	2156
Forest Ranger IV/Conservation Officer IV	1832	1854	1881	1900	1922	1943	1968	1985	2012	2037	2064	2092	2120	2143	2165	2192	2220	2245	2273	2302	2329	2358	2384
Forest Ranger V/Conservation Officer V	2015	2038	2066	2093	2122	2144	2168	2197	2222	2248	2276	2307	2334	2361	2388	2415	2444	2477	2506	2535	2565	2598	2628

RESOURCE SERVICES																							
EFFECTIVE: APRIL 16, 2019																							
BIWEEKLY RATES - 2.0%																							
																							Disc Max
Classification	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
Agricultural Technician I/Parks Officer I	1470	1488	1506	1524	1542	1561	1580	1595	1616	1634	1660	1681	1703	1720	1744	1763	1783	1804	1825	1847	1872	1894	1921
Agricultural Technician II/Parks Officer II	1687	1707	1724	1749	1768	1788	1808	1832	1856	1882	1902	1930	1947	1971	1994	2016	2037	2064	2089	2120	2145	2174	2199
Parks Officer III	1869	1891	1919	1938	1960	1982	2007	2025	2052	2078	2105	2134	2162	2186	2208	2236	2264	2290	2318	2348	2376	2405	2432
Air Tanker Operations Ranger/Staff Ranger	2055	2079	2107	2135	2164	2187	2211	2241	2266	2293	2322	2353	2381	2408	2436	2463	2493	2527	2556	2586	2616	2650	2681
Forest Ranger II	1470	1488	1506	1524	1542	1561	1580	1595	1616	1634	1660	1681	1703	1720	1744	1763	1783	1804	1825	1847	1872	1894	1921
Forest Ranger III/Conservation Officer III	1687	1707	1724	1749	1768	1788	1808	1832	1856	1882	1902	1930	1947	1971	1994	2016	2037	2064	2089	2120	2145	2174	2199
Forest Ranger IV/Conservation Officer IV	1869	1891	1919	1938	1960	1982	2007	2025	2052	2078	2105	2134	2162	2186	2208	2236	2264	2290	2318	2348	2376	2405	2432
Forest Ranger V/Conservation Officer V	2055	2079	2107	2135	2164	2187	2211	2241	2266	2293	2322	2353	2381	2408	2436	2463	2493	2527	2556	2586	2616	2650	2681

RESOURCE SERVICES												
EFFECTIVE: July 1, 2019 - Job Study Adjustment												
BIWEEKLY RATES												
Classification	1	2	3	4	5	6	7	8	9	10 CPM	11	12
Forest Ranger II	1798	1843	1889	1937	1985	2035	2086	2138	2191	2246	2302	2360
Forest Ranger III/Conservation Officer III	1915	1963	2007	2063	2114	2167	2222	2277	2333	2392	2452	2513
Forest Ranger IV/Conservation Officer IV	2039	2091	2143	2197	2251	2308	2366	2425	2485	2547	2611	2676
Forest Ranger V/Conservation Officer V	2172	2227	2282	2340	2397	2456	2519	2583	2648	2713	2781	2850

RESOURCE SERVICES																								
EFFECTIVE: APRIL 16, 2020																								
BIWEEKLY RATES - 2.0%																								
Classification	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19 CPM	20	21	22	23	Disc Max
Agricultural Technician I/Parks Officer I	1499	1518	1536	1554	1573	1592	1612	1627	1648	1667	1693	1715	1737	1754	1779	1798	1819	1840	1862	1884	1909	1932	1959	
Agricultural Technician II/Parks Officer II	1721	1741	1758	1784	1803	1824	1844	1869	1893	1920	1940	1969	1986	2010	2034	2056	2078	2105	2131	2162	2188	2217	2243	
Parks Officer III	1906	1929	1957	1977	1999	2022	2047	2066	2093	2120	2147	2177	2205	2230	2252	2281	2309	2336	2364	2395	2424	2453	2481	
Air Tanker Operations Ranger/Staff Ranger	2096	2121	2149	2178	2207	2231	2255	2286	2311	2339	2368	2400	2429	2456	2485	2512	2543	2578	2607	2638	2668	2703	2735	
Classification	1	2	3	4	5	6	7	8	9	10 CPM	11	12												
Forest Ranger II	1834	1880	1927	1976	2025	2076	2128	2181	2235	2291	2348	2407												
Forest Ranger III/Conservation Officer III	1953	2002	2047	2104	2156	2210	2266	2323	2380	2440	2501	2563												
Forest Ranger IV/Conservation Officer IV	2080	2133	2186	2241	2296	2354	2413	2474	2535	2598	2663	2730												
Forest Ranger V/Conservation Officer V	2215	2272	2328	2387	2445	2505	2569	2635	2701	2767	2837	2907												

SCHEDULE B

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 traveling expenses in accordance with the Travel Regulations.

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

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

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

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

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

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

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 development 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 directly 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%

Guidelines for Progression

Guidelines for progression through the pay range for flexible classifications (i.e. Forest Ranger II-III and Agricultural Technician I-II only) based on performance (effective on the employee's anniversary date):

New Graduate – Forest Ranger II, step 1 or Agricultural Technician I, Step 1

After 1 year – Forest Ranger II may receive up to two steps
Agricultural Technician I may receive up to four steps

After 2 years – Forest Ranger II may receive up to two steps
Agricultural Technician I may receive up to four steps

After 3 years – Forest Ranger II may receive up to two steps
Agricultural Technician I may receive up to four steps

After 4 years - Forest Ranger II may receive a promotional increase to Forest Ranger III equal to two steps and Agricultural Technician I may receive a promotional increase to Agricultural Technician II equal to four steps after which the merit increase shall be in accordance with article 22.03 of the collective agreement.

LETTER OF AGREEMENT - RE: TRAVEL REGULATIONS

The parties have agreed to set forth the following clarifications to assist those concerned with interpreting the provisions of Article 34 Travel Regulations.

The intent of the parties is that -

Where employees have prior notice of assigned duties more than sixteen (16) kilometers from their normal place of work at a location where meals are not available from commercial establishments, they are expected to bring a lunch from home.

Employees shall in no event be entitled to claim for these "brown bag" meals, or meals prepared at/or brought from home. However, where it is necessary for an employee to purchase a meal or the components thereof from a commercial establishment immediately before or during a work shift as a result of a work assignment of which he had no prior notice, at a location more than sixteen (16) kilometers from the employee's normal place of work, the Employer shall, notwithstanding Clause 34.04, reimburse the employees for the same in accordance with the Travel Directive. Further, the same would apply within the sixteen (16) kilometer limit, where a work assignment of which he had no prior notice would prevent the employee who had not brought his lunch from home, from leaving his place of work during the lunch hour.

NOTE: Normal place of work is understood to mean the employee's fixed and precise location at which they are assigned to work as defined in Article 34.01.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT - RE: VACATION CREDIT ACCUMULATION

Effective January 1, 1991, each employee shall establish a bank of vacation credits equal to the employee's vacation credit entitlement for the calendar year 1990. Vacation credits may be taken by the employee, from this vacation credit bank as operational requirements permit or retained in whole or in part for liquidation on separation from employment.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT - ENFORCEMENT PREMIUM

RE: Conservation Officers who are assigned and perform enforcement duties.

The Employer agrees to pay a flat rate of eighty dollars (80.00) bi-weekly to those employees (Conservation Officers) who perform enforcement duties. This additional compensation will be paid on a bi-weekly basis while enforcement duties are performed.

Starting on the date of signing of the current collective agreement the flat rate of eighty dollars (80.00) bi-weekly will be increased by the same percentage and at the same time as the general economic increase (GEI) applicable to the wages in schedule A.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT - SEASONAL EMPLOYEES

RE: The Placing and Recalling of Seasonal Employees from Inactive Status

Notwithstanding Articles 17.02, the parties agree to the following procedure.

Seasonal employees will be required to file a form with the Human Resources Branch by July 1 of a given year, indicating the specific districts or branches where they choose to exercise their right of layoff and recall, for either short term (4 weeks or less) or long term (greater than 4 weeks) opportunities. Seasonal employees, who have the necessary qualifications, will be extended or recalled for available work in the order of continuous service date, starting with earliest date.

The content of these forms will be effective from July 1 to June 30 of the following year, unless an employee submits a written request for revision to the Human Resources Branch.

Failure to accept an opportunity consistent with a stated preference, unless for a valid reason, will result in an employee not being offered any further opportunities outside of his assigned district for the remainder of the twelve (12) month period ending June 30th.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT – TEN (10) HOUR SHIFTS

RE: Article 19.09 Hours of Work - Ten (10) Hour Shifts

Pursuant to article 19.09 the parties agree to provide for the scheduling of ten (10) hour shifts.

Any fourteen (14) day schedule shall consist entirely of either eight (8)-ten (10) hour shifts or ten (10)-eight (8) hour shifts. There shall be no combination of eight (8) hour and ten (10) hour shifts during a fourteen (14) day schedule.

The parties agree that employees shall only be scheduled for ten (10) hour shifts on a voluntary basis.

Employees who volunteer to work ten (10) hour shifts shall be committed to work the fourteen (14) day schedule of ten (10) hour shifts but shall have the right to opt out five (5) calendar days in advance of the first working day of the fourteen (14) day schedule and shall subsequently be scheduled for eight (8) hour shifts until the end of the fourteen (14) day schedule.

The Parties agree that the current language of the collective agreement applies for employees working on a schedule of ten (10) hour shifts except for the following:

ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES

22.05 (a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of forty (40) or more consecutive hours the employee shall be eligible for acting pay during the period of temporary assignment.

ARTICLE 23 – STATUTORY HOLIDAYS

Holidays shall continue to be eight (8) paid hours whether they fall on an eight (8) hour or ten (10) hour schedule. Employees must use .25 of vacation credits or two (2) hours of previously earned time off in order to be paid for the ten (10) hours.

Employees who work on a holiday shall be paid for the time so worked at the applicable overtime rate as per article 23.02 in addition to eight (8) hours pay for the holiday.

23.03 (a) Subject to Subsection (b), where a holiday falls on a day that is a day of rest for an employee, that employee is entitled to leave of absence with eight (8) hours pay on the employee's first working day immediately following the holiday.

(b) Where the employee is required to perform the duties of his position on his first working day immediately following the holiday in 23.03 (a) the employee shall be paid for hours worked in accordance with Article 20 (overtime) in addition to receiving his regular rate of pay for eight (8) hours.

ARTICLE 24 – VACATIONS

24.01 Subject to Article 24.06, each employee shall earn vacation credits for each calendar month for which he receives pay for at least eighty (80) regular hours.

A deduction of 1.25 vacation credits will be made from an employee's accumulated vacation credits for each working day during a ten (10) hour schedule that an employee is absent on vacation. Absence on vacation for less than a full ten (10) hour shift will be deducted as .25 credits for each increment of up to and including two (2) hours.

ARTICLE 25 –SICK LEAVE

25.06 A deduction of 1.25 sick leave credits shall be made from an employee's accumulated sick leave credits for each working day during a ten (10) hour schedule that an employee is absent on sick leave. Absence on sick leave for less than five (5) hours of a ten (10) hour shift may be deducted as .50 sick credits; absence for more than five (5) hours of a ten (10) hour shift may be deducted as 1.25 sick credits.

ARTICLE 31 – OTHER LEAVES OF ABSENCE

31.03 (a) Subject to Article 31.03 (b) emergency leave with pay may be granted to an employee by the Deputy Head for a period not exceeding forty (40) working hours.

Either party may withdraw this agreement by giving the other party thirty (30) days notice.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT – FOREST AUDIT TECHNICIAN

RE: Forest Audit Technician

A flat rate of eighty dollars (\$80.00) bi-weekly will be paid to those employees classified as a Forest Ranger III who are employed as Forest Audit Technicians at the Department of Natural Resources.

An employee in receipt of the Forest Audit Technician Premium is not eligible to receive eighty-dollar (\$80.00) bi-weekly Enforcement Premium for the same bi-weekly period.

This Letter of Agreement will expire with the current collective agreement.

Starting on the date of signing of the current collective agreement the flat rate of eighty dollars (80.00) bi-weekly will be increased by the same percentage and at the same time as the general economic increase (GEI) applicable to the wages in schedule A.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard

LETTER OF AGREEMENT – CASUAL RECALL

Re: Casual Recall

1. Subject to the availability of work and section 17(3) of the *Civil Service Act*, a casual employee whose casual work period has ended shall be eligible for recall to casual work in the bargaining unit, provided the following:
 - a. The employee’s work performance and attendance record have been satisfactory, and
 - b. The employee possesses the requisite qualifications, including but not limited to language proficiency, education, work experience, and
 - c. The employee is readily available to perform such work, and
 - d. The employee has worked a minimum of sixty (60) days with the recalling Department (by assigned work location), and
 - e. The casual employee is not prevented from completing the new casual assignment due to limitations of section 17(3) of the *Civil Service Act*, where applicable.
2. Eligible casual employees (as described above) with seniority in the bargaining unit will be offered casual work prior to such work being offered to any individual with less seniority in the bargaining unit.
3. This letter applies to all casual employees, including those with less than six (6) months continuous service, and applies equally to seniority earned under Article 15 and seniority earned under the Letter of Agreement Re Terms and Conditions of Employment for Casual Employees Employed for less than Six (6) Continuous Months.
4. This letter does not apply for recall for seasonal casual work for casual employees who have been employed for less than six (6) continuous months as such recall is covered by the Letter of Agreement Re Terms and Conditions of Employment for Casual Employees Employed for less than Six (6) Continuous Months.
5. A Casual Employee shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves _____

Susie Proulx-Daigle _____

Hon. Hugh J. Flemming _____

Leigh Sprague _____

Hon. Mike Holland _____

Jean-Yves Bernard _____

LETTER OF AGREEMENT – CASUAL EMPLOYEES EMPLOYED LESS THAN SIX (6) CONTINUOUS MONTHS

Re: Terms and Conditions of Employment for Casuals Employees employed for a period of less than Six (6) Continuous Months

Casual Employee means a person 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.

The following terms and conditions shall apply to Casuals Employed for less than Six (6) Continuous Months:

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 Casual Employees who have been employed for less than (6) continuous months do not hold permanent employment within the Public Service.

Seniority

Seniority for Casual Employees who have been employed for less than (6) six continuous months 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 Casual Employee.

A Casual Employee who has been employed for less than (6) continuous months 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 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 Casual Employee who has been employed for less than six (6) continuous months 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 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 Casual Employees.

Rate of Pay

A Casual Employee who has been employed for less than (6) continuous months 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 Casual Employee is working,
or
- (b) the rate paid to the Casual Employee immediately prior to the commencement of this agreement.

The rate of pay for a Casual Employee who has been employed for less than (6) six continuous months 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) Casual Employees who have been employed for less than (6) six continuous months and who have less than eight years of continuous employment with the employer shall be paid four percent (4%) their straight time hourly rate of pay for all hours worked in lieu of vacation.

(b) Casual Employee who have been employed for less than (6) continuous months and 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 eight (8) public holidays are New Year's Day, Family 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 Casual Employee who has been employed for less than (6) six continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

Grievances

A Casual Employee who has been employed for less than (6) six continuous months shall have the right to present a grievance in accordance with Article 12 with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

In addition, the parties agree that the following articles schedules, letters, and provisions of the collective agreement presently in effect between the Board of Management and the New Brunswick Union of Public and Private Employees, also apply to casual employees who have been employed for less than six (6) continuous months.

PREAMBLE

ARTICLE 1 – DEFINITION

ARTICLE 2 - APPLICATION OF AGREEMENT

ARTICLE 3 - FUTURE LEGISLATION

ARTICLE 4 – RECOGNITION

ARTICLE 5 - PROVINCIAL SECURITY

ARTICLE 6 - MANAGEMENT RIGHTS

ARTICLE 7 - UNION SECURITY

Article 7.04 - Union Security

ARTICLE 8 – COMMUNICATIONS

ARTICLE 9 - NO DISCRIMINATION

ARTICLE 10 - STRIKES AND LOCKOUTS

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

ARTICLE 13 – ADJUDICATION

ARTICLE 14 – DISCIPLINE- Does Not Apply- However casual employees have a right to be represented by their union if disciplined. The Employer may discipline a casual or terminate the employment of a casual without just cause at any time; however the decision must be reasonable and non-arbitrary.

ARTICLE 16 - POSTING OF COMPETITIONS

ARTICLE 19 - HOURS OF WORK

ARTICLE 20 – OVERTIME- Applies except that a casual employee covered by this Letter of Agreement may not elect time off per Article 20.04 and therefore must accept one and one-half times (1 1/2) times the employee’s regular rate of pay

ARTICLE 30 - LEAVE FOR UNION BUSINESS- Only Article 30.01(b), 30.03, 30.04(b), 30.05 Apply

Article 30.01(b), 30.03, 30.04(a), 30.05 – Leave for Union Business

ARTICLE 32 - SAFETY AND HEALTH- Article 32.02 Applies

ARTICLE 34 - TRAVEL POLICIES- Only Article 34.01, 34.02, 34.04 Apply

ARTICLE 35 - COPIES OF THE AGREEMENT

ARTICLE 37 - DURATION AND TERMINATION

ARTICLE 38 - WAGE SETTLEMENT NOTATION

LETTER OF AGREEMENT - ENFORCEMENT PREMIUM

LETTER OF AGREEMENT – HOURS OF WORK

LETTER OF AGREEMENT – FOREST AUDIT TECHNICIAN

LETTER OF AGREEMENT – CASUAL RECALL

LETTER OF INTENT RE TRAVEL REGULATIONS

IN WITNESS WHEREOF the parties have signed this 19 day of May, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves _____

Hon. Hugh J. Flemming _____

Hon. Mike Holland _____

Jean-Yves Bernard _____

FOR THE UNION:

Susie Proulx-Daigle _____

Leigh Sprague _____

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES,
RESOURCE SERVICES**

RE: One-Time Lump Sum Payment of \$500

In recognition of the member's contributions to the province's pandemic response, all members of this Bargaining Unit will receive a one-time lump sum payment of \$500 (gross). The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2020 to December 31, 2020 up to a maximum of \$500.

Signed at Fredericton, New Brunswick this 19 day of May, 2022

FOR THE UNION:

FOR THE EMPLOYER:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Hugh J. Flemming

Leigh Sprague

Hon. Mike Holland

Jean-Yves Bernard
