

AGREEMENT  
BETWEEN  
TREASURY BOARD  
AND  
NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: ADMINISTRATIVE ASSISTANTS,  
CLERICAL AND REGULATORY,  
OFFICE, DATA PROCESSING AND DUPLICATING EQUIPMENT OPERATION

Expires: March 31, 2024

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THIS AGREEMENT made this 21<sup>st</sup> day of June 2022.

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

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

**PREAMBLE:**

WHEREAS it is the intention and purpose of the Parties to this Agreement to maintain 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.

**ARTICLE 1 - DEFINITIONS:**

1.01 "Union" shall mean New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of all three (3) Bargaining Units.

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

1.03 "Bargaining Units" or "Units" shall mean the Groups of employees covered by the New Brunswick Certification Order Numbers 034 PS 4e (Administrative Assistants), 030 PS 4b (Clerical and Regulatory) and 021 PS 4a (Office, Data Processing and Duplicating Equipment Operation) applies.

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

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

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

1.06 "Seasonal Employee" is an employee normally employed for more than six (6) months and less than twelve (12) months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service Position. The period of time not worked by a seasonal employee shall not be considered a layoff. A seasonal employee shall be considered on "Inactive Status" during the period in which the seasonal employee's services are not required. While on "Inactive Status" a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days' notice of the date of termination of the employee's seasonal work period. Seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 23.01 only after completion of each total annual days normally worked by full-time employees.

1.07 "Term Employee" is an employee employed for a specified period of more than six (6) continuous months.

1.08 Employees may be subdivided into the following categories:

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

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

1.09 Probationary Period

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

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

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

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

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

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

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

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

1.16 "Pay Increment"- One (1) step in the pay range.

1.17 "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

1.18 "Immediate Family" is defined as the employee's spouse, father, mother, stepfather, stepmother, son, daughter, brother, sister, or other relatives living in the household of the employee. For clarification purposes spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one (1) year and has been publicly represented as the employee's common-law partner.

1.19 "Liaison Officer" means an employee under this Collective Agreement appointed or elected by the Union to represent employees in servicing complaints or grievances to the Employer.

**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 those 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 shall negotiate a mutually acceptable provision(s) to be substituted for the provision(s) so rendered null and void or materially altered. Should such negotiations fail to achieve Agreement, the parties may submit the matter to binding arbitration under the *Public Services Labour Relations Act*. Where either party indicates a desire to refer the matter in dispute to binding arbitration, the other party shall not object.

3.02 Where any Provincial legislation which binds the parties to this Agreement clearly specifies and directs that greater rights or benefits than are in effect under this Agreement must be granted to either party, such rights or benefits shall be deemed to form part of and be applicable under this Agreement and may be enforced through the Grievance Procedure.

**ARTICLE 4 - RECOGNITION:**

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 034 PS 4e, 030 PS 4b and 021 PS 4a applies.

**ARTICLE 5 - PROVINCIAL SECURITY:**

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

**ARTICLE 6 - MANAGEMENT RIGHTS:**

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

**ARTICLE 7 - UNION SECURITY:**

7.01 The Employer shall deduct from the wages due to every employee in these Bargaining Units an amount equal to the regular dues of the Union commencing with the month following the month in which the employee commenced work as an employee.

7.02 Employees who are Union members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

7.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

7.04 (a) The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union prior to the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated Official.

(b) The monthly payment of deductions made shall be accompanied by a full list in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employees: name, address, telephone number (if available), department, work location, seniority date, the amounts deducted for NBUPPE dues, pay step and classification, as follows:

- (1) Full-time employees
- (2) Part-time employees
- (3) Temporary or term employees
- (4) Seasonal employees
- (5) Casual employees

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

(c) The Employer shall advise the Union, on a monthly basis, of the names of any full-time and part-time employees in the Bargaining Unit whose employment has been terminated and the reason for the termination and also of the names of any newly hired full-time and part-time employees.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular 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. The parties agree that no more than one (1) change in dues will be processed during any calendar year.

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

7.07 Except as set out in 7.09, the Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

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

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

#### **ARTICLE 8 - COMMUNICATIONS:**

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

TO THE EMPLOYER:                    Executive Director, Employee Relations Services  
Department of Finance and Treasury Board  
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 Agreement

(a) The Employer shall make the Agreement available electronically in both official languages to all members of the Union.

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

(c) This Agreement shall be printed in both English and French and shall be official in both languages. However, if a discrepancy of the interpretation or wording arises between the English and French versions, the language in which the Collective Agreement was negotiated shall prevail.

8.04 The Employer shall ensure that the Union receives a copy of any new or revised policies which affect the terms and conditions of employment of the employees subject to this Agreement. Any such policies may be referred to the Provincial Employer-Employee Relations Committee.

**ARTICLE 9 - NO DISCRIMINATION:**

9.01 The parties agree that there shall be no discrimination, restriction, or coercion exercised or practised with respect to the Union, the employees, the Employer and its Agents.

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

**ARTICLE 10 - STRIKES AND LOCKOUTS:**

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

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

11.01 Within thirty days of the signing of this Agreement there shall be constituted a joint committee known as the Provincial Employer-Employee Relations Committee. The Committee shall be comprised of members of the negotiating team for each party. Every reasonable effort will be made to ensure continuity of team members during the life of the current Collective Agreement.

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 to the parties.

11.03 A meeting of the Committee shall be convened by the parties within ten (10) working 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 ten (10) working 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. Every attempt shall be made to submit appropriate leave forms at least five (5) working days prior to scheduled absence(s) under this Article.

**ARTICLE 12 - GRIEVANCE PROCEDURE:**

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the Supervisor, without



prejudice to the employee or Employer, 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 aggrieved by the interpretation or application in respect 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 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 (1): Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present a grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the grievance was presented to the immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two (2).

STEP TWO (2): Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One (1), the employee may present a grievance in writing at the second level of the grievance process either by personal service or by mailing by registered mail, to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or satisfactory settlement of the grievance from the person designated by the Employer as the second level in the grievance procedure within ten (10) working days from the date on which the grievance was presented at the second level, the employee may proceed to Step Three (3).

STEP THREE (3): Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two (2), the employee may present a grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at levels one (1) and two (2) and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the grievance within fifteen (15) working days from the date on which the grievance was presented at the final level, the employee may refer the grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which a reply should have been received from the person designated as the final level.

STEP	EMPLOYEE'S TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND
FIRST	Within 20 working days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	Within 10 working days from receipt of written grievance
SECOND (where such a level is established)	Within 10 working days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	Within 10 working days from receipt of written grievance
THIRD	Within 10 working days from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05.	Person designated by the Employer	Within 15 working days from receipt of written grievance

Note: If a discrepancy in the interpretation of wording arises between this grievance chart and the corresponding grievance language, the language shall prevail.

12.03 In any case where the employee presents a complaint pursuant to 12.01 or a grievance pursuant to 12.02, in person or in any case in which a hearing is held on a 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 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.

12.07 Any matter giving rise to a dispute between the Union and the Employer shall be processed at step three (3) of the grievance procedure within twenty (20) days of the knowledge of the occurrence thereof. Should the matter not be settled the Union may refer its differences pursuant to Section 92(1) of the *Public Service Labour Relations Act*.

12.08 The Employer may present a grievance, within twenty (20) days of the knowledge of the occurrence thereof, pursuant to Section 92(1) of the Public Service Labour Relations Act by forwarding written notice by registered mail or personal service to the President, N.B.U.P.P.E.

**ARTICLE 13 - ADJUDICATION:**

13.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

- (a) the interpretation or application in respect of a provision of a Collective Agreement or an Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the grievance has not been dealt with satisfactorily, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

13.02 Where a grievance that may be presented by the employee to Adjudication is a grievance relating to the interpretation or application of a provision of a Collective Agreement or an Arbitral Award, to them, the employee is not entitled to refer the grievance to Adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

- (a) its approval of the reference of the grievance to Adjudication; and
- (b) by willingness to represent the employee in the Adjudication proceedings.

13.03 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege as may be determined appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

13.04 An Adjudicator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

**ARTICLE 14 - DISCIPLINE:**

14.01 An employee may be disciplined by oral or written reprimand, suspension with pay, suspension without pay, financial penalty, or discharge.

- 14.02 (a) No employee who has completed the probationary period shall be disciplined except for just cause.
- (b) Disciplinary action resulting in the issuance of an oral or written reprimand, or suspension with pay, cannot be referred to Adjudication.

(c) Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which the employee works during which time the employee shall continue to be paid. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's personnel file.

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

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

14.05 An employee who alleges discipline by suspension without pay or discharge in violation of clause 14.02 may, within twenty (20) days of the date of the discipline imposed, invoke the grievance procedure including

Adjudication as set out in this Agreement and for the purposes of a grievance alleging violation of clause 14.02, shall lodge the grievance at the final level of the grievance procedure.

14.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which the employee alleges have been contravened by the Employer. The consideration of the grievance, including Adjudication, shall be limited to such Article or Articles, which the employee has so alleged to have been contravened in the 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 into the former position without loss of seniority or any other benefit which would have accrued if the employee had not been suspended or discharged. One of the benefits which shall not be lost is the regular pay during the period of suspension or discharge, which shall be paid at the end of the next complete pay period following reinstatement.

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

14.09 For the purposes of this Article 14, there shall be only one (1) official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the Employer, and, if requested, while accompanied by a representative of the Union, an opportunity to read all documents relating to the assessment of the employee's conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

14.10 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months of work (not including inactive seasonal periods or leaves, paid or unpaid, for any reason in excess of four (4) consecutive weeks) following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

14.11 Where the Employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 14.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option and within reasonable time limits, arrange to have a Union representative attend the meeting.

## **ARTICLE 15 - SENIORITY:**

15.01 (a) Seniority shall be the amount of continuous service of an employee in the Bargaining Units.

(b) For the purposes of Article 15.01 (a), and provided that such service is with one (1) of the Bargaining Units after September 8, 2015, continuous service of an employee in Part 1 of the Public Service September 8, 2015 shall be considered continuous service of an employee in the Bargaining Units.

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

15.03 Casual Seniority

Seniority for casual employees shall be the number of hours of service in casual employment, excluding overtime, in the Bargaining units. Service will only include hours actually worked by the casual employee.

If a casual employees is subsequently appointed to a position in the Bargaining group, such person, after having completed their probationary period in the position, shall have their seniority dated back to the date of hiring

in the Bargaining Group on a casual basis, provided the person has not had a break in service for more than twelve (12) months.

A casual employee shall lose their seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of casual employees and shall make this list available to the Union during January of each year.

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

- (a) the employee is on approved leave of absence;
- (b) the employee is absent from work while drawing Workers' Compensation Benefits;
- (c) the employee has been discharged or suspended without pay and reinstated; or
- (d) the employee is laid off for a period not in excess of twelve months.

15.05 An employee who:

- (a) is on approved leave of absence without pay which exceeds one-half (½) the number of working days in any month;
- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage;
- (d) as a seasonal employee is on inactive status; or
- (e) is laid off;

shall maintain but not accumulate seniority during such period.

15.06 The Employer shall prepare a list of employees and shall make this list available to the Union during January of each year. The list shall include the classification, commencement date and amount of seniority accumulated for each employee. A copy shall be posted in the workplace.

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

16.01 Where the Employer decides to fill a vacant position, the position shall be filled in accordance with the *Civil Service Act* and Regulations where applicable.

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically. Such notice shall be posted for ten (10) working days or until the competition closing date, whichever is greater.

#### **ARTICLE 17 - LAYOFF AND RECALL:**

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

17.02 In the event of a layoff, the Union and Employer shall meet and discuss the appropriate manner of effecting this layoff, including what displacements, if any, will occur and what recall rights the affected employee(s) may have.

17.03 (a) In the event of layoff, and where qualifications and ability are equal reverse seniority shall apply to layoffs; that is, employees with less seniority holding a certain classification or lower classification in the classification series shall be laid off before employees with greater seniority holding that classification, provided that, in the case of an employee holding the lower classification in the series being laid off, the employee with greater seniority is willing to move to the lower classification job and rate of pay and has the qualifications and ability to perform the duties of the position.

(b) The unit of operation for this Article shall be:

- (i) the Bargaining Unit,
- (ii) the Department or Agency (by Region or District)
- (iii) the classification series, or classification where no series exists.

(c) An employee identified for layoff following the operation of 17.03 (a) and (b), above, shall be given the option to either displace the least senior employee within the same classification in a position for which they are qualified in the Bargaining Unit within the Department or Agency or accept layoff.

17.04 In the event of layoff casual and temporary persons shall be laid off first.

17.05 The provisions of this Article shall also apply to all employees in all Departments or Agencies covered by this Collective Agreement.

17.06 Subject to Section 63(2) of the *Public Service Labour Relations Act*, employees shall be recalled in the reverse order that they were laid off. Recall shall be subject to the employee having the qualifications and ability to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to hiring of new persons, in other classifications if they are qualified and able to perform the work available.

17.07 The parties of this Agreement acknowledge that the provisions of this Article are subject to and intended to be in accordance with the *Civil Service Act* and Regulations and the rights and protections with respect to layoff are applicable to those employees who have attained Civil Service Status.

17.08 The parties recognize that pursuant to Section 63(2) of the *Public Service Labour Relations Act* that where a conflict occurs between the provisions of this Article and the *Civil Service Act*, the *Civil Service Act* shall prevail.

## **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, or of employment.

18.02 (a) The regular hours of work for employees in the Unit shall be thirty-six and one-quarter (36 ¼) per week exclusive of lunch period, five (5) days per week. For full-time employees, the regular hours of work are further defined as seven and one-quarter (7 ¼) per day.

(b) Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-quarter (36 ¼) hour workweek. Problems arising from flexible work schedules shall be addressed in the forum of Provincial Employer-Employee Relations Committee meetings.

18.03 (a) Employees shall normally be scheduled to complete their hours of work between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

(b) Notwithstanding clause 18.02 above, the regular hours of work for employees performing the duties of Provincial Mobile Communication Center Operators, Highway Safety Enforcement Officers and Highway Safety Enforcement Sergeants shall be based on a forty (40) hour workweek. However, for the purposes of calculating overtime compensation per Article 19.03, the “regular rate” for:

i) Provincial Mobile Communication Center Operators, shall mean the applicable bi-weekly rate Schedule A divided by 72.5, and

ii) Highway Safety Enforcement Officers and Highway Safety Enforcement Sergeants shall mean the applicable bi-weekly rate Schedule B divided by 80.

18.04 Where an employee is required to complete the regular hours of work outside the hours of 08:00 a.m. and 05:00 p.m. Monday to Friday inclusive, the Employer shall provide the employee with a schedule of the workdays so as to keep the employee informed of the workdays a minimum of fourteen (14) days in advance of any change taking place.

(a) Investigators’ regular hours of work may be scheduled outside the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive, without fourteen (14) days’ notice, with the mutual consent of the employee and their supervisor.

18.05 There shall be no split shifts scheduled.

18.06 An employee may take two (2) ten (10) minute rest breaks each day and, where operational requirements permit, at a time chosen by the employee.

18.07 The parties through the Provincial Employer-Employee Relations Committee may mutually agree to a compressed workweek shift schedule for certain employees. The manner in which leaves and other benefits for employees working the compressed workweek are to be treated will also be settled by the Provincial Employer-Employee Relations Committee and will be subject to mutual Agreement of the parties. Any Agreement to work a compressed workweek may be terminated by either party upon eight (8) weeks notice.

18.08 Where employees are assigned to work a shift schedule:

(a) The shift and days of work for each employee shall be provided to employees included in the schedule so that the employees will be aware of their shift and days of work at least fourteen (14) calendar days in advance.

(b) An employee may exchange an employee’s scheduled day or days off with another employee provided permission is given by the supervisor and that the exchange does not involve the payment of overtime by the Employer.

(c) Shift periods shall be rotated fairly amongst employees where operational requirements permit.

18.09 The Employer may schedule employees to work hours other than those specified in Article 18.02 and 18.04, which hours may include Saturday and Sunday work. However, in such cases the Employer shall provide the employees with an hours of work schedule that will keep them informed of their hours of work twenty-eight (28) days in advance at all times except in the Duplicating Services Division when the Legislative Assembly is in session where the employee will be informed of the employee’s hours of work seven (7) days in advance at all times. Employees shall not be required to work more than one (1) shift in a twenty-four (24) hour period and shifts shall be eight (8) consecutive hours in length, including a forty-five (45) minute lunch break. The lunch break may be taken at a location other than the work site. Within a shift cycle consisting of fourteen (14) consecutive twenty-four (24) hour periods, an employee shall be scheduled at least one (1) forty-eight (48) consecutive hours off. (Office, Data Processing Duplicating Equipment Operation only.)

18.10 Notwithstanding the above, the Employer shall have the right to change an employee's schedule when operational requirements make it necessary to do so. However, the Employer shall consult with any employees affected by any schedule change before making the change. (Office, Data Processing Duplicating Equipment Operation only.)

18.11 (a) The Employer will make every reasonable effort to schedule two (2) weekends off in every four (4). (Office, Data Processing Duplicating Equipment Operation only.)

(b) A weekend shall be defined as a period of forty-eight (48) hours commencing on or before 8:00 a.m. Saturday. (Office, Data Processing Duplicating Equipment Operation only.)

18.12 (a) Notwithstanding any clauses in Article 18 above, the parties to this Agreement may negotiate hours of work other than those specified in 18.02(a), 18.03(a) and 18.04 as per operational requirements for various operations. The said hours shall be mutually agreed and ratified by the majority vote of the employees affected. If, after twenty-one (21) calendar days from the notification of a proposed change, no agreement is reached, the matter may be referred to the Provincial Employer-Employee Relations Committee.

(b) The Provincial Employer-Employee Relations Committee shall hear the dispute under Article 18.12 (a) and render its decision within ten (10) working days of the dispute being brought to the Committee.

(c) Notwithstanding any clauses in this Agreement, when agreement cannot be reached under Article 18.12 (b), the Employer shall have the right to implement a work schedule five (5) working days after the Provincial Employer-Employee Relations Committee has not been able to reach a decision.

(d) Subsequent changes to hours of work, other than those specified in 18.02(a), 18.03(a), and 18.04, due to operational requirements, following a decision of the Provincial Committee, may be subject to the process outlined in (a), (b), and (c) above.

18.13 For employees in the Health Services Division of Service New Brunswick classifications listed in the Transfer Agreement at the end of this Collective Agreement, the regular hours of work for full-time employees is thirty-seven and a half (37 ½) hours per week, exclusive of lunch periods, in accordance with section 5 (Hours of Work) of the Transfer Agreement.

#### **ARTICLE 19 - OVERTIME:**

19.01 (a) All hours worked in excess of the regular hours as defined in Article 18 shall be considered overtime.

i) For employees in the Health Services Division of Service New Brunswick classifications listed in the Transfer Agreement at the end of this Collective Agreement, the overtime provisions are in accordance with section 9 (Overtime) of the Transfer Agreement.

(b) Where a full-time employee is provided with a schedule of workdays as provided in clause 18.04 hereof, any hours worked other than those stipulated in such schedule, shall be considered overtime for that employee.

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

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

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

(a) one and one-half (1 ½) times the employee's regular hourly rate for an overtime hour worked, or

(b) straight time off (one (1) hour off for an overtime hour worked) plus one-half (½) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one-half (1 ½) off.



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

19.06 Where the Employer decides to assign overtime work to members of these Bargaining Units, such overtime shall be offered, subject to considerations of operational efficiency, as equitably as possible among qualified employees.

#### **ARTICLE 20 - PREMIUM PAY:**

##### 20.01 Shift Differential

(a) Where, because of operational requirements, the hours of work for employees in the Bargaining Unit are scheduled on a rotating or irregular basis, the employees shall be paid a shift differential for any shift worked that is inconsistent with the daily hours of work established from time to time for office employees.

(b) The Employer shall pay a shift differential of \$4.35 per shift to employees where the majority of hours worked on the shift fall between 5:00 p.m. of one (1) day and 8:00 a.m. of the following day.

##### 20.02 Weekend Premium

Where an employee is scheduled to work weekend shifts, a weekend premium of one (1) dollar and twenty-five cents (\$1.25) per hour shall be paid of all hours worked on any shift where the majority of hours on that shift fall between 23:00 hours Friday to 24:00 hours Sunday. The weekend premium shall not be paid to employees who receive overtime pay for that shift.

20.03 Standby and Callback (Deputy Sheriff, Deputy Sheriff Sergeant, Highway Safety Enforcement Officer, Highway Safety Enforcement Sergeant, employees assigned coroner-related work, Office, Data Processing and Duplicating Equipment Operation and Desktop Publishers who are employees of the Queen's Printer and employees assigned to the Serum Depot only.)

(a) "Stand-by" means any period of time outside of the regular scheduled working hours during which, on the instruction of management, an employee is required to be available for work.

(b) "Callback" means any period of time when an employee works as a result of being called back to work, as prescribed by the Employer, outside of the employee's scheduled working hours.

(c) An employee shall not be required to be on stand-by duty on the employee's days off unless previously scheduled or otherwise mutually agreed.

(d) An employee who is scheduled for stand-by duty shall be available during the employee's period of stand-by at a known telephone number, which is of no greater distance from the employee's place of work than the employee's normal place of residence. If called such an employee must report for work as quickly as possible. No compensation shall be paid for the total period of stand-by if the employee is unable to report for work as required.

(e) An employee on stand-by shall be compensated at the rate of \$2.00 per hour for each hour of stand-by.

(f) Where an employee is on stand-by duty and is called back to work, the employee shall be paid a minimum of two (2) hours' pay to a maximum of eight (8) hours' pay at the overtime rate during any eight (8) hour period.

(g) Employees not on stand-by duty who are called back to work shall be compensated for a minimum of three (3) hours' pay at the overtime rate for each callback.

(h) Telephone work - When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for one (1) hour at the overtime rate or the actual time worked at the overtime rate,

whichever is greater. Such compensation shall not be claimed more than once during an eight (8) hour period. Telephone calls that result in a callback are exempt from this Article. An off-duty employee not on standby who uses the telephone to provide a service required by the Employer, shall be paid for the actual time worked at the overtime rate.

(i) Where an employee during the employee's vacation period is required at the request of management to appear in Court, at a Coroner's Inquest or return to regular duties in case of an emergency, the employee shall be compensated for a minimum of three (3) hours' pay at the overtime rate and shall be granted equivalent time off.

(j) The duties of an employee required to be performed from time to time in excess and outside of the regular working hours but not normally subject to specific callback by the Employer, whether performed while on stand-by or otherwise, shall not be considered "callback" under this Article and shall be compensated as per Article 19 of the Collective Agreement. (Deputy Sheriff, Deputy Sheriff Sergeant, employees assigned coroner-related work, Highway Safety Enforcement Officer and Highway Safety Enforcement Sergeant only.)

20.04 Where an employee is called back to work after leaving, the employee will be compensated for actual taxi fare paid by the employee for travel from the employee's place of residence to the employee's work location and return but not to exceed \$10.00 for the round trip;

OR

An amount that is equal to the actual taxi fare from the employee's place of residence to the employee's work location and return, for the use of a privately owned vehicle, but not to exceed \$10.00 for the round trip. (Office, Data Processing and Duplicating Equipment Operation only)

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

21.01 (a) The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule "A" or Schedule "B" which form part of this Agreement.

(b) Notwithstanding 21.01(a) above, newly hired employees may be paid at 80% of the pay rate for the applicable classification during their probationary period. This probationary rate shall apply only to the initial six (6) month probationary period.

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

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

21.04 Anniversary Dates:

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

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

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

21.05 Merit Increases:

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

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

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

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

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

(f) The number of merit increase pay increments granted for part-time or seasonal employees should be pro-rated or delayed in relation to length or work periods. Merit increase pay increments for part-time employees shall be determined in accordance with Article 33.03.

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

(h) It is understood by the parties that clause 14.11 does not apply to scheduled work planning and review or performance appraisal meetings.

21.06 Rate of Pay on Promotion, Demotion, Transfer

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

(b) Where an employee 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 reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which 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 the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.

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

(f) Where an employee has received acting pay for a period of more than twelve (12) consecutive months and is appointed to the same position on a regular basis without interruption between their acting assignment and their

regular appointment, the increase upon appointment will be calculated based on the acting rate of pay and a promotional increase as defined in 21.06(a).

21.07 Acting Pay

(a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.

(b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one-half (½) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

(c) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.

(d) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.

(e) Where an employee classified as a Deputy Sheriff is assigned, in addition to regular duties, responsibility for assisting the Sheriff in the supervision and administration of district operation such employee shall be eligible to receive a responsibility allowance equal to four (4) pay increments above the employee's regular rate of pay during the period of assignment. (Deputy Sheriff only.)

21.08 Re-earnable Increments

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

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

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

(d) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one (1) time, based on the amount and duration of the increment authorized.

21.09 The Travel Regulations as amended by the Treasury Board from time to time shall apply.

**ARTICLE 22 - HOLIDAYS:**

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

(a) New Year's Day;

(b) Family Day;

(c) Good Friday;

(d) Easter Monday;

(e) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of Sovereign;

(f) Canada Day;

(g) New Brunswick Day;

(h) Labour Day;

- (i) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day;
- (m) any other day duly proclaimed as a provincial or National holiday.

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

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

22.02 In order to receive holiday pay, an employee must have worked the scheduled workday before and the scheduled workday after the holiday, unless the employee was on authorized leave with pay. Article 22.01 shall not apply to an employee during any period the employee is on authorized leave of absence without pay in excess of five (5) working days, is absent without leave, or is under suspension.

22.03 (a) Employees who are scheduled to work December 24, and/or December 27 will be granted those days off with no loss of pay. No vacation or lieu days are required to be used for these two (2) days. No lieu days will be granted to those employees who are scheduled to work on December 25 and/or December 26. They will have those days off with no loss of pay. (Highway Safety Enforcement Officers and Highway Safety Enforcemenet Sergeants only.)

(b) For those employees who are scheduled “off” on December 25 and/or December 26, they will be entitled to lieu days. These are the only days for which lieu days will be granted during the Christmas period. The employees who are scheduled “off” on December 24 and /or December 27 will be considered to have these days off as normal days of rest. (Highway Safety Enforcement Officers and Highway Safety Enforcemenet Sergeants only.)

22.04 Where a holiday other than Christmas or Boxing Day occurs on an employee's regular day off, and that employee is not required to work, that employee’s holiday shall be rescheduled.

22.05 Where an employee is required to work on a holiday, pursuant to clause 22.01 or on a day off which was rescheduled pursuant to 22.04 above, such employee shall have the option of:

(a) being compensated for the hours worked at the overtime rate in addition to that day’s pay pursuant to 22.01; or

(b) being compensated for the hours worked at one and one-half (1 ½) times time off in addition to that day’s pay pursuant to 22.01.

22.06 Employees working the compressed workweek shall have their holidays as listed in clause 22.01(a) pro-rated on the basis of: for every three (3) holidays to which an employee is eligible they shall be given two (2) days off with pay.

**ARTICLE 23 - VACATIONS:**

23.01 Length of Vacation:

(a) employees who have completed fewer than eight (8) years of continuous service shall be entitled to annual vacation with pay calculated at the rate of one and one-quarter (1 ¼) or 1.25 days for each calendar month of service, for a total of 15 days per year.

(b) employees who have completed eight (8) years but fewer than (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and two-thirds ( $1 \frac{2}{3}$ ) or 1.666 days for each calendar month of service, for a total of 20 days per year.

(c) employees who have completed sixteen (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and three-quarters ( $1 \frac{3}{4}$ ) or 1.75 days per calendar month of service, for a total of 21 days per year;

(d) employees who have completed seventeen (17) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of 1.833 days per calendar month of service, for a total of 22 days per year;

(e) employees who have completed eighteen (18) years of continuous service shall be entitled thereafter to an annual vacation with pay calculated at the rate of 1.916 days per calendar month of service, for a total of 23 days per year;

(f) employees who have completed nineteen (19) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of two (2) days per calendar month of service, for a total of 24 days per year;

(g) employees who have completed twenty (20) or more years of continuous service shall be entitled to annual vacation with pay calculated at the rate of two and one-twelfth ( $2 \frac{1}{12}$ ) or 2.083 days per calendar month of service, for a total of 25 days per year.

23.02 Subject to clause 23.03, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits the following month.

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

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

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

(c) for days on which the employee is on casual with pay granted pursuant to the terms of this Agreement;

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

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

23.05 Vacation shall be taken at a time authorized by the Employer, and where operational requirements permit, at the time requested by the employee, subject to Article 23.10.

23.06 Vacations shall not be cumulative from year to year, however, vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to November 1<sup>st</sup> of the year in which the employee ordinarily would take the vacation sought to be carried forward.

Where the employee's vacation has not been used up in one (1) year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may have been earned and not taken in the previous years, provided they were carried over.

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

23.08 An employee whose employment is terminated for any reason shall be paid with the employee's final pay an amount of money equivalent to any vacation which may have accrued to the employee's benefit in accordance with Article 23.01 above.

23.09 If one of the holidays referred to in Article 22 (Holidays) falls on or is observed during an employee's vacation period, the employee shall be granted an additional day's vacation in lieu of such holiday.

23.10 (a) Where operational requirements permit, in the office or work unit of the Bargaining Units, preference in vacation scheduling for vacation requests for full week periods shall be given to those employees with greater seniority except in circumstances described in paragraph (b).

(b) Where operational requirements permit, preferences in vacation scheduling during the two (2) summer months when primary and secondary schools are not in session, shall be given to allow those employees with school age children, sixteen (16) years and under, at least two (2) consecutive weeks during this period. Preferences under this clause shall be given to employees with greater seniority. An employee granted vacation preferences pursuant to 23.10 (b) shall not be eligible for any further preference during the same year. The following scheduling preference applies:

(i) Employees who apply under Article 23.10(b) will be given preference for at least two (2) consecutive weeks from any remaining available weeks in the office or work unit's vacation schedule following the assignment of vacation preference by seniority in Article 23.10 (a) above. If two (2) or more employees apply under Article 23.10 (b), preferences shall be given based on seniority.

(ii) If consecutive unassigned weeks are unavailable in the office or work unit's vacation schedule, employees who apply under Article 23.10 (b) will be assigned at least two (2) consecutive weeks from weeks previously assigned in Article 23.10 (a), starting with the weeks previously assigned to the least senior employee(s) who are not eligible for Article 23.10 (b).

(c) Employees wishing to exercise vacation preference under Articles 23.10 (a) for vacation falling between January 1 and May 31 shall indicate preference in writing on or before November 1 of the preceding year. The Employer shall provide a written decision on this request by December 1.

(d) Employees wishing to exercise vacation preference under Articles 23.10 (a) and (b) for vacation falling between June 1 and December 31 shall indicate such preference in writing on or before April 1. The Employer shall provide a written decision on this request by May 1.

(e) This Article does not apply to vacation carried forward as per Article 23.06.

(f) After determining preferences for full week periods of vacations pursuant to Articles 23.10 (a) and (b), employees' whose vacation requests are for less than full week periods will be determined based on seniority pursuant to (c) and (d). All other vacation requests will be approved based on operational requirements.

23.11 An employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off with pay up to a maximum of seven and one-quarter (7 ¼) hours.

#### **ARTICLE 24 - SICK LEAVE:**

24.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1¼) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

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

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

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

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

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

24.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave shall be deducted in one-quarter (1/4) day increments. Absence on sick leave for less than one-quarter (1/4) day may be deducted as one-quarter (1/4) day; absence for more than one-quarter (1/4) day but less than one-half (1/2) day may be deducted as one-half (1/2) day; absence of more than one-half (1/2) day but less than three-quarter (3/4) day; may be deducted as three-quarter (3/4) day; absence of more than three-quarter (3/4) day but less than one (1) full day may be deducted as one (1) full day.

24.07 An individual employee may be required by the Employer to produce a Doctor's certificate for any period of absence in excess of three (3) consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the Department may issue to him a standing directive that requires him to submit a medical certificate for any period of absence for which sick leave is claimed.

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

24.09 Where a deduction from salary is to be made pursuant to clause 24.07 hereof, the employee is to be so informed in writing as soon as possible and the deduction shall be made if possible within sixty (60) days.

24.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

24.11 Where the employment of an employee who has been granted advanced sick leave in accordance with clause 24.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to the employee that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

24.12 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 the employee's vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at time of illness.



**ARTICLE 25 - MATERNITY LEAVE, CHILD CARE LEAVE, ADOPTION LEAVE:**

25.01 An employee on maternity leave may apply and receive the benefit of the maternity provisions of the *Employment Insurance Act*, as amended from time to time.

25.02 An employee requesting maternity leave shall submit the required Request for Leave Form accompanied by a medical certificate to the Employer at least fifteen (15) weeks prior to the anticipated delivery date.

25.03 Duration of Leave - Maternity leave shall commence six (6) weeks before the anticipated delivery date unless granted earlier than six (6) weeks or deferred. The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform their duties. A medical certificate may be required. Maternity leave shall expire not later than eleven (11) weeks after delivery date unless the six (6) weeks they were entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the eleven (11) weeks after the delivery date.

25.04 Return to Work - 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. Such employee shall be placed in their previously held classification at their work location (city, town or village).

25.05 Supplementary Unemployment Benefit Plan:

- (a) An employee with one (1) year’s seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a supplementary leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, as described in the table below:

	<u>When</u>	<u>Then</u>
17 weeks	<u>While on maternity leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> <li>• <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 25.05 (b)</u></li> </ul>
	<u>While on maternity leave, during the next fifteen (15) continuous weeks</u>	<ul style="list-style-type: none"> <li>• <u>the employee receives EI benefits;</u></li> <li>• <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> <li>• <u>the standard EI benefit rate the employee is receiving,</u></li> <li><u>and</u></li> <li>• <u>75% of the employee’s regular rate of pay.</u></li> </ul> </li> </ul>
	<u>While on childcare leave, during the first week of childcare leave only.</u>	<ul style="list-style-type: none"> <li>• <u>the employee receives EI benefits;</u></li> <li>• <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> <li>• <u>the standard EI benefit rate the employee is receiving,</u></li> <li><u>and</u></li> <li>• <u>75% of the employee’s regular rate of pay.</u></li> </ul> </li> </ul> <p><u>There is no supplementary leave allowance beyond the first week of childcare leave.</u></p>
17 weeks	<u>While on adoption leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> <li>• <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per 25.05(b)</u></li> </ul>
	<u>While on adoption leave, during the next sixteen (16) continuous weeks</u>	<ul style="list-style-type: none"> <li>• <u>the employee receives EI benefits</u></li> <li>• <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> <li>• <u>the standard EI benefit rate the employee is receiving,</u></li> <li><u>and</u></li> <li>• <u>75% of the employee’s regular rate of pay.</u></li> </ul> </li> </ul>

Note: Where the employee is in receipt of extended EI benefits, the payments will be equivalent to the difference between the weekly standard EI benefit rate and 75% of regular rate of pay. Leave income will not be calculated based on an extended EI benefit rate should the employee elect the extended leave option.

(b) Payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and seventy five percent (75%) of their regular rate of pay at the time maternity leave or adoption leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been received during this period.

25.06 “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.

25.07 An applicant under Clause 25.05 above shall return to work and remain in the Employer’s employ for a period of at least six (6) months after their 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 supplementary leave allowance on a pro rata basis.

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

25.09 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 25.03

25.10 During the period of up to seventeen (17) weeks only specified in 25.03 hereof:

(a) an employee continues to earn seniority and continuous service credits.

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

25.11 An employee granted extended maternity leave pursuant to Clause 25.09 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

25.12 An employee on Maternity leave shall continue to accrue entitlements for vacation purposes. An employee maintains but does not accrue sick leave or vacation leave credits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

25.13 When an employee on maternity leave wishes to return to work earlier than provided for under 25.03, they 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 their request.

25.14 Subject to Article 25.09 an employee on maternity leave who does not return to work at the expiry of their maternity leave shall be considered to have resigned their position.

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

25.16 Child Care Leave and Adoption Leave:

(a) An employee who is the natural or adoptive parent shall be granted upon request in writing, child care leave or adoption leave without pay for a period up to sixty-two (62) weeks.

(b) The sixty-two (62) week of leave referred to in 25.16(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

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

(d) If the other parent intends to take child care leave, they shall give a minimum of six (6) weeks' written notice to the Employer of a commencement date and duration of the leave.

(e) For the adoptive parents, such adoption shall be requested as soon as possible to the commencement of the leave.

(f) If both parents are employees, the sixty-two (62) week child care leave or adoption leave may be taken by one (1) parent or shared by the two (2) parents, provided the combined leave period does not exceed sixty-two (62) weeks.

(g) An employee returning to work from child care leave or adoption leave shall be reinstated to their previously held position at a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to the departure on leave. If the employee's previously held position has been affected by layoff, the provisions of Article 17 shall apply.

(h) During the period of child care leave or adoption leave up to sixty-two (62) weeks only specified in clause 25.16 (a) thereto:

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

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave or adoption leave requested in clause 25.16(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans continue contributions including those of the Employer during such extended leave period. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

25.17 Subject to clause 25.16(a) above, an employee on child care leave or adoption leave who does not return to work at the expiry of such leave shall be considered to have resigned their position.

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

25.19 Should both parents be employed with the Public Service of New Brunswick, the leave may be shared between parents; however, only one (1) parent at a time will be eligible to receive Supplemental Unemployment Benefit Plan benefits as applicable in Article 25.05.

**ARTICLE 26 - BEREAVEMENT LEAVE:**

26.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one (1) of which shall be the day of the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 26.05.

For clarification purposes of the Article, spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of more than one (1) year and has been publicly represented as the employee's common-law partner.

26.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one (1) of which shall be the day of the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 26.05.

26.03 An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece or nephew, without loss of pay for a maximum of two (2) consecutive calendar days, one (1) of which shall be the date of the funeral, memorial service, other commemorative gathering, burial or interment.

26.04 An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse without loss of pay, for a maximum of one (1) calendar day and must be the date to attend one (1) of these: the funeral, memorial service, other commemorative gathering, burial or interment.

26.05 An employee may be granted a maximum of an additional three (3) calendar days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral, memorial service, other commemorative gathering, burial or interment of any relative set out in this Article or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

26.06 Pallbearer Leave

One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travelling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

26.07 If the burial or interment does not immediately follow the funeral, memorial service, other commemorative gathering, the employee may request in writing to use one (1) of the days of leave without loss of regular pay available under 26.01-26.03 at a later date to attend the burial or interment.

**ARTICLE 27 - COURT LEAVE:**

27.01 A Deputy Head shall grant leave with pay to an employee who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
  - (i) in or under the authority of a court of justice;
  - (ii) before a court, judge, or coroner;
  - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
  - (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

27.03 Paid court leave shall not be granted:

(a) to an employee when the court or similar proceedings have been initiated by himself;

(b) to an employee to attend court or similar proceedings to which the employee is made a party and which are not associated with the employee's employment;

(c) to an employee on leave of absence without pay or suspension.

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

#### **ARTICLE 28 - EDUCATIONAL LEAVE:**

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

#### **ARTICLE 29 - LEAVE FOR UNION BUSINESS:**

29.01 Meetings During the Grievance Process

(a) Liaison Officers

(i) The Employer recognizes the functions of the Liaison Officer will include servicing complaints or grievances on behalf of the members of the Bargaining Unit.

(ii) The Employer recognizes the functions of the Liaison Officer may include receiving, from the Employer, information regarding Employer policies, which affect employees.

(b) The Union will inform the Employer in writing of the name of the Liaison Officer(s) in each workplace and provide an update from time to time.

29.02 Liaison Officers shall be entitled to leave their jobs to perform their functions referred in 29.01(a) with their supervisors' permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay will give their supervisor a reasonable explanation of their absence. Employees shall not suffer a loss of regular pay while attending to these duties.

29.03 (a) The Employer agrees to acquaint new employees who are performing Bargaining Unit work with the fact that a Collective Agreement is in effect and to introduce a new employee to their Liaison Officer.

(b) If the Liaison Officer ordinarily works in the same workplace as a new employee, the Employer shall grant the Liaison Officer reasonable time, to a maximum of thirty (30) minutes, to introduce the new employee to the union. In the case of multiple new employees in the Liaison Officer's workplace, the Liaison Officer will make all reasonable attempts to meet with the new employees as a group, in which case the total time of the meeting will not exceed thirty (30) minutes. The introduction of new employees will occur when operational requirements permit.

29.04 An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance.

29.05 Liaison Officer's Training Courses

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees who exercise the authority of a Liaison Officer on behalf of the Union to undertake training related to the duties of a Liaison Officer. The Employer will maintain the salary and benefits of the employee during such leave of absence. The Union agrees to reimburse the Employer for the employee's compensation for such leave including salary, benefits and Employer's share of such benefits. The Union will prepare a list of employees who are liaison officers, updated from time to time, and shall provide same to the Employer throughout the year. This list shall include the employee's name, classification, department and location.

29.06 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;
- (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 the hearing.

29.07 (a) Employee who acts as a Representative

Where an employee is representing an employee who has presented a grievance, at a meeting with the Employer, the employee will be granted, where operational requirements permit, time off with pay.

(b) Grievance Investigations

Where an employee has asked for or is obliged to be represented by the Union 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 their region and leave without pay when it takes place outside their region.

29.08 Contract Negotiations and Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees for the purpose of attending such meetings. The Employer will maintain the salary and benefits of the employee during such leave of absence. The Union agrees to reimburse the Employer for the employee's compensation for such leave including salary, benefits and Employer's share of such benefits.

29.09 Meetings Between 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.

29.10 Union Executive Council Meetings, Annual General Meetings and Conventions

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

29.11 The Union President

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

- (i) at least sixty (60) days' notice of intention to return to work shall be given to the Employer;
- (ii) the employee shall be returned to their previously held position. If the position is not available in their former workplace, they shall be placed in a comparable position in the same department. The first available vacancy in their former workplace in their same classification and same employment status will be awarded to the employee without the necessity of posting;
- (iii) any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;
- (iv) during the period of the leave the employee may, if permissible under the relevant plan, continue their contributions and, as well, pay those of the Employer;
- (v) the employee's seniority shall continue to accrue.

**ARTICLE 30 - OTHER LEAVES OF ABSENCE:**

30.01 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 the employee's job in order to write the examination or attend the competition, the employee shall not suffer any loss of pay or break in service for the time absent from the job.

30.02 Conference Assignment

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

30.03 Leave for Other Reasons

At the discretion of the Employer, special leave with pay may be granted:

- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
- (b) when circumstances not directly attributable to the employee prevent their reporting for duty, and
- (c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

Such leave shall not be unreasonably withheld or unreasonably requested.

30.04 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.

30.05 Employees in the Bargaining Unit shall have the right to apply for compassionate care leave without pay subject to the provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

30.06 (a) Subject to 30.06(b), if an employee makes every reasonable effort to report on time for their regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, and the workplace is not closed, all time missed must be made up:

- (i) by the application of vacation credits, accumulated overtime, or a reduction in pay; or
- (ii) where operational requirements permit, at a time approved by the Employer.

(b) If an employee is not more than two (2) hours late for their regularly scheduled shift because of a storm or hazardous road conditions, and has made every reasonable effort to report on time, the employee shall suffer no loss of pay for that shift and will not be required to make up the time.

(c) If the Employer sends the employee home due to a storm or hazardous weather conditions, no time is to be made up and no salary will be lost.

(d) An employee who is unable to come in to work despite all reasonable efforts must notify the Employer prior to the start of their shift unless circumstances prevent them from so doing.

**ARTICLE 31 - HEALTH AND SAFETY:**

31.01 Where the Employer requires an employee to wear safety apparel and equipment or uniform clothing, the Employer shall supply at the Employer's expense, all required apparel and equipment or uniform clothing save and except that which is of a personal nature.

31.02 Current practices in regard to uniform clothing issued employees in the Clerical and Regulatory Group will continue with flexibility to change items of issue in consultation with employees.

31.03 The Employer shall provide summer issue uniform clothing in the spring and winter uniform clothing in the fall of each year. (Clerical and Regulatory Group only.)

31.04 The Employer agrees to clean and replace uniform clothing in accordance with current practices. (Clerical and Regulatory Group only.)

31.05 No one who is a member of the Health and Safety Committee established pursuant to the *Occupational Health and Safety Act* shall suffer any loss of regular pay or benefit for time spent attending meetings of the Health and Safety Committee.

31.06 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Both the Employer and the Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

**ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS:**

32.01 Health Plan

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of Health Plan. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.



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

#### 32.02 Dental Plan

The Employer shall pay fifty percent (50%) of the cost of a basic Dental Plan, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

#### 32.03 Injured on Duty

All of the persons in the Unit shall be covered by the provisions of the *Workers' Compensation Act*, of the Province of New Brunswick.

An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the Worksafe NB during the employee's period of total temporary disability. For the purpose of this Article, where the Worksafe NB benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Worksafe NB benefits.

This Article does not apply to M.O.R.E. Services Inc. This agency is on a Worksafe NB premium payment basis which was in effect prior to January 15, 1995.

#### 32.04 Group Life Insurance and Long Term Disability Insurance

(a) The group life insurance coverage shall be as determined by the plan accepted by the Standing Committee on Insured Benefits.

(b) Accidental Death and Dismemberment coverage is provided to the employee and/or their eligible family members on a voluntary basis, and at the employee's cost.

(c) The Long Term Disability plan shall be as determined by the plan accepted by the Committee for Long Term Disability Plan.

#### 32.05 Retirement Allowance

(a) Subject to the limitations in 32.05 (c)(d) and 32.06 below, when an employee with a continuous service date falling before March 31, 2016 and continuous service of five (5) years or more, who elected a retirement allowance deferral, dies, retires due to disability or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial year of service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked on relation to the hours normally worked by a full-time employee.

- (b) An employee who "retires" is one who retires
- (i) at age fifty-five (55) (or later), or
  - (ii) due to disability, or
  - (iii) is granted under the New Brunswick Public Service Pension Plan
    - an annual allowance (an actuarially reduced pension); or
    - an immediate pension.

(c) Where an employee with a continuous service date falling before March 31, 2016, who elected a retirement allowance deferral, dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, the employee's beneficiary, or estate as the case may be.

- (d) The retirement allowance was discontinued March 31, 2016 as follows:
- (i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.
  - (ii) Employees with a continuous service date falling before March 31, 2016, who elected a retirement allowance deferral, shall retain the full years and partial years of continuous service accumulated up to March 31, 2016 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2016 for the purpose of calculating the retirement allowance.
- (e) For the purposes of Article 32.05, an employee who was deemed to have deferred their retirement allowance per Article 32.06 (e) of the previous Agreement that expired on March 31, 2019 shall continue to be considered an employee who has been deemed to have deferred their payment until retirement and as such shall be considered an employee who elected a retirement allowance deferral.

#### 32.06 Payment of Retirement Allowance

(a) Deferred lump sum payment: 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 March 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. At the written request of an employee, payment of the deferred retirement allowance in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one (1) payment in each of the two (2) taxation years.

(b) An employee who selected and received an immediate lump sum payment under Article 32.06 (a) (i) of the previous Agreement that expired March 31, 2019 will not be eligible for any further retirement allowance payment at their retirement.

#### 32.07 Layoff Allowance

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

(b) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date they were laid off, to the employee, their beneficiary, or estate as the case may be.

### **ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS:**

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

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance
- (v) threshold for vacation entitlement
- (vi) statutory holidays.

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

33.02 Notwithstanding Article 22, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off the holiday is not rescheduled nor is the part-time employee otherwise compensated.

33.03 Notwithstanding Article 21.05, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

33.05 Part-time employees who do not qualify for the New Brunswick Public Service Pension Plan may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from Employer and employee up to 4.5%.

#### **ARTICLE 34 - CASUAL RECALL:**

34.01 Subject to the availability of work and section 17(3) of the *Civil Service Act*, a casual employee whose casual work period has ended shall be eligible for recall to casual work in the Bargaining Unit, provided the following:

- The employee's work performance and attendance record have been satisfactory, and
- The employee possesses the requisite qualifications (including language proficiency, education and work experience), and
- The employee is readily available to perform such work, and
- The employee has worked a minimum of three hundred and fifty (350) hours with the recalling Department or Agency (by Region or District), and
- The employee must have made their interest in further employment known, in writing, to the Department or Agency. The Employer shall advise the casual employee of this requirement at the end of the casual work period, and
- The casual employee is not prevented from completing the casual assignment due to limitations of section 17(3) of the *Civil Service Act*, where applicable.

Eligible casual employees with seniority in the Bargaining Unit will be offered casual work prior to such work being offered to any individual without seniority in the Bargaining Unit.

34.02 This Article applies to all casual employees, including those with less than six (6) months continuous service, and applies equally to seniority earned under Article 15 and seniority earned under the Letter of Agreement Re Terms and Conditions of Employment for casual employees Employed for less than Six (6) Continuous Months.

34.03 This Article does not apply to recall to seasonal casual work for casual employees who have been employed for less than six (6) continuous months as such recall is covered by the Letter of Agreement Re: Terms and Conditions of Employment for casual employees Employed for less than Six (6) Continuous Months.

#### **ARTICLE 35 – SERVICE NEW BRUNSWICK BANK DEPOSITS**

35.01 Except in exceptional circumstances, bank deposits for Service New Brunswick will be made during daylight hours.

**ARTICLE 36 – SECONDMENT:**

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

**ARTICLE 37 – PORTABILITY:**

37.01 Upon appointment to Part I from Parts II, III or IV of the Public Service, providing no break in service of more than 45 days has occurred, an employee is entitled to:

- (a) transfer unused sick leave credits to a maximum of 240 days credit;
- (b) transfer unused vacation leave credits or to take cash in lieu, at the employee's option;
- (c) 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) transfer accumulated pension credits to any other pension plan that is applicable upon becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

**ARTICLE 38 - TECHNOLOGICAL CHANGE:**

38.01 Technological change means the introduction of equipment or material of a different technical nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

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

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

(b) When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit(s), the Employer agrees to notify the Union 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. The written notice will provide the following information:

- (i) the nature and degree of changes;
- (ii) the anticipated date or dates on which the Employer plans to effect change.
- (iii) the location or locations involved, and when possible,
- (iv) the approximate number, classification and, location of employees likely to be effected by the change; and
- (v) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

38.03 If, as a result of a change in technology, the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee.

38.04 If, after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. Should technological change result in layoff of an employee, the affected employee shall be laid off in accordance with the layoff provisions of this Agreement.

#### **ARTICLE 39 - MERGER AND AMALGAMATION:**

39.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the Bargaining Unit, the Employer agrees to notify in writing the employees and the Union at least one hundred and twenty calendar (120) days in advance of the implementation of such change.

39.02 Discussion will commence between the parties within ten (10) days of such notice. The Employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the Bargaining Unit. Any employee affected by such take over shall be offered alternate employment, if available with their present Employer or another institution, agency or department covered by this Agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this Agreement.

39.03 Where a new operation is planned to replace an existing one, current employees will be given preference in filling available positions provided they have the ability, qualifications and skills to do the work.

39.04 If as a result of a merger or amalgamation the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during hours of work whenever possible. Any training due to merger and amalgamation shall be at the Employer's expense without loss of pay to the employee.

39.05 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the layoff provisions of this Agreement.

#### **ARTICLE 40 - DURATION, TERMINATION AND RETROACTIVITY:**

40.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect for a term beginning April 1, 2019, and ending March 31, 2024, 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 six (6) months prior to the expiration date of this Agreement or any renewal thereof.

40.02 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*.

40.03 The Parties agree that retroactivity shall be paid on wages only at straight time rate for all paid hours. All other changes from the previous Agreement shall take effect from date of signing of this Agreement unless otherwise stated in the Agreement.

IN WITNESS WHEREOF, the parties have signed this 21 day of June, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves

Hon. Mary Wilson

Hon. Bill Hogan

Nada Sarkis

Lise Blackmore

Larry Williams

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FOR THE UNION:

Susie Proulx-Daigle

Kristin Roy

Theresa Bird

Denise Richard

Kevin Langlais

Kelly Hamill

Sylvia Melanson

Andrée B. Sirois

Mark Harrigan

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**SCHEDULE A: ADMINISTRATIVE SERVICES**

SCHEDULE A - 72.5 HRS																										
ADMINISTRATIVE SERVICES																										
EFFECTIVE APRIL 1, 2019																										
2.00%																										
																		Control				Re-Earnable				
																		Point Max				Increment				
CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	
Administrative Level 1	1140	1154	1168	1182	1200	1213	1224	1238	1250	1264	1279	1295	1311	1327	1341	1357	1374	1393	1414	1432	1451					
Administrative Level 2	1311	1324	1337	1350	1363	1379	1396	1412	1426	1445	1462	1479	1496	1514	1534	1552	1571	1590	1611	1634	1658					
Administrative Level 3	1501	1522	1538	1556	1571	1586	1607	1629	1653	1674	1692	1712	1732	1753	1775	1796	1821	1844	1870	1893	1917					
Administrative Level 4	1677	1697	1715	1742	1762	1785	1804	1825	1844	1870	1893	1917	1938	1961	1985	2010	2037	2062	2090	2117	2141					
Administrative Level 5	1887	1908	1932	1951	1972	1998	2027	2049	2078	2104	2130	2154	2179	2205	2235	2262	2291	2323	2349	2377	2405	2434	2467	2499	2532	

**SCHEDULE A - 72.5 HRS  
ADMINISTRATIVE SERVICES  
EFFECTIVE APRIL 1, 2020**

**2.00%**

CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control		Re-Earnable								
																	Point Max		Increment								
Administrative Level 1	1163	1177	1191	1206	1224	1237	1248	1263	1275	1289	1305	1321	1337	1354	1368	1384		1401	1421	1442	1461	1480					
Administrative Level 2	1337	1350	1364	1377	1390	1407	1424	1440	1455	1474	1491	1509	1526	1544	1565	1583		1602	1622	1643	1667	1691					
Administrative Level 3	1531	1552	1569	1587	1602	1618	1639	1662	1686	1707	1726	1746	1767	1788	1811	1832		1857	1881	1907	1931	1955					
Administrative Level 4	1711	1731	1749	1777	1797	1821	1840	1862	1881	1907	1931	1955	1977	2000	2025	2050		2078	2103	2132	2159	2184					
Administrative Level 5	1925	1946	1971	1990	2011	2038	2068	2090	2120	2146	2173	2197	2223	2249	2280	2307		2337	2369	2396	2425	2453	2483	2516	2549	2583	



**SCHEDULE A - 72.5 HRS  
ADMINISTRATIVE SERVICES  
EFFECTIVE APRIL 1, 2021**

**2.00%**

																		<b>Control Point Max</b>				<b>Re-Earnable Increment</b>
<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	
Administrative Level 1	1186	1201	1215	1230	1248	1262	1273	1288	1301	1315	1331	1347	1364	1381	1395	1412	1429	1449	1471	1490	1510	
Administrative Level 2	1364	1377	1391	1405	1418	1435	1452	1469	1484	1503	1521	1539	1557	1575	1596	1615	1634	1654	1676	1700	1725	
Administrative Level 3	1562	1583	1600	1619	1634	1650	1672	1695	1720	1741	1761	1781	1802	1824	1847	1869	1894	1919	1945	1970	1994	
Administrative Level 4	1745	1766	1784	1813	1833	1857	1877	1899	1919	1945	1970	1994	2017	2040	2066	2091	2120	2145	2175	2202	2228	
Administrative Level 5	1964	1985	2010	2030	2051	2079	2109	2132	2162	2189	2216	2241	2267	2294	2326	2353	2384	2416	2444	2474	2502	

**SCHEDULE A - 72.5 HRS  
ADMINISTRATIVE SERVICES  
EFFECTIVE APRIL 1, 2022**

**2.00%**

																	<b>Control Point Max</b>				<b>Re-Earnable Increment</b>
<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
Administrative Level 1	1210	1225	1239	1255	1273	1287	1298	1314	1327	1341	1358	1374	1391	1409	1423	1440	1458	1478	1500	1520	1540
Administrative Level 2	1391	1405	1419	1433	1446	1464	1481	1498	1514	1533	1551	1570	1588	1607	1628	1647	1667	1687	1710	1734	1760
Administrative Level 3	1593	1615	1632	1651	1667	1683	1705	1729	1754	1776	1796	1817	1838	1860	1884	1906	1932	1957	1984	2009	2034
Administrative Level 4	1780	1801	1820	1849	1870	1894	1915	1937	1957	1984	2009	2034	2057	2081	2107	2133	2162	2188	2219	2246	2273
Administrative Level 5	2003	2025	2050	2071	2092	2121	2151	2175	2205	2233	2260	2286	2312	2340	2373	2400	2432	2464	2493	2523	2552

**SCHEDULE A - 72.5 HRS  
ADMINISTRATIVE SERVICES  
EFFECTIVE APRIL 1, 2023**

**2.00%**

																		<b>Control Point Max</b>				<b>Re-Earnable Increment</b>
<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	
Administrative Level 1	1234	1250	1264	1280	1298	1313	1324	1340	1354	1368	1385	1401	1419	1437	1451	1469	1487	1508	1530	1550	1571	
Administrative Level 2	1419	1433	1447	1462	1475	1493	1511	1528	1544	1564	1582	1601	1620	1639	1661	1680	1700	1721	1744	1769	1795	
Administrative Level 3	1625	1647	1665	1684	1700	1717	1739	1764	1789	1812	1832	1853	1875	1897	1922	1944	1971	1996	2024	2049	2075	
Administrative Level 4	1816	1837	1856	1886	1907	1932	1953	1976	1996	2024	2049	2075	2098	2123	2149	2176	2205	2232	2263	2291	2318	
Administrative Level 5	2043	2066	2091	2112	2134	2163	2194	2219	2249	2278	2305	2332	2358	2387	2420	2448	2481	2513	2543	2573	2603	

**SCHEDULE B: ENFORCEMENT**

SCHEDULE B - ENFORCEMENT																					
EFFECTIVE OCTOBER 1, 2020																					
8% ADJUSTMENT																					
CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Deputy Sheriff 1	<b>1444</b>																				
Deputy Sheriff 2	1653	1676	<b>1695</b>																		
Deputy Sheriff 3	1848	1869	1889	1919	1941	1967	1987	2011	2031	2060	2085	2111	2135	2160	2187	2214	<b>2244</b>	2271	2303	2332	2359
Deputy Sheriff Sergeant	2079	2102	2129	2149	2172	2201	2233	2257	2290	2318	2347	2373	2401	2429	2462	2492	<b>2524</b>	2559	2588	2619	2649
Highway Safety Enforcement Officer (80 hrs)	2294	2319	2349	2371	2397	2429	2464	2490	2527	2558	2590	2618	2649	2680	2717	2750	<b>2785</b>	2824	2856	2890	2923
Highway Safety Enforcement Sergeant (80 hrs)	<b>2923</b>	2959	2998	3038	3079																
Investigator*	2466	2494	2527	2556	2586	2614	2647	2681	2713	2744	2778	2811	2844	2875	2912	2946	<b>2985</b>	3022	3055	3089	3126

\*Investigators moved from MNU to ASL effective December 17th, 2020  
 Pay Step noted in **bold** is the control point maximum. Final step is the discretionary maximum.

SCHEDULE B - ENFORCEMENT																					
EFFECTIVE FEBRUARY 3, 2021																					
CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Deputy Sheriff 1	<b>1653</b>																				
Deputy Sheriff 2	1848	1869	<b>1889</b>																		
Deputy Sheriff 3	2079	2102	2129	2149	2172	2201	2233	2257	2290	2318	2347	2373	2401	2429	2462	2492	<b>2524</b>	2559	2588	2619	2649
Deputy Sheriff Sergeant	<b>2649</b>	2682	2717	2753	2790																
Highway Safety Enforcement Officer (80 hrs)	2294	2319	2349	2371	2397	2429	2464	2490	2527	2558	2590	2618	2649	2680	2717	2750	<b>2785</b>	2824	2856	2890	2923
Highway Safety Enforcement Sergeant (80 hrs)	<b>2923</b>	2959	2998	3038	3079																
Investigator	2466	2494	2527	2556	2586	2614	2647	2681	2713	2744	2778	2811	2844	2875	2912	2946	<b>2985</b>	3022	3055	3089	3126

Pay Step noted in **bold** is the control point maximum. Final step is the discretionary maximum.

**SCHEDULE B - ENFORCEMENT**

**EFFECTIVE APRIL 1, 2021**

**2.00%**

CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Deputy Sheriff 1	<b>1686</b>																				
Deputy Sheriff 2	1885	1906	<b>1927</b>																		
Deputy Sheriff 3	2121	2144	2172	2192	2215	2245	2278	2302	2336	2364	2394	2420	2449	2478	2511	2542	<b>2574</b>	2610	2640	2671	2702
Deputy Sheriff Sergeant	<b>2702</b>	2736	2771	2808	2846																
Highway Safety Enforcement Officer (80 hrs)	2340	2366	2397	2419	2444	2477	2514	2540	2578	2609	2642	2670	2702	2734	2771	2805	<b>2840</b>	2880	2913	2947	2982
Highway Safety Enforcement Sergeant (80 hrs)	<b>2982</b>	3019	3058	3098	3140																
Investigator	2515	2544	2578	2607	2638	2666	2700	2735	2767	2799	2834	2867	2901	2933	2970	3005	<b>3045</b>	3082	3116	3151	3189

Pay Step noted in **bold** is the control point maximum. Final step is the discretionary maximum.

**SCHEDULE B - ENFORCEMENT**

**EFFECTIVE APRIL 1, 2022**

**2.00%**

CLASSIFICATION	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
Deputy Sheriff 1	<b>1720</b>																				
Deputy Sheriff 2	1923	1944	<b>1966</b>																		
Deputy Sheriff 3	2163	2187	2215	2236	2259	2290	2324	2348	2383	2411	2442	2468	2498	2528	2561	2593	<b>2625</b>	2662	2693	2724	2756
Deputy Sheriff Sergeant	<b>2756</b>	2791	2826	2864	2903																
Highway Safety Enforcement Officer (80 hrs)	2387	2413	2444	2467	2493	2527	2564	2591	2630	2660	2695	2723	2756	2790	2826	2861	<b>2897</b>	2937	2972	3006	3041
Highway Safety Enforcement Sergeant (80 hrs)	<b>3041</b>	3080	3118	3160	3203																
Investigator	2565	2595	2630	2659	2691	2719	2754	2790	2822	2855	2891	2924	2959	2992	3029	3065	<b>3106</b>	3144	3178	3214	3253

Pay Step noted in **bold** is the control point maximum. Final step is the discretionary maximum.

**SCHEDULE B - ENFORCEMENT**

**EFFECTIVE APRIL 1, 2023**

**2.00%**

<b>CLASSIFICATION</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>
<b>Deputy Sheriff 1</b>	<b>1754</b>																				
<b>Deputy Sheriff 2</b>	1961	1983	<b>2005</b>																		
<b>Deputy Sheriff 3</b>	2206	2231	2259	2281	2304	2336	2370	2395	2431	2459	2491	2517	2548	2579	2612	2645	<b>2678</b>	2715	2747	2778	2811
<b>Deputy Sheriff Sergeant</b>	<b>2811</b>	2847	2883	2921	2961																
<b>Highway Safety Enforcement Officer (80 hrs)</b>	2434	2462	2493	2517	2542	2578	2615	2643	2682	2713	2749	2777	2812	2846	2882	2919	<b>2955</b>	2996	3031	3065	3102
<b>Highway Safety Enforcement Sergeant (80 hrs)</b>	<b>3102</b>	3142	3181	3223	3267																
<b>Investigator</b>	2616	2647	2683	2712	2745	2773	2809	2846	2878	2912	2949	2982	3018	3052	3090	3126	<b>3168</b>	3207	3242	3278	3318

Pay Step noted in **bold** is the control point maximum. Final step is the discretionary maximum.

## **SCHEDULE C – 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 Schedule D 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 Directive.
- .06 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.
- (2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:
- (a) Leave of absence with pay for the purpose of writing examinations,
  - (b) Payment of the expenses of writing the examinations;
  - (c) Payment of travelling expenses in accordance with the Travel Regulations.

.07 (1) An employee may be granted long term educational leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

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

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

.08 (1) An employee may be granted special educational leave when selected by Government to attend Ecole Nationale D'administration, Ecole 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 Regulations.
- (c) Other agreed upon expenses directly related to the course or training.



**SCHEDULE D - FINANCIAL ASSISTANCE FOR EDUCATIONAL LEAVE**

The following tables are intended for use as a guidelines 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 (3) 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 Treasury Board 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.

**Table 1: Points Guide**

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

**Table 2: Percent (%) of salary associated with points**

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

**LETTER OF AGREEMENT  
HIGHWAY SAFETY ENFORCEMENT OFFICERS AND HIGHWAY SAFETY ENFORCEMENT  
SERGEANTS WHO POSSESS AND MAINTAIN COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA)  
LEVEL I CERTIFICATION**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

Re: Highway Safety Enforcement Officers and Highway Safety Enforcement Sergeants who possess and maintain Commercial Vehicle Safety Alliance (CVSA) Level I certification.

The Employer agrees to pay a flat rate of \$84.00 bi-weekly to those employees (Highway Safety Enforcement Officers and Highway Safety Enforcement Sergeants) who possess and maintain Commercial Vehicle Safety Alliance (CVSA) Level I certification perform CVSA Level I inspections. This additional compensation will be paid on a bi-weekly basis while the CVSA Level I certification is maintained and used. Employees who are no longer CVSA Level I certified will immediately cease to be eligible for this additional compensation. This additional compensation is not considered to be part of base pay and is therefore not eligible for, nor should be included in, calculations for overtime, pension, retirement allowance, benefits, or any other salary-based supplemental pay or benefit.

Effective on the date of signing of the current Collective Agreement, the flat rate of \$84.00 bi-weekly will increase by the same percentage and at the same time as the general economic increase (GEI) applicable to the wages in Schedule B.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

Lise Blackmore

Kevin Langlais

Larry Williams

Kelly Hamill

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Sylvia Melanson

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Andrée B. Sirois

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Mark Harrigan

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**LETTER OF AGREEMENT  
PREMIUM FOR THOSE EMPLOYEES ASSIGNED AND PERFORMING CORONER-RELATED WORK**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Premium for those employees assigned and performing coroner-related work**

The Employer agrees to pay a flat rate of \$84.00 bi-weekly to those employees who are assigned and are performing coroner-related work. This additional premium will be paid on a bi-weekly basis while the coroner-related work is being performed. Employees who cease to be assigned or who are no longer performing coroner-related work, either as determined by the Employer or at the employee's request, will immediately cease to be eligible for this additional premium, effective the next bi-weekly pay period following the date of notification by either the Employer or the employee. This additional premium is not considered to be part of base pay and is therefore not eligible for, nor should be included in, calculations for overtime, pension, retirement allowance, benefits, or any other salary-based supplemental pay or benefit.

Effective on the date of signing of the current Collective Agreement, the flat rate of \$84.00 bi-weekly will increase by the same percentage and at the same time as the general economic increase (GEI) applicable to the wages in Schedule A.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves

Hon. Mary Wilson

Hon. Bill Hogan

Nada Sarkis

Lise Blackmore

Larry Williams

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FOR THE UNION:

Susie Proulx-Daigle

Kristin Roy

Theresa Bird

Denise Richard

Kevin Langlais

Kelly Hamill

Sylvia Melanson

Andrée B. Sirois

Mark Harrigan

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**LETTER OF INTENT  
HARASSMENT IN THE WORKPLACE**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Harassment in the Workplace**

It is hereby agreed and understood that both the Employer and the Union are committed to maintaining a working environment free from harassment and abuse as defined in the Treasury Board Workplace Harassment Policy.

It is further understood that both parties, as well as the employees, have an obligation under the Policy to work together to prevent harassment and to attempt to recognize and resolve such problems should they arise. Where feasible, informal resolution is encouraged.

An employee lodging a complaint under this Policy may request the assistance of a Union representative.

IN WITNESS WHEREOF, the parties have signed this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

Lise Blackmore

Kevin Langlais

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Sylvia Melanson

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Andrée B. Sirois

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Mark Harrigan

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**LETTER OF UNDERSTANDING**  
**REQUIRED TRAVEL FOR PART-TIME EMPLOYEES WITHIN SERVICE NEW BRUNSWICK**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA**  
**PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Required Travel for part-time employees within Service New Brunswick**

The Parties agree that when a part-time employee in Service New Brunswick is required by the Employer to report to work in a location other than their normal place of work, they shall be compensated for mileage in accordance with the rules set out in the New Brunswick Travel Directive.

Dated at Fredericton 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

Lise Blackmore

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Andrée B. Sirois

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Mark Harrigan

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**LETTER OF INTENT**  
**PERSONAL LIABILITY PROTECTION**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA**  
**PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Personal Liability Protection**

The Parties agree to refer issues related to Personal Liability Protection to the Provincial Employer-Employee Relations Committee. Specifically, the Committee will review the comprehensiveness of the coverage available in the Province's Personal Liability Protection Policy in consultation with the appropriate departments.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

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Mark Harrigan

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**LETTER OF UNDERSTANDING**  
**VOLUNTARY WORK REDUCTION**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA**  
**PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Voluntary Work Reduction**

The Parties agree that the provisions for Early to Mid Career Voluntary Work Reduction and Pre-Retirement Work Reduction in Policy AD-2253 (Alternate Work Arrangements) last updated May 2020 apply to employees covered under this Collective Agreement.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

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Mark Harrigan

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**LETTER OF AGREEMENT  
HOLIDAY ENTITLEMENT FOR PART-TIME EMPLOYEES WITH THE NEW BRUNSWICK PUBLIC  
LIBRARY SERVICE**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Holiday Entitlement for Part-time Employees with the New Brunswick Public Library Service**

The Parties recognize the value of bringing equity to all part-time employees within the New Brunswick Public Library Service (NBPLS) with respect to holiday entitlement. The Parties agree to compensate part-time employees employed with the NBPLS according to the terms of this Letter of Agreement.

Notwithstanding Article 33.02 of the Collective Agreement between the Parties, the Employer shall compensate part-time employees employed with the NBPLS for holidays other than Christmas and Boxing Day which fall on the employee's regular day off by paying such employees holiday pay for those holidays. The employee must meet the criteria of Article 22.02 of the Collective Agreement in order to receive holiday pay for any given holiday. The amount of holiday pay for any given holiday shall be based on each employee's average daily earnings (excluding overtime). This calculation takes into account all hours worked (excluding overtime) in the thirty (30) days immediately before the holiday. The employees will not be entitled to reschedule days off in lieu of those holidays.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

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Andrée B. Sirois

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Mark Harrigan

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**LETTER OF AGREEMENT  
CASUALS EMPLOYED FOR LESS THAN SIX (6) CONTINUOUS MONTHS**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Terms and Conditions of Employment for Casuals Employed for less than Six (6) Continuous Months**

**Status of Employment**

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

As per the above, it is understood that casual employees who have been employed for less than six (6) continuous months do not hold permanent employment within the Public Service.

**Seniority**

Seniority for casual employees who have been employed for less than six (6) continuous months shall be the number of hours of service in casual employment, excluding overtime, in Part I of the Public Service from June 17, 2010. Service will only include hours actually worked by the Casual Employee.

A casual employees who has been employed for less than six (6) continuous months shall lose their seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of casual employees and shall make this list available to the Union during January of each year.

**Seasonal Recall**

Subject to the availability of work, a casual employees who has been employed for less than six (6) continuous months is eligible for recall to seasonal casual work for which they were previously employed. Recall shall be based on seniority and satisfactory work performance. Where the Employer determines that more than one (1) Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference for seasonal recall.

**Rate of Pay**

A Casual Employee who has been employed for less than six (6) continuous months shall be paid at the highest of the following rates:

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

The rate of pay for a casual employees who has been employed for less than six (6) continuous months may be higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

At the time of hiring, the Employer will consider previous experience within the same type of job with a Part I Department or Agency to determine the appropriate pay step to which the minimum 80% rate will apply.

### **Overtime**

- (a) All hours worked in a week in excess of forty-four (44) hours shall be considered overtime hours and shall be compensated at one and one-half (1 ½) times the employee's regular rate of pay.
- (b) Any Department or Agency, or region, district or office thereof, with a current overtime practice whereby hours worked in a week in excess of either thirty-six and one-quarter (36.25) or forty (40) are considered overtime for casual employees employed for less than six (6) continuous months shall continue such practice notwithstanding (a), above.

### **Holidays**

The eight (8) public holidays are New Year's Day, Family Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one (1) of those days under the *Employment Standards Act*.

A Casual Employee who has been employed for less than (6) six continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

### **Vacation**

In addition to the applicable rate of pay:

- (a) Casual employees who have been employed for less than six (6) continuous months and have less than eight (8) 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) Casual employees who have been employed for less than six (6) continuous months who have eight (8) 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.

### **Sick Leave**

- a) A casual employee with less than six (6) continuous months of employment, who works regular scheduled hours (i.e. not working on a sporadic or supply basis) and who the Employer plans will work beyond six (6) continuous months may be granted advanced paid sick leave based on the planned duration of their casual employment in accordance with the table below. Any advance sick leave credits used will be deducted from the employee's sick leave bank once they start earning sick leave credits after working beyond six (6) continuous months.
  - i) The table below shows the number of advanced paid sick leave days based on the planned duration of casual employment:

<u>Planned duration of continuous employment</u>	<u>Number of paid sick leave days that may be advanced</u>
<u>7 months</u>	<u>1.25</u>
<u>8 months</u>	<u>2.5</u>
<u>9 months</u>	<u>3.75</u>
<u>10 months</u>	<u>5</u>
<u>11 months</u>	<u>6.25</u>
<u>12 months</u>	<u>7.5</u>

For clarity, a casual employee cannot earn more than 7.5 paid sick leave days over their twelve (12) month casual employment.

- b) If a casual employee whose employment is terminated has used more advanced sick leave credits than they earned up to the date of termination, the monetary value of the excess sick leave used will be deducted from the employee's pay.

## **Grievances**

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

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

Article 1 – Definitions

Article 2 – Application of the Agreement

Article 3 – Future legislation and the Collective Agreement

Article 4 – Recognition

Article 5 – Provincial security

Article 6 – Management rights

Article 7 – Union security

Article 8 – Communications

Article 9 – No discrimination

Article 10 – Strikes and Lockouts

Article 11 – Provincial Employer-Employee Relations Committee

Article 13.01(a), 13.03 & 13.04 – Adjudication

Only as it applies to grievances presented with respect to the interpretation, application or administration of any term or condition of employment accorded them under this Letter of Agreement

Article 29.06 & 29.09 – Leave for Union Business

Article 31 – Health and Safety

Article 40 – Duration, Termination and Retroactivity

Letter of Intent – Harassment in the Workplace

Letter of Intent- Personal Liability Protection

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves

Hon. Mary Wilson

Hon. Bill Hogan

Nada Sarkis

Lise Blackmore

Larry Williams

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FOR THE UNION:

Susie Proulx-Daigle

Kristin Roy

Theresa Bird

Denise Richard

Kevin Langlais

Kelly Hamill

Sylvia Melanson

Andrée B. Sirois

Mark Harrigan

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**LETTER OF AGREEMENT**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA  
PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: Deputy Sheriff Positions**

*Preamble: The Union recognizes the Employer's exclusive right to assign duties and classify positions of employees. This Agreement does not in any way diminish these rights.*

The Parties recognize the benefit of keeping new graduates in New Brunswick.

The Parties further recognize the challenges associated with new graduates having the relevant training but not the experience required to qualify for Deputy Sheriff positions.

The Parties intend to resolve this issue by entering into this Agreement which will provide the Employer flexibility to consider and hire candidates with less experience than what is normally required to qualify for the position of Deputy Sheriff. This Agreement will allow the Employer to progress employees through the Deputy Sheriff series as experience on the job is gained.

The Parties agree as follows:

**SERIES PROGRESSION (Deputy Sheriff 1 to 3)**

- a. Competition notices will contain specific language stating consideration will be given to candidates with less experience than is required in the stated qualifications for the position of Deputy Sheriff.
- b. All appointments (i.e. full-time, part-time, temporary-term, term and casual) shall be made at the classification level based on the candidate's training & experience.
- c. Progression shall only occur to the next classification level once the required training and years of experience has been acquired as outlined in the attached Schedule 1 Deputy Sheriff Series Progression. The Classification Review and Appeal Policy (AD\_2301) shall not apply to Deputy Sheriffs classified at the Deputy Sheriff 1 or 2 level.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves \_\_\_\_\_

Hon. Mary Wilson \_\_\_\_\_

Hon. Bill Hogan \_\_\_\_\_

Nada Sarkis \_\_\_\_\_

FOR THE UNION:

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

Kristin Roy \_\_\_\_\_

Theresa Bird \_\_\_\_\_

Denise Richard \_\_\_\_\_

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**Schedule 1**  
**DEPUTY SHERIFF – SERIES PROGRESSION**

<b>Deputy Sheriff</b>	<b>Qualifications*</b>	<b>Step</b>	<b>Progression**</b>
Deputy Sheriff <u>1</u> –	<u>One</u> (1) year relevant training course No experience	<u>1</u>	After <u>one</u> (1) year = <u>Progress to Deputy Sheriff 2</u>
Deputy Sheriff <u>2</u> –	<u>One</u> (1) year relevant training course <u>One</u> (1) year relevant experience	<u>1</u>	After <u>one</u> (1) year = <u>two</u> (2) step merit increase
Deputy Sheriff <u>2</u> –	<u>One</u> (1) year relevant training course <u>Two</u> (2) years relevant experience	<u>3</u>	After <u>one</u> (1) year = <u>Progress to Deputy Sheriff 3</u>
Deputy Sheriff <u>3</u> –	<u>One</u> (1) year relevant training course Over <u>three</u> (3) years relevant experience	1	

\* Equivalencies will be determined by the Employer.

\*\* Progression only occurs if performance requirements are met. Merit increase subject to documented assessment and performance review pursuant to Article 21.05 of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement.

**LETTER OF AGREEMENT**  
**EMPLOYEE INFORMATION PROVIDED TO THE UNION**

**BETWEEN**

**TREASURY BOARD**

**AND**

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

**Re: Employee information provided to the Union**

The parties hereby agree that when the ERP's Fusion single reporting system is implemented, the Article 7.04(b) will be amended to include email address and job title, as follows:

(b) The monthly payment of deductions made shall be accompanied by a full list, in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number (if available), email address, job title, department, work location, seniority date, the amounts deducted for NBUPPE dues, pay step classification, as follows:

- (1) Full-time employees
- (2) Part-time employees
- (3) Temporary or term employees
- (4) Seasonal employees
- (5) Casual employees

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

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

Nada Sarkis

Denise Richard

Lise Blackmore

Kevin Langlais

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Kelly Hamill

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Sylvia Melanson

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Andrée B. Sirois

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Mark Harrigan

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**TRANSFER AGREEMENT**  
**FACILICORPNB EMPLOYEES TRANSFERRED TO SERVICE NEW BRUNSWICK'S HEALTH SERVICES**  
**DIVISION**  
**BETWEEN**  
**TREASURY BOARD**  
**AND**  
**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA**  
**PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: FacilicorpNB employees transferred to Service New Brunswick's Health Services Division**

**PREAMBLE:** *All employees who were previously represented by CUPE 1252 and belonged to the following classifications - 1005, 1006, 1011, 1021, 1035, 1034, 1036, 1051, 1058, 1062, 1070, 1071, 1073, 1078, and who were transferred from FacilicorpNB (Part III) to Service New Brunswick (Part I) ("SNB") or who were subsequently hired into one of these classifications with the Health Services Division of SNB are now included in the New Brunswick Union of Public and Private Employees, Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation, Bargaining Group in Part I, and where the original Transfer Agreement was signed September 30, 2015.*

**1. APPLICATION OF THE ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA PROCESSING AND DUPLICATING EQUIPMENT OPERATION COLLECTIVE AGREEMENT**

Effective October 1, 2015, the terms and conditions of employment for employees working in these classifications within the Health Services Division of SNB are in accordance with the Collective Agreement covering employees in the New Brunswick Union of Public and Private Employees, (Group: Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation) Part I, except for the provisions outlined below.

**2. PAY PERIOD**

Upon transfer to Part I, former FacilicorpNB employees will continue to be paid on the current pay system as will employees who are hired into one of these classification within the Health Services Division of SNB, until such time as they can be integrated into the Part I payroll system. The Employer will provide the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation bargaining groups with thirty (30) days' notice before implementing changes to the pay period for former FacilicorpNB employees.

**3. PENSIONS**

The employee's selection of a pension option which was made on or before December 31, 2015 is irrevocable. Employees are members of one of these pension plans:

- (i) the CUPE-SRP Pension Plan; or
- (ii) the Service Shared Risk Plan (PSSRP) in Part I, if eligible.

An employee who did not notify the Pension and Employee Benefits Division of their selection by January 31, 2016 became a member of the Public Service Shared Risk Plan.

#### **4. SENIORITY**

Former FacilicorpNB employees retained their seniority accumulated in Part III, and may accumulate seniority hours up to a maximum of 1,957.50 hours in any one (1) year. Employees hired into one of these classifications within the Health Services Division of SNB may accumulate seniority hours up to a maximum of the 1,957.50 hours in any one (1) year.

Should an employee who works within the Health Services Division of SNB be appointed to another job or classification in Part 1 outside of the Health Services Division of SNB, they will have their seniority hours converted to a Part 1 equivalency. Therefore, 1,957.50 hours of seniority for the employee covered by this agreement will be considered equal to one (1) year of service in Part 1 and placed on the list accordingly. Therefore, the conversion will be the number of seniority hours divided by 7.50 hours equal to the number of days and placed on the seniority list accordingly.

Employees accumulate seniority in accordance with Article 15 - Seniority of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Collective Agreement.

#### **5. HOURS OF WORK**

5.01 The regular daily hours of work in each shift shall be seven and one-half (7½). The regular weekly hours of work shall be thirty-seven and one-half (37½) averaged over a four (4) week period. Meal periods shall not be considered hours of work.

5.02 Meal periods shall be thirty (30) minutes unless mutually agreed. Any employee who is required to remain at their place of duty during their meal period shall be compensated at the regular rate of pay. Unless otherwise mutually agreed, the meal period of all employees shall not commence until they have completed at least one-half (½) hour's work of their daily shift.

5.03 No employee shall be required to work more than seven (7) consecutive calendar days except as provided under section 9.01 (d) of this Transfer Agreement. As far as possible each employee shall receive two (2) consecutive days off each week. However, no employee shall have these days off split more than once in any four (4) week period unless otherwise mutually agreed.

5.04 (a) In order to provide employees with as many weekends off as possible schedules shall be arranged so as to equally distribute weekends off unless otherwise mutually agreed between the employee and the Hospital. The hospital agrees to make every effort to provide at least one (1) weekend off in three (3).

(b) Within three (3) months of the signing of this agreement, Hospitals which are not granting every third weekend off will review their work schedules. After the expiration of this three (3) month period, if the Union believes it is possible within existing resources, to grant every third weekend off where it is not being granted, the Union shall notify the hospital. The Hospital and Union will meet at the earliest possible date and endeavour to work out a mutually agreeable solution.

5.05 "Work Schedule" means a written statement setting forth the days and shifts upon which employees are normally required to work and the days upon which employees are normally scheduled to be off work. Work schedules shall be posted in the appropriate department at least four (4) weeks in advance.

5.06 The Hospital shall schedule two rest periods of fifteen (15) minutes each during each full shift. An employee who is not scheduled to have a rest break during their regular shift, shall in addition to their regular pay receive an extra payment of one-half time for the rest period not received.

5.07 Rotation from one shift to another shall be rotated as equitably as possible among the employees. Such rotation will not apply to employees hired for permanent evening or night shifts or to those who, by mutual agreement between the employees directly affected and the hospital are assigned to work evening or night shifts. Before concluding such an agreement the Employer shall advise the Union in writing. Once concluded, such agreement can be terminated only by the employer, the incumbent or any of the originally affected employees.

5.08 Except by mutual agreement between the employee and the hospital, time off between rotating shift changes shall not be less than sixteen (16) hours.

5.09 The Hospital agrees to make every effort to eliminate present split shifts where such exist. No new split shifts will be created where none now exist. Employees required against their wishes to work on a shift which is split by an off-duty period in excess of two (2) hours, shall receive a premium for any additional off-duty hours at the rate of \$1.25 per hour.

5.10 Provided sufficient advance notice is given and with the approval of the immediate supervisor, employees may exchange shifts if there is no increase in cost to the hospital. Approval shall not be unreasonably withheld.

5.11 Employees shall not be required to punch a clock at the beginning and end of each shift.

5.12 No employee shall be rotated from one shift to another more than once in any one (1) week unless mutually agreed.

5.13 The changing of Standard time to Daylight saving time or vice-versa, shall not be considered to affect the normal scheduled daily hours of work per week and no overtime or loss of time shall be credited or deducted as a result of such change during the week such change takes place.

## **6. HOLIDAYS**

Article 22 (Holidays) of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement shall apply to employees in these classifications in the Health Services Division. Where an employee is scheduled to work on the 24<sup>th</sup> of December, notwithstanding Article 22.01 (b) of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement, the employee shall be given straight time off in lieu thereof for a full or half day, as the case may be, which shall be taken on a date that is mutually acceptable to the employee and their supervisor.

## **7. LAYOFF AND RECALL**

Article 17 (Layoff and Recall) of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement will apply when there is a lack of work or discontinuance of a function with the following modifications to employees in these classifications within the Health Services Division of SNB. Article 17.03 (b) will be modified as follows:

17.03 (b) The unit of operation for this Article shall be:

- the bargaining unit
- the Department or Agency (by Region, or District or Zone)
- the classification series, or classification where no series exists.

The term "Zone" means one of the following eight (8) regions within FacilicorpNB and now referred to as:

- a. Moncton- Beauséjour (Zone 1B)
- b. Edmundston (Zone 4)
- c. Campbellton (Zone 5)
- d. Bathurst (Zone 6)
- e. Moncton- Southeast (Zone 1SE)
- f. Fredericton (Zone 3)
- g. Saint John (Zone 2)
- h. Miramichi (Zone 7)

## **8. RETIREMENT ALLOWANCE CREDITS**

Credit for years of service with FacilicorpNB are transferred for the purposes of calculating an employee's retirement allowance entitlement in accordance with Article 32.05 (Retirement Allowance) and 32.06 (Payment of Retirement Allowance) of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement.

## **9. OVERTIME**

9.01 Any work performed while

- (a) on vacation;
- (b) on holiday;
- (c) on a scheduled day off;
- (d) in excess of seven (7) consecutive workdays, unless otherwise mutually agreed;
- (e) in excess of the regular hours of work as defined in section 5.01 of this Transfer Agreement;
- (f) on the fourth and subsequent consecutive weekend (Saturday and Sunday) unless otherwise mutually agreed;
- (g) within sixteen (16) hours of a previously worked shift except as provided in section 5.08 of this Transfer Agreement shall constitute overtime and be compensated for in accordance with section 9.05 of this Transfer Agreement.

9.02 When a work schedule is altered within two (2) weeks of a scheduled day, any work performed on that day, at a time not originally scheduled, shall constitute overtime unless:

- (a) the change is made through mutual agreement between the employee and the Hospital; or
- (b) the change was required as a result of the illness, injury, death, compassionate leave, resignation without two (2) weeks' notice, or unapproved absence of another employee. In these cases any work performed, at a time not originally scheduled, and within forty-eight (48) hours of the employee being notified of the change, shall constitute overtime; or
- (c) the change was required to accommodate a request for a leave of absence in accordance with Article 29 of the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement, when two (2) weeks' notice was not given.

9.03 Overtime shall be authorized by the Hospital in advance and in writing if possible.

9.04 Overtime shall be offered as equitably as possible among the employees who are available and who are employed for that type of work.

9.05 Overtime shall be paid at the rate of one and one-half (1½) times the regular rate of pay, or time and one half (1½) off for each of the overtime hours worked. The employee shall choose the method of compensation, however, hours in the overtime bank in excess of 112.5 shall be paid out at least once per fiscal year.

9.06 For the purposes of establishing a basis for calculation of this overtime, consecutive sets of two pay periods must be used. Once the initial calculation has been made in a given calendar year, all pay periods shall be counted and no period shall be counted twice.

9.07 No employee shall be paid overtime more than once for the same hours so worked.

## **10. INJURED ON DUTY**

A former FacilicorpNB employee who is receiving Workers' Compensation benefits at the time of transfer will continue to receive such benefits for the period for which their claim continues to be active. Thereafter new claims will be processed by Service New Brunswick in accordance with Article 32.03 (Injured on Duty) of the Administrative Assistants, Clerical and Regulatory, Office, Data processing and Duplicating equipment operation Collective Agreement.

## **11. SUBSEQUENT POSITIONS**

If an employee covered by this Transfer Agreement applies for and accepts a subsequent position in the Health Services Division of SNB in one of the classifications represented by this Agreement, the employee's rate of pay and terms and conditions of work shall continue to be accordance with this Transfer Agreement.

## **12. CLASSIFICATIONS**

Classifications that were transferred to the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement as follows:

<b><u>Part III Classification</u></b> <b><u>CUPE 1252</u></b>	<b><u>Part I Classification</u></b> <b><u>NBU</u></b>	<b><u>Bargaining</u></b> <b><u>Unit</u></b>
<u>1005- Mailroom Clerk</u>	<u>Administrative Services Level 2</u>	<u>161</u>
<u>1006- Receptionist</u>	<u>Administrative Services Level 2</u>	<u>164</u>
<u>1011- Data Entry Clerk</u>	<u>Administrative Services Level 2</u>	<u>161</u>
<u>1021- Administrative Support (Non-Clinical)</u>	<u>Administrative Services Level 3</u>	<u>164</u>
<u>1034- Senior Accounting Clerk</u>	<u>Administrative Services Level 4</u>	<u>161</u>
<u>1035- Administrative Assistant (Non-Clinical)</u>	<u>Administrative Services Level 3</u>	<u>164</u>
<u>1036- Resource Payroll Clerk</u>	<u>Administrative Services Level 4</u>	<u>161</u>
<u>1051- Inventory Services Agent</u>	<u>Administrative Services Level 3</u>	<u>161</u>
<u>1058-Duplicating Machine Operator</u>	<u>Administrative Services Level 3</u>	<u>165</u>
<u>1062- Mailroom Services Coordinator</u>	<u>Administrative Services Level 3</u>	<u>161</u>
<u>1070- Printing/Duplicating Services Coordinator</u>	<u>Administrative Services Level 3</u>	<u>165</u>
<u>1071- Printing Services Assistant</u>	<u>Administrative Services Level 2</u>	<u>161</u>
<u>1073- Controlled Goods Clerk</u>	<u>Administrative Services Level 3</u>	<u>161</u>
<u>1078- Inventory Services Administrative Support</u>	<u>Administrative Services Level 3</u>	<u>161</u>

## **13. CASUAL EMPLOYEES**

Any casual employees hired to work for the Health Services Division of SNB shall be placed at the appropriate pay step of the Administrative Services hourly wage schedule where the applicable bi-weekly rate in Schedule A is divided by 72.5. This rate shall be considered an all-inclusive rate.

## **14. APPLICABILITY OF TRANSFER AGREEMENT**

This agreement only applies to members of CUPE 1252 who transferred to Service New Brunswick effective October 1, 2015 (See attached: Appendix "A" List of Transferring Employees) and to new employees hired by Service New Brunswick into a position in the Health Services Division in one of the classifications represented by this agreement. The terms and conditions of employment for new employees hired by Service New Brunswick, other than those listed above, subsequent to this transfer shall be in accordance with the Administrative Assistants, Clerical and Regulatory, Office, Data Processing and Duplicating Equipment Operation Collective Agreement.

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves \_\_\_\_\_

Hon. Mary Wilson \_\_\_\_\_

Hon. Bill Hogan \_\_\_\_\_

Nada Sarkis \_\_\_\_\_

Lise Blackmore \_\_\_\_\_

Larry Williams \_\_\_\_\_

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

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Denise Richard \_\_\_\_\_

Kevin Langlais \_\_\_\_\_

Kelly Hamill \_\_\_\_\_

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Sylvia Melanson

Andrée B. Sirois

Mark Harrigan

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**LETTER OF AGREEMENT**  
**ONE-TIME LUMP SUM PAYMENT OF \$500**

**BETWEEN**

**TREASURY BOARD**

**AND**

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**  
**GROUP: ADMINISTRATIVE ASSISTANTS, CLERICAL AND REGULATORY, OFFICE, DATA**  
**PROCESSING AND DUPLICATING EQUIPMENT OPERATION**

**Re: One-Time Lump Sum Payment of \$500**

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

Dated at Fredericton this 21 day of June, 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ernie Steeves

Susie Proulx-Daigle

Hon. Mary Wilson

Kristin Roy

Hon. Bill Hogan

Theresa Bird

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