

**COLLECTIVE AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**GROUP: INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EXPIRES: February 22, 2021**

TABLE OF CONTENTS

<i>ARTICLE</i>	<i>PAGE</i>
PREAMBLE: .....	1
ARTICLE 1 - DEFINITIONS: .....	1
ARTICLE 2 - APPLICATION OF THE AGREEMENT:.....	2
ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:.....	2
ARTICLE 4 - RECOGNITION: .....	2
ARTICLE 5 - PROVINCIAL SECURITY: .....	2
ARTICLE 6 - MANAGEMENT RIGHTS: .....	2
ARTICLE 7 - UNION SECURITY:.....	2
ARTICLE 8 - COMMUNICATIONS: .....	3
ARTICLE 9 - NO DISCRIMINATION: .....	4
ARTICLE 10 - STRIKES AND LOCKOUTS: .....	4
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE: .....	4
ARTICLE 12 - GRIEVANCE PROCEDURE: .....	4
ARTICLE 13 - ADJUDICATION: .....	6
ARTICLE 14 - DISCIPLINE: .....	6
ARTICLE 15 - SENIORITY: .....	7
ARTICLE 16 - COMPETITIONS AND APPOINTMENTS: .....	7
ARTICLE 17 - LAYOFF AND RECALL: .....	8
ARTICLE 18 - HOURS OF WORK:.....	8
ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES:.....	8
ARTICLE 20 - HOLIDAYS: .....	10
ARTICLE 21 - VACATIONS: .....	11
ARTICLE 22 - SICK LEAVE:.....	12
ARTICLE 23 - MATERNITY LEAVE: .....	13
ARTICLE 24 - BEREAVEMENT LEAVE:.....	15
ARTICLE 25 - COURT LEAVE: .....	16
ARTICLE 26 - EDUCATIONAL LEAVE:.....	17
ARTICLE 27 - LEAVE FOR UNION BUSINESS:.....	17
ARTICLE 28 - OTHER LEAVES OF ABSENCE: .....	18
ARTICLE 29 - HEALTH AND SAFETY: .....	19
ARTICLE 30 - EMPLOYEE BENEFITS PROGRAMS:.....	19
ARTICLE 31 - PART-TIME EMPLOYEE PROVISIONS: .....	22
ARTICLE 32 - PORTABILITY: .....	22
ARTICLE 33 - TECHNOLOGICAL CHANGE: .....	23
ARTICLE 34 - DURATION, TERMINATION AND RETROACTIVITY:.....	23
APPENDIX A - Wage Tables .....	25
APPENDIX B - Educational Leave Provisions.....	37
APPENDIX C - Points Guide .....	39
APPENDIX D - Pre-Retirement Leave Table .....	40
APPENDIX E - Terms And Conditions of Previously Excluded Casual Employees.....	41
LETTER OF UNDERTAKING - Annual Offset .....	43
LETTER OF AGREEMENT - Joint Attendance at Work and Employee Wellness Committee .....	44

THIS AGREEMENT made this 25<sup>th</sup> day of February 2016.

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

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

**PREAMBLE:**

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

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1 - DEFINITIONS:**

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

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

1.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 076 PS 2f (1988).

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

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

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

1.06 Employees may be subdivided into the following categories:

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

1.07 "Control Point Maximum" – The point within a salary range representing the maximum base pay for a job.

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

1.09 "Merit Increase" – An adjustment to individual salary based on a documented assessment of performance.

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

1.11 “Pay Increment” – One step in the pay range.

1.12 “Probationary Period” – In accordance with the *Civil Service Act* and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of his appointment for a period of six (6) months immediately following the date on which the person reports for work, provided that on 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.

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

1.14 “Gender” - Wherever the masculine gender is used in this Agreement, it shall refer equally to the feminine gender.

1.15 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used if this is required in the context.

**ARTICLE 2 - APPLICATION OF THE AGREEMENT:**

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

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

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

**ARTICLE 4 - RECOGNITION:**

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 076 PS 2f (1988) 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 in 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 15<sup>th</sup> of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated Official. 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 (where available), department, work location, seniority date, employee number, the amounts deducted for NBUPPE dues, classification, pay step number 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 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 The Employer shall include the sums deducted under Article 7 on the employees T-4 slips as union dues.

**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:**

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

**TO THE UNION:**

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

8.02 Union Notices

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 Copies of the Agreement

The Employer shall make the Agreement available in both official languages to all members of the Union on an electronic basis.

**ARTICLE 9 - NO DISCRIMINATION:**

9.01 Subject to the provisions of the *Civil Service Act* and the *Human Rights Act* and their Regulations the parties agree 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 any of the prohibited grounds of discrimination in the New Brunswick *Human Rights Act* as amended from time to time, nor by reason of his membership or activity in the Union.

**ARTICLE 10 - STRIKES AND LOCKOUTS:**

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

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

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee 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 the Committee may be employed as a forum of meaningful consultation on the interpretation of any Article of the Collective Agreement whenever required, contemplated changes in conditions of employment or working conditions and any other matters of mutual interest of the parties.

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

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

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

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

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

11.08 If the Employer issues a policy statement which affects the interpretation or application of this Agreement, then a copy of this policy should be brought to the attention of the employees in the Unit. (This does not include specifically confidential memos).

**ARTICLE 12 - GRIEVANCE PROCEDURE:**

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, 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) working 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 final 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 level one and any reply must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of 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.

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

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

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

### **ARTICLE 13 - ADJUDICATION:**

13.01 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 For the purpose of this Article, discipline is defined as any disciplinary action resulting in written reprimand, suspension with pay, suspension without pay or discharge.

14.02 No employee, who has completed his probationary period, shall be disciplined except for just cause.

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

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

14.05 Where an employee alleges that 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.

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

14.07 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Clause 14.02 then the employee shall be immediately reinstated in 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.

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

14.09 Upon a reasonable request made during normal working hours, an employee shall be given an opportunity to read all documents relating to the assessment of his conduct or work performance that are held in the employee's personnel file in the Department. If requested at such time, an employee shall be provided with a copy of such documents.



14.10 A record of written reprimand shall be removed from the file of an employee upon the expiration of eighteen (18) months following the effective date of the written reprimand, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period. A record of any other disciplinary action shall be removed from the file of an employee upon the expiration of twenty-four (24) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this twenty-four (24) month period.

14.11 When the Employer requests a meeting with an employee for the purpose of disciplinary action, the employee shall have the right to have a Union representative present at the meeting where such representative is available within a reasonable period, not to exceed five (5) working days.

14.12 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.

#### **ARTICLE 15 - SENIORITY:**

15.01 Seniority shall be the amount of continuous service of an employee in Part I of the Public Service.

15.02 An employee shall not commence to accumulate seniority until he has completed his probationary period. On completion of his probationary period, an employee shall have his seniority dated back to the date on which his continuous service began.

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

- (a) he is on approved leave of absence;
- (b) he is absent from work while drawing workers' compensation benefits;
- (c) he has been discharged or suspended without pay and reinstated; or
- (d) he is laid off for a period not in excess of twelve (12) months.

15.04 The Employer shall prepare a list of employees and shall make this list available to the Union during February of each year. The list shall include the classification and commencement date for each employee.

15.05 The unit of operation to which any preference based on seniority shall apply is the Bargaining Unit.

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

16.01 Where a vacancy is to be filled or a new position is created in the Bargaining Unit, the position shall be filled in accordance with the *Civil Service Act* and Regulations.

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically or in the buildings out of which the employees work for a minimum of ten (10) working days. A copy of the notice of such competition shall be forwarded to the Union.

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

- (a) Description of the position;
- (b) Location of the position;
- (c) Required qualifications; and
- (d) The wage rate or range.

**ARTICLE 17 - LAYOFF AND RECALL:**

17.01 Where 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 (1) year or for a 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; or
- (c) alternate employment in 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.

**ARTICLE 18 - HOURS OF WORK:**

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

18.02 The normal schedule of work shall consist of five (5) days of work per week from Monday to Friday inclusive.

18.03 An employee's normal work day shall be seven and one-quarter (7-1/4) hours scheduled between 8:00 a.m. and 5:00 p.m. An employee may be required to work in excess of this amount, depending upon the nature of the employee's work.

**ARTICLE 19 - PAYMENT OF WAGES AND ALLOWANCES:**

19.01 The rates of pay for employees shall be in accordance with the rates set out in Appendix "A", which forms part of this Agreement.

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

19.03 Anniversary Date

(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 prorating procedures.

#### 19.04 Merit Increase

(a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date may be granted an increase of up to five (5) pay increments in the pay scale, not to exceed the control point maximum.

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

(c) An employee who has not been granted a merit increase shall have the right to refer the 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 his/her anniversary date for such increment(s).

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

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

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

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

(b) 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.

(c) Where an employee is appointed to a position having a lower control point maximum, or an employee's duties are re-classified 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 his/her current rate of pay for one (1) year after which the employee will be placed at the control point maximum of the new classification. 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.

(d) If an employee requests and is granted a demotion and his/her 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.

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

#### 19.06 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 four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which he/she is acting.

(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 he/she may have to a merit increase.

#### 19.07 Re-earnable Increments

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

(b) Re-earnable increments refer to temporary payments equivalent to pay step increases, authorized at the discretion of the Deputy Head. Such re-earnable increments are not to exceed the equivalent of four (4) pay steps.

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

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

#### 19.08 Travel Policy

The Province's Travel Policy as amended from time to time shall apply to employees in the Bargaining Unit.

### **ARTICLE 20 - HOLIDAYS:**

20.01 All employees shall have the following holidays off, or any other day on which such holidays are observed, without loss of pay:

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

20.02 Employees shall have the following days off for Christmas Day and Boxing Day:

- (a) When Christmas Day is Monday, the 25<sup>th</sup> and 26<sup>th</sup> days of December; or

- (b) When Christmas Day is a Tuesday, the 24<sup>th</sup>, 25<sup>th</sup>, and 26<sup>th</sup> days of December; or
- (c) When Christmas Day is a Wednesday or Thursday, the afternoon of the 24<sup>th</sup> and the 25<sup>th</sup> and 26<sup>th</sup> days of December; or
- (d) When Christmas Day is a Friday, a Saturday, or a Sunday, the 24<sup>th</sup> to 27<sup>th</sup> days of December, inclusive.

20.03 In order to receive holiday pay an employee must have worked their regular scheduled work days preceding and following the holiday, unless the employee was on authorized leave with pay. Article 20.01 shall not apply to an employee during any period the employee is on a leave of absence without pay, absent without leave or under suspension.

20.04 When a day designated as a holiday under clause 20.01 coincides with an employee's day off, that employee shall be granted another day off without loss of pay in lieu of the holiday.

20.05 Where the Employer requires an employee to work on a holiday the employee shall be paid time and one half for all hours worked. In addition, the employee shall have the option of receiving pay for the statutory holiday or to have the holiday rescheduled to another mutually acceptable date.

**ARTICLE 21 - VACATIONS:**

21.01 The Vacation Leave Credit:

- (a) For employees with less than eight (8) consecutive years employment shall be one and one-quarter (1 ¼) days per calendar month; and
- (b) For employees with eight (8) or more consecutive years employment shall be one and two-thirds (1 2/3) days per calendar month; and
- (c) For employees with twenty (20) or more consecutive years employment shall be two and one-twelfth (2 1/12) days per calendar month.

21.02 Subject to clause 21.04, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits the following month.

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

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on a leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) for days on which the employee is absent from work while receiving Worker's Compensation Benefits, vacation leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per Article 21.01.

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

21.05 Vacation shall be taken at a time authorized by the Deputy Head, and where operational requirements permit, at the time requested by the employee.

21.06 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to November 1 of the calendar year in which the employee would take the vacation sought to be carried forward.

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

21.08 An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any unused vacation which may have accrued to his benefit in accordance with Article 21.01 above.

21.09 If one of the holidays referred to in Article 20 (Holidays) falls on or is observed during an employee's vacation period, he shall be granted an additional day's vacation in lieu of such holiday.

#### **ARTICLE 22 - SICK LEAVE:**

22.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1-1/4) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

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

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

22.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty exceeds one-half (1/2) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

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

(a) Days on which the employee is on vacation;

(b) Days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;

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

(d) Days on which the employee is absent from work while receiving Worker's Compensation Benefits, sick leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per Article 22.01.

22.06 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.

22.07 The Employer may require a Doctor's Certificate for any absence in excess of three (3) days for which sick leave is claimed and the employee shall submit such certificate or the time lost will be deducted from the employee's salary. Where the Employer has reason to believe an employee is abusing the sick leave privileges,

his supervisor/manager may issue him a standing directive that requires him to submit a medical certificate for any specific period of absence for which sick leave is claimed.

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

22.09 Where a deduction from salary is to be made pursuant to clause 22.07 hereof, the employee is to be so informed as soon as possible and the deduction shall be made if possible within sixty (60) days.

22.10 An employee who has used up his sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee. Each advancement must be completely reimbursed before additional advancement will be considered.

22.11 Where the employment of an employee who has been granted advanced sick leave in accordance with clause 22.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time he ceased to be an employee.

22.12 An employee, who becomes hospitalized or confined to bed rest on doctor's orders while on annual vacation, 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 is to be notified at time of illness.

#### **ARTICLE 23 - MATERNITY LEAVE:**

23.01 (a) An employee requesting maternity leave shall submit the required Request for Leave Form accompanied by a medical certificate to the Employer at least three (3) months preceding the expected delivery date.

(b) An employee is entitled to maternity leave up to seventeen (17) weeks without pay.

23.02 Where an employee submits a medical certificate to the Employer stating that her health so requires, sick leave in accordance with Article 22 shall be granted prior to the commencement of the employee's requested maternity leave under 23.01.

23.03 When an employee is unable to perform her regular duties due to her pregnancy, the Employer will make every reasonable effort to relocate the employee to a position or job consistent with her capacity. The Employer will not displace any other employee from her position in order to effect this relocation.

23.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

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

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

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

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

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

23.08 An applicant under Clause 23.05 above shall return to work and remain in the Employer’s employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

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

23.10 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 23.01(b).

23.11 During the period of up to seventeen (17) weeks only specified in 23.01(b) 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.

23.12 An employee granted extended maternity leave pursuant to Clause 23.10 hereof may, where permissible under relevant group insurance plans, continue contributions including those of the Employer during such extended leave.

23.13 An employee on maternity leave shall continue to accrue entitlements for retirement allowance and vacation purposes. An employee will maintain but 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.

23.14 When an employee on maternity leave wishes to return to work earlier than provided for under 23.04, 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.

23.15 Subject to Article 23.10 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

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

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



23.18 Parental/Adoption Leave

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

(b) Such leave shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

(c) The employee who is the natural mother of a child must commence the parental leave immediately upon expiry of maternity leave, unless the Employer and employee agree otherwise, and shall give the Employer a minimum of six (6) weeks written notice of her intent to take the parental leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

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

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

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

(d) An employee returning to work from parental 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 parental leave.

(e) 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.

(f) During the period of parental leave of up to thirty-seven (37) weeks only specified in clause 23.18 (a) thereto:

(i) an employee continues to earn seniority and continuous service credits;

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

(iii) an employee will maintain but not accrue sick leave or vacation leave benefits for any calendar month in which she/he is on parental/adoption leave for more than one-half (1/2) the number of working days in that month.

(g) An employee granted extended parental leave pursuant to Clause 23.18 (e) above may where permissible, under the relevant group insurance plans, continue contributions including those of the Employer during such extended leave.

(h) 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.

**ARTICLE 24 - BEREAVEMENT LEAVE:**

24.01 Upon application an employee shall be granted bereavement leave up to seven (7) consecutive calendar days leave for death in the employee's immediate family one of which must be the day of the funeral, or memorial service if applicable.

"Immediate family" is defined as:

- (a) Husband/Wife
- (b) Father/Mother/Stepfather/Stepmother
- (c) Son/Daughter (Including Stepson/Stepdaughter, Son-In-Law/Daughter-In-Law)
- (d) Brother/Sister/Stepbrother/Stepsister
- (e) Grandmother/Grandfather
- (f) Grandson/Granddaughter
- (g) Father-In-Law/Mother-In-Law
- (h) Brother-In-Law/Sister-In-Law
- (i) Other persons living in the household of the employee

24.02 Up to one (1) day's leave for death of the employee's aunt and/or uncle or spouse's grandparents to attend the funeral;

24.03 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.

24.04 Pallbearer Leave

One-half (1/2) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travelling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

#### **ARTICLE 25 - COURT LEAVE:**

25.01 A Supervisor/Manager 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.

25.02 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.

25.03 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 26 - EDUCATIONAL LEAVE:**

26.01 The Educational Leave provisions as set in Appendix B in this Agreement shall apply to employees in the Bargaining Unit.

**ARTICLE 27 - LEAVE FOR UNION BUSINESS:**

27.01 (a) Time off for Union Representatives

A Union representative 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) 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.

(d) Further to Article 14.11, an employee chosen 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.

27.02 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.

27.03 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.

27.04 Leave Without Pay

Requests for leave under this Article are to be made in writing to the Employer. Wherever possible, requests for such leave of absence will be made five (5) working days in advance.

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.

27.05 When leave without pay under Article 27 is granted, the employee's leave shall be given with pay and the Union will reimburse the Employer for the employee's salary costs. Employees will continue to accumulate seniority and other benefits while on such leave without pay for Union business. This is not intended to cover situations of lengthy continuous absences or situations covered by Article 27.06.

#### 27.06 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, shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one (1) year. Such leave shall be applied for to the Employer each subsequent year.

### **ARTICLE 28 - OTHER LEAVES OF ABSENCE:**

#### 28.01 Examination Leave

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

#### 28.02 Conference Assignment

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

#### 28.03 Leave for Other Reasons

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

#### 28.04 Miscellaneous Leave

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

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

28.06 The employee shall have the right to apply for a leave of absence with pay of up to two (2) days per calendar year for family responsibility requiring the employee's immediate attention. Such leave will not be unreasonably requested or denied.

28.07 Prior to an employee being seconded to a position outside the bargaining unit or an individual being seconded into the bargaining unit, the Employer and the Union shall enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, overtime and other premiums, union dues, seniority and grievance/adjudication process.

#### **ARTICLE 29 - HEALTH AND SAFETY:**

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

Protective devices and other equipment deemed necessary to protect employees properly from injury, other than those of personal nature, shall be supplied by the Employer.

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

29.02 An employee required to wear safety boots or safety shoes shall, upon proof of purchase, be reimbursed by the Employer up to:

- (i) \$100.00 per fiscal year or;
- (ii) \$200.00 over a two (2) consecutive fiscal year period.

This would be effective the date of signing.

29.03 An employee required to wear safety prescription glasses shall be reimbursed by the Employer the actual cost of the lens and frames for one (1) pair of such glasses up to a maximum of \$200.00 including professional fees in a two (2) consecutive calendar year period less the amount paid by the Health Plan, if applicable. At the employee's request, the \$200.00 maximum may be doubled in any one four consecutive calendar year period less the amount paid by the Health Plan, if applicable.

#### **ARTICLE 30 - EMPLOYEE BENEFITS PROGRAMS:**

30.01 Health and Dental Plans

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the Province of New Brunswick Employee Health Plan for all employees who have completed their probationary period. 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 premiums of a basic Province of New Brunswick Employee Dental Plan for all employees who have completed their probationary period. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(c) In the event that, during the life of this Agreement, additional benefits are added to the Health Plan resulting in higher premiums being levied, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present 75-25 cost sharing basis of the Plan.

30.02 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 WorksafeNB during his period of total temporary disability. For the purpose of this clause, where the WorksafeNB 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 WorksafeNB benefits.

(b) The absence of an employee who is receiving WorksafeNB benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits or vacation credits.

30.03 Group Life

The Employer agrees to continue the Province of New Brunswick Group Life Insurance Plan.

30.04 Retirement

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

30.05 Retirement Allowance

(a) Subject to the limitations in 30.05 (c)(d) and 30.06 below, when an employee with a continuous service date falling before December 31, 2016 and having continuous service of five years or more, retires, dies, or becomes disabled, or is laid off, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay.

- (b) an employee who retires is one who retires
- i. at age fifty-five (55) or later, or
  - ii. due to disability

(c) where an employee with a continuous service date falling before December 31, 2016 retires, dies, or becomes disabled, 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 December 31, 2016 as follows:

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

30.06 - Payment of Retirement Allowance

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

- (i) an immediate single lump sum payment based on the employee's full years of continuous and the prorated amount for each partial year of continuous service and regular rate of pay on December 31, 2016; or

(ii) a single lump sum payment deferred to the time of the employee's retirement based on the employee's full years of continuous service and the prorated amount for partial years of continuous service on December 31, 2016 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.

(b) The immediate lump sum payment option in 30.06(a)(i) is also available to employees with a continuous service falling before December 31, 2016 and who have not yet accumulated five years or more of continuous service.

(c) An employee who selects an immediate lump sum payment under 30.06(a)(i) will not be eligible for any further retirement allowance payment at their retirement.

(d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full years and partial years of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after the date of signing of the collective agreement.

(e) Employees will have until June 30, 2017 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of his selection of an immediate payment by June 30, 2017, he will be deemed to have deferred his payment until retirement.

(f) Notwithstanding that the retirement allowance will be discontinued effective December 31, 2016, an employee with a continuous service date falling before December 31, 2016 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the Collective Agreement and September 30, 2016 as follows:

(i) The employee will notify the Employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance;

(ii) The single lump sum payment will be based on the employee's full years and partial years of continuous service and rate of pay on the effective date the employee has selected;

(iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.

#### 30.07 - Lay-Off Allowance

(a) The accumulation of service for the purpose of calculating a lay-off allowance shall continue after December 31, 2016 for all employees.

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

(c) Where an employee is laid off, the 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.

#### 30.08 Pre-Retirement Leave Plan for Employees with a Continuous Service Date Falling Before December 31, 2016 and Who Have Deferred the Payment of Their Retirement Allowance in Accordance with Article 30.06 (a) (ii).

(a) Where operational requirements permit at the employee's option, pre-retirement leave may be taken at a ratio of one (1) day's leave for one (1) day's retirement allowance credit, in lieu of cash payment for such allowance credit on retirement.

(b) Employees are eligible to take up to the maximum number of days pre-retirement leave in each year prior to retirement as outlined in the Employer Policy. (Appendix D)

(c) Requests to use pre-retirement leave must be submitted to the employee's supervisor twice as many working days in advance of the pre-retirement leave being requested.

(d) Any retirement allowance credits not used as leave as per the Employer Policy in the year in which they could have been, may be carried over for use as leave in the next year.

(e) At the discretion of the Employer, an employee who had not opted into the pre-retirement leave plan may be granted, on request, the total of the eligible retirement allowance credits as leave immediately prior to his/her retirement from the New Brunswick Public Service.

(f) Retirement allowance credits not used as leave at the date of retirement will be paid in cash.

(g) Regular benefit accumulation and payroll deductions shall continue while on pre-retirement leave.

#### **ARTICLE 31 - PART-TIME EMPLOYEE PROVISIONS:**

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

- (i) Seniority
- (ii) Vacation credits
- (iii) Sick leave credits
- (iv) Service credits for retirement allowance.

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

31.02 Notwithstanding Article 20, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

31.03 Notwithstanding Article 19.05, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

31.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.

#### **ARTICLE 32 – PORTABILITY:**

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

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

(b) an employee is entitled to transfer unused vacation leave credits;

(c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;

(d) an employee shall be entitled to transfer his accumulated pension credits provided that a reciprocal agreement between the applicable pension plans exists.



## **ARTICLE 33 - 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. Both parties recognize the overall advantages of technological change. 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. (Layoff and Recall)

## **ARTICLE 34 - DURATION, TERMINATION AND RETROACTIVITY:**

34.01 This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning November 23, 2015 and ending on February 22, 2021, 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.

34.02 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*.

34.03 The parties agree that retroactivity shall be paid on wages only for all paid hours. All other Articles shall take effect from date of signing of this Agreement unless otherwise stated in this Agreement.

IN WITNESS WHEREOF, the parties have signed this 25<sup>th</sup> day of February, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Denis Landry

Susie Proulx-Daigle

Dawn Myers

Leigh Sprague

Michèle Savoie

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Rose O'Grady

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**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2015 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b>	(18)	(19)	(20)	(21)	Discretionary Max
Group 1	2331	2360	2383	2417	2443	2472	2503	2531	2565	2596	2625	2658	2687	2724	2753	2784	<b>2818</b>	2851	2887	2923	2958	
Group 2	2539	2570	2602	2633	2663	2697	2732	2760	2793	2826	2859	2894	2930	2968	3000	3039	<b>3072</b>	3109	3149	3186	3221	
<b>Group 1</b>																	<b>Group 2</b>					
Industrial Training and Certification Officer I																	Industrial Training and Certification Officer II					

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: MAY 23, 2016 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b>	(18)	(19)	(20)	(21)	Discretionary Max
Group 1	2343	2372	2395	2429	2455	2484	2516	2544	2578	2609	2638	2671	2700	2738	2767	2798	<b>2832</b>	2865	2901	2938	2973	
Group 2	2552	2583	2615	2646	2676	2710	2746	2774	2807	2840	2873	2908	2945	2983	3015	3054	<b>3087</b>	3125	3165	3202	3237	

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2016 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max (17)</b>	(18)	(19)	(20)	(21) Discretionary Max
Group 1	2355	2384	2407	2441	2467	2496	2529	2557	2591	2622	2651	2684	2714	2752	2781	2812	<b>2846</b>	2879	2916	2953	2988
Group 2	2565	2596	2628	2659	2689	2724	2760	2788	2821	2854	2887	2923	2960	2998	3030	3069	<b>3102</b>	3141	3181	3218	3253

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: MAY 23, 2017 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> <b>(17)</b>	(18)	(19)	(20)	Discretionary Max <b>(21)</b>
Group 1	2367	2396	2419	2453	2479	2508	2542	2570	2604	2635	2664	2697	2728	2766	2795	2826	<b>2860</b>	2893	2931	2968	3003
Group 2	2578	2609	2641	2672	2702	2738	2774	2802	2835	2868	2901	2938	2975	3013	3045	3084	<b>3118</b>	3157	3197	3234	3269

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2017 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> <b>(17)</b>	(18)	(19)	(20)	Discretionary Max <b>(21)</b>
Group 1	2379	2408	2431	2465	2491	2521	2555	2583	2617	2648	2677	2710	2742	2780	2809	2840	<b>2874</b>	2907	2946	2983	3018
Group 2	2591	2622	2654	2685	2716	2752	2788	2816	2849	2882	2916	2953	2990	3028	3060	3099	<b>3134</b>	3173	3213	3250	3285

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: MAY 23, 2018 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> <b>(17)</b>	(18)	(19)	(20)	Discretionary Max <b>(21)</b>
Group 1	2391	2420	2443	2477	2503	2534	2568	2596	2630	2661	2690	2724	2756	2794	2823	2854	<b>2888</b>	2922	2961	2998	3033
Group 2	2604	2635	2667	2698	2730	2766	2802	2830	2863	2896	2931	2968	3005	3043	3075	3114	<b>3150</b>	3189	3229	3266	3301

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II



**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2018 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max (17)</b>	(18)	(19)	(20)	(21) Discretionary Max
Group 1	2403	2432	2455	2489	2516	2547	2581	2609	2643	2674	2703	2738	2770	2808	2837	2868	<b>2902</b>	2937	2976	3013	3048
Group 2	2617	2648	2680	2711	2744	2780	2816	2844	2877	2910	2946	2983	3020	3058	3090	3130	<b>3166</b>	3205	3245	3282	3318

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: MAY 23, 2019 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> <b>(17)</b>	(18)	(19)	(20)	Discretionary Max <b>(21)</b>
Group 1	2415	2444	2467	2501	2529	2560	2594	2622	2656	2687	2717	2752	2784	2822	2851	2882	<b>2917</b>	2952	2991	3028	3063
Group 2	2630	2661	2693	2725	2758	2794	2830	2858	2891	2925	2961	2998	3035	3073	3105	3146	<b>3182</b>	3221	3261	3298	3335

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2019 (0.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> (17)	(18)	(19)	(20)	Discretionary Max (21)
Group 1	2427	2456	2479	2514	2542	2573	2607	2635	2669	2700	2731	2766	2798	2836	2865	2896	<b>2932</b>	2967	3006	3043	3078
Group 2	2643	2674	2706	2739	2772	2808	2844	2872	2905	2940	2976	3013	3050	3088	3121	3162	<b>3198</b>	3237	3277	3314	3352

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**  
**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**  
**EFFECTIVE: MAY 23, 2020 (0.50% )**

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b>	(18)	(19)	(20)	(21)	Discretionary Max
2439	2468	2491	2527	2555	2586	2620	2648	2682	2714	2745	2780	2812	2850	2879	2910	<b>2947</b>	2982	3021	3058	3093	
2656	2687	2720	2753	2786	2822	2858	2886	2920	2955	2991	3028	3065	3103	3137	3178	<b>3214</b>	3253	3293	3331	3369	

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: NOVEMBER 23, 2020 (0.25% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max (17)</b>	(18)	(19)	(20)	Discretionary Max (21)
Group 1	2445	2474	2497	2533	2561	2592	2627	2655	2689	2721	2752	2787	2819	2857	2886	2917	<b>2954</b>	2989	3029	3066	3101
Group 2	2663	2694	2727	2760	2793	2829	2865	2893	2927	2962	2998	3036	3073	3111	3145	3186	<b>3222</b>	3261	3301	3339	3377

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

**APPENDIX A**

**INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS**

**EFFECTIVE: FEBRUARY 22, 2021 (2.50% )**

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)	(16)	<b>Control Point Max</b> (17)	(18)	(19)	(20)	Discretionary Max (21)
Group 1	2506	2536	2559	2596	2625	2657	2693	2721	2756	2789	2821	2857	2889	2928	2958	2990	<b>3028</b>	3064	3105	3143	3179
Group 2	2730	2761	2795	2829	2863	2900	2937	2965	3000	3036	3073	3112	3150	3189	3224	3266	<b>3303</b>	3343	3384	3422	3461

**Group 1**

Industrial Training and Certification Officer I

**Group 2**

Industrial Training and Certification Officer II

## APPENDIX B

### EDUCATIONAL LEAVE PROVISIONS

- .01** An employee must have completed the probationary period before being considered for educational leave.
- .02** (1) An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, salary of employee replacement, 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 pro-rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.
- .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 points guide in Appendix C 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 educational leave.
- (2) Where an employee on educational leave receives other financial assistance from the Province, which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.
- .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 Policy.
- .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 the expenses of writing the examinations;
- (c) Payment of travelling expenses in accordance with the Travel Policy.

**.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 Policy.
- (c) Books.
- (d) Other agreed expenses directly related to the proposed course or training.

**.08** (1) An employee may be granted Special Educational Leave when selected by Government to attend École nationale d'administration, École nationale 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 Policy.
- (c) Other agreed upon expenses directly related to the course or training.



## APPENDIX C

### POINTS GUIDE

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

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

Relationship Between Job Duties and Proposed Training	Main Beneficiary of Proposed Training	Need for Proposed Training
1. Useful but not related	Mostly employee	Employee needs to directly attain minimum educational 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%

**APPENDIX D**

**NUMBER OF DAYS RETIREMENT ALLOWANCE CREDIT WHICH MAY BE USED AS LEAVE BEFORE RETIREMENT INSTEAD OF TAKEN IN CASH AT TIME OF RETIREMENT CHOICE AT EMPLOYEE'S OPTION FOR EMPLOYEES WITH A CONTINUOUS SERVICE DATE FALLING BEFORE DECEMBER 31, 2016 AND WHO HAVE DEFERRED THE PAYMENT OF THEIR RETIREMENT ALLOWANCE IN ACCORDANCE WITH ARTICLE 30.06 (A) (II).**

<b>NO. DAYS ENTITLEMENT AT RETIREMENT</b>	<b>NUMBER OF YEARS PRIOR TO RETIREMENT</b>				
	<b>5</b>	<b>4</b>	<b>3</b>	<b>2</b>	<b>1</b>
25	2	3	4	6	10
30	2	4	5	7	12
35	3	4	6	8	14
40	3	5	6	10	16
45	4	5	7	11	18
50	4	6	8	12	20
55	4	7	9	13	22
60	5	7	10	14	24
65	5	8	10	16	26
70	6	8	11	17	28
75	6	9	12	18	30
80	6	10	13	19	32
85	7	10	14	20	34
90	7	11	14	22	36
95	8	11	15	23	38
100	8	12	16	24	40
105	8	13	17	25	42
110	9	13	18	26	44
115	9	14	18	28	46
120	10	14	19	29	48
125	10	15	20	30	50

## APPENDIX E

### TERMS AND CONDITIONS OF PREVIOUSLY EXCLUDED CASUAL EMPLOYEES

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

#### Definition

“Previously Excluded Casual Employee” means a person who is doing the work of classifications represented by the Union pursuant to Certification Order Numbers 076 PS 2f, who is employed:

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

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

#### Status of Employment

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

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

#### Seniority

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

A Previously Excluded Casual Employee shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

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

#### Union Dues

The Employer shall deduct union dues from all Previously Excluded Casual Employees.

#### Rate of Pay

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

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

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

### **Vacation**

In addition to the applicable rate of pay,

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

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

### **Holidays**

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

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

### **Grievances**

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

**Letter of Undertaking**

**BETWEEN  
BOARD OF MANAGEMENT  
AND  
THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
INDUSTRIAL TRAINING AND CERTIFICATION OFFICERS (ITCO)**

The Employer agrees to pay an annual offset in the sum of \$350 annually for the life of this contract to each member of the ITCO group.

The first installment will be paid on May 23, 2016, with subsequent installments being paid on May 23, 2017,  
May 23, 2018, May 23, 2019 and May 23, 2020.

Dated at Fredericton, this 25<sup>th</sup> day of February, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Denis Landry

Susie Proulx-Daigle

Dawn Myers

Leigh Sprague

Michèle Savoie

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Rose O'Grady

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**LETTER OF AGREEMENT**

**between**

**Board of Management**

**and**

**The New Brunswick Union of Public and Private Employees**

**Re: Joint Attendance at Work and Employee Wellness Committee**

The New Brunswick Union of Public and Private Employees (the Union) and the Employer agree that sick leave is a negotiated benefit provided by the Employer as an insurance against financial hardship when an employee is unable to perform his/her duties due to illness or injury.

The Union and the Employer also agree that sick leave must be used and managed carefully to ensure that the sick leave benefit is available, affordable, and sustainable in the long term. To this end, the Union agrees to work collaboratively with the Employer to ensure that the sick leave benefit is being used appropriately, and that the Employer's efforts to manage sick leave and improve attendance at work are supported.

The Union, as the certified bargaining agent representing a number of bargaining groups in Part I of the New Brunswick Public Service, further agrees to participate in a combined Joint Attendance at Work and Employee Wellness Committee for Part I employees. The Employer will appoint to such Joint Committee an appropriate number of representatives from the relevant employing departments and/or organizations, including Service New Brunswick. For the purpose of attending any Joint Committee meetings on behalf of the Union, employees will be considered on leave of absence with pay. Any additional employee expenses will be borne by the Union.

The primary objective of the Joint Committee will be to review the sick leave data for each bargaining group represented by the Union, to study trends and patterns of usage, to identify any workplace factors contributing to sick leave usage, and to suggest measures to achieve an overall 20% reduction in sick leave usage within the respective bargaining units by March 31, 2015, based on 2011 usage.

Effective April 1, 2013, members of the Joint Committee will be confirmed, and will meet quarterly to report findings, progress and recommendations to the Director of Employee Wellness, Department of Human Resources.

Dated at Fredericton, New Brunswick, this 25<sup>th</sup> day of February, 2016.

FOR THE EMPLOYER:

FOR THE UNION:

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

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

Dawn Myers \_\_\_\_\_

Leigh Sprague \_\_\_\_\_

Michèle Savoie \_\_\_\_\_

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

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