

**AGREEMENT  
BETWEEN  
TREASURY BOARD  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1190**

**GROUP: GENERAL LABOUR AND TRADES, PART I**

**EXPIRES: December 15, 2022**

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THIS AGREEMENT MADE THIS 15th day of December, 2021.

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

**AND:** CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 1190, hereinafter called the "Union," party of the second part.

**PREAMBLE:**

It is the intention and purpose of the Parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this Agreement.

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

**ARTICLE 1 - DEFINITIONS:**

**1.01** "Union" shall mean the Canadian Union of Public Employees, Local 1190, which is the certified Bargaining Agent of the Unit.

**1.02** "Employer" shall mean Her Majesty in Right of the Province as represented by the Treasury Board and shall include its delegated representatives.

**1.03** "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 002 PS 5c.

**1.04** "Employee" shall mean a person employed by the Employer as defined under the *Public Service Labour Relations Act*, and is covered by this contract. Employees may be subdivided into the following categories:

(a) "Regular employee" is an employee required to work the normal hours of work per week as prescribed in Article 21 on a continuing basis.

(b) "Part-time employee" is an employee who works less than the full work period of a regular employee on a continuing basis.

(c) "Seasonal employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a seasonal Civil Service position.

(d) "Part-time seasonal employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and works less than the full work period of a seasonal employee on a recurring basis and who is appointed on a plan of establishment to a Part-time seasonal Civil Service position.

(e) "Term employee" is an employee employed for a specified period of more than six continuous months on a full-time or part-time basis.

(f) "Casual employee" is

- (i) a person employed on a temporary basis for the following purposes:
  - to respond to a temporary increase in workload; or
  - to replace an absent employee, or

(ii) a person employed on a recurring seasonal basis who is so employed for a continuous period of less than six (6) months and who is not appointed on a plan of establishment to a Seasonal Civil service position.

**1.05** "Apprentice" - a person indentured to a skilled trade whose continued employment is contingent on the satisfactory progress and completion of his apprenticeship.

**1.06** "Abrasive Materials" means materials containing corrosives or is a substance that would abrade the skin or clothes.

**1.07** "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

**1.08** "Day" means calendar day unless otherwise specified.

**1.09** "Deputy Head" means a Deputy Minister or a person designated in writing by the Deputy Minister.

**1.10** (a) "Probationary Period" for persons hired under the *Civil Service Act* is that period of six months actually worked immediately following the date on which that person reports for work; provided that on the expiration of such period of six months the Deputy Head may extend the probationary period for further periods of three months. The total probationary period may not exceed twelve months, and in the case of in-service appointments may be reduced or waived at any time by the Deputy Head.

(b) "Probationary Period" for persons hired in institutions or agencies not subject to the *Civil Service Act* is that period of six months actually worked immediately following the date on which that person reports for work; provided that on the expiration of such six months the Chief Executive Officer may extend the probationary period for further periods of three months. The total probationary period may not exceed twelve months, and may be reduced or waived at any time by the Chief Executive Officer.

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

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

**1.13** "Department Seniority" shall mean the aggregate period(s) of work performed by an employee in this Bargaining Unit in the service of the Employer within a Department or Agency as now or here in after constituted.

**1.14** General Seniority for regular employees shall be the length of continuous service in the employ of the Public Service of the Province of New Brunswick. General seniority for employees other than regular employees shall be pro-rated.

**1.15** Inactive Status is that period of time not worked by a seasonal employee and shall not be considered a layoff. Where a seasonal employee is placed on inactive status, such employee shall not lose his employee status.

**1.16** Shift work means any operation in a Department, Board, Commission or Agency that requires an employee to work any combination of day shift, afternoon shift and evening shift even when shift coverage is required for less than twenty-four hours per day and seven days per week. A person will not be required to work more than five (5) full shifts in a seven (7) day period, but there is one exception - the parties may by mutual agreement make other arrangements.

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

**2.01** This Agreement applies to and is binding on the Union, the Employees, the Employer and its agents.

## **ARTICLE 3 - RECOGNITION:**

**3.01** The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 002 PS 5c applies.

**3.02** Non-Bargaining Unit supervisory personnel who supervise employees in this Bargaining Unit shall not do work normally assigned to members of this Bargaining Unit, except in the case of emergencies.

**ARTICLE 4 - PROVINCIAL SECURITY:**

**4.01** 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 in the interests of the health, safety, or security of the people of New Brunswick.

**ARTICLE 5 - MANAGEMENT RIGHTS:**

**5.01** 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.

**5.02** Without limiting the generality of the foregoing it is agreed that the Employer has the exclusive right to:

(a) hire, transfer employees consistent with operational requirements; discharge, discipline, classify, demote for just cause, promote, and assign employees;

(b) to be the judge of the qualification of employee;

(c) to determine the numbers and jobs of employees required from time to time consistent with proper public service;

(d) to maintain order, discipline, and efficiency; and

(e) to determine schedules, methods, sequences, and locations of operations.

**5.03** The Employer shall exercise its rights consistent with the terms of this Agreement.

**ARTICLE 6 - CHECK OFF OF UNION DUES:**

**6.01** The Employer shall deduct from the wages due every employee an amount equal to the regular monthly dues of the Union.

**6.02** The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union prior to the 15<sup>th</sup> of the month following the month in which the deductions were made. The information contained on the dues deduction list being provided by the Employer shall continue to be provided for the term of this Agreement. The Union will keep the Employer advised of the name and address of its designated official.

**6.03** Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Officials of the Union after which such changed amount shall be the amount to be deducted and so from time to time. Any changes in the dues structure must be made in strict accordance with the Union's Constitution.

**6.04** 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 sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

**6.05** The Employer shall include the sums deducted under this Article on Employees T-4 slips.

**6.06** The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of the Article.

**ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:**

**7.01** In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void, any provisions of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the provision rendered null and void. Should such negotiations fail to achieve Agreement the Parties hereby agree to binding arbitration under the *Public Service Labour Relations Act*.

**7.02** Should any legislation provide greater benefits than the current Collective Agreement, the legislation shall apply.

**ARTICLE 8 - STRIKES AND LOCKOUTS:**

**8.01** The Union hereby agrees that during the term of this Agreement there shall be no strike walkouts, sit-downs, slow-downs, unreasonable absenteeism, or other alleged interferences with the Employer's operations.

**8.02** Participation by an employee in any of the activities listed above shall be grounds for disciplinary action.

**8.03** The Employer agrees that there shall be no lockout during the term of this Agreement.

**ARTICLE 9 - DISCIPLINE:**

**9.01** An employee may not be disciplined except for just cause and the employee shall be informed within ten (10) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within said ten (10) day period.

Failure of the Employer to provide such written reasons for suspension, discharge, or demotions shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension, discharge or demotion took effect to the date the written reason is presented to the employee.

**9.02** Discipline for just cause includes:

- (a) written reprimand;
- (b) demotion resulting from a disciplinary action;
- (c) suspension with or without pay;
- (d) discharge;
- (e) financial penalty resulting from a disciplinary action.

**9.03** A written reprimand or suspension with pay authorized in writing may be administered by an employee's first level of grievance. Suspension without pay, discharge or demotion may be administered by the Deputy Head, Acting Deputy Head, Chief Executive Officer, or Acting Chief Executive of the employee's department, Board, Commission or Agency.

**9.04** Where an employee alleges that he has been suspended, discharged or demoted or suffers a financial penalty in violation of Article 9.01 he may within twenty (20) working days of the date of his suspension, discharge or demotion, or financial penalty invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance he shall lodge his grievance at the final level of the grievance procedure.

**9.05** The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer.

**9.06** Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 9.02, the remedy will be specified by the adjudicator pursuant to Article 15. It is the intention of the parties that where an employee has been disciplined by suspension without pay or by discharge in violation of Article 9.02 the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him.

**9.07** A suspension shall be for a specified period of time not exceeding ten (10) consecutive working days, however, this clause shall apply separately to each incident and cannot be applied concurrently to the same incident.

**9.08** A suspension or discharge shall be effective on the date specified in the notice in writing, by personal service or by certified mail, or by registered mail. The written notice or letter shall state the reason(s) for such suspension or discharge. A copy of such notice or letter shall be sent to the Union.

**9.09** Where, as a result of a formal work review, or a written warning is issued in which the performance or actions of an employee is judged to have been unsatisfactory such documents shall be made in duplicate. The employee concerned must be given a copy of the forms in question with a copy sent to the Union.

**9.10** On the expiration of two hundred and sixty (260) working days after the disciplinary action has been taken against an employee, the record of disciplinary action shall be removed from the file of an employee and shall not be used against him. For the purpose of this Article, days on which an employee is on approved leave of absence (not including periods of leave, paid or unpaid, for any reason in excess of four (4) consecutive weeks) shall be considered working days.

**9.11** Upon request, an employee shall be given an opportunity to read and be provided with a copy of any documents in his personal file that related to an assessment of his conduct, work performance and warnings.

**9.12** Where the supervisor or management personnel intend to meet with an employee for the purpose of discussing possible disciplinary action as per Article 9.02, when possible, the employee shall be advised with at least forty-eight (48) hours notice in order that he may invite a Union representative to attend the meeting. It is understood that this Article is not intended to cover issues such as yearly evaluation discussions.

#### **ARTICLE 10 - SENIORITY:**

**10.01** General seniority shall not commence to accumulate until an employee has completed the probationary period and upon completion of the probationary period, general seniority of the employee shall date from the commencement of such a period.

**10.02** In the event of a transfer from one Department to another, the employee shall retain his general seniority.

**10.03** An employee who ceased to be on the payroll of the Employer shall not lose his seniority if:

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

**10.04** Employees laid off or seasonal Civil Servants on inactive status not in excess of twelve (12) months shall retain their seniority accumulated to date of layoff or commencement of inactive status but do not accumulate seniority during the period of layoff or inactive status.

**10.05** An employee shall be terminated and lose his seniority rights if:



- (a) he quits and is absent for more than three (3) working days after taking this action;
- (b) he is laid off or on inactive status in excess of twelve (12) months;
- (c) he has been discharged for just cause and is not reinstated;
- (d) he is absent without leave for a period in excess of three (3) consecutive working days without reasonable explanation;
- (e) when recalled he fails to return to work within seven (7) calendar days after being notified by registered mail. It shall be the responsibility of the employee to keep the employer informed of his present mailing address. An employee recalled for employment of a short-term duration up to twenty (20) working days at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work. Such an employee shall waive his recall rights until regular work for which he has the required ability to perform becomes available. An employee recalled for employment outside his classification or to an area (as specified by the employee) outside his normal place of work, shall not lose his recall rights for refusal to return to work.

**10.06** An employee who is transferred or promoted to a position outside the Bargaining Unit and is later returned to this Bargaining Unit during his probationary period in the new position, shall return to his former or higher classification and he shall not suffer any loss of seniority as a result of the promotion or transfer. Similarly, an employee who is in receipt of acting pay for assuming the duties of a classification not assigned to this Bargaining Unit shall, upon his return to this Bargaining Unit, be assigned to his former or higher classification and he shall not suffer any loss of seniority as a result of the above mentioned assignment.

**10.07** (a) The Employer shall prepare two seniority lists, one for regular and seasonal employees, and one for casual employees. These lists shall be made available to the employees in the Bargaining Unit and the Union during February of each year. These lists shall include: employee's name, position number, classification, status, headquarters, date of commencement, seniority days as such information is available through the human resource information systems in use by the Employer.

(b) Any review of an employee's seniority shall not go back more than eighty-four (84) months from the date of the written request of the employee. Any resulting revisions to the seniority list shall only be utilized in consideration of current or subsequent decisions.

**10.08** Where two or more persons commence work on the same day, seniority shall be in accordance with the date and time of application for employment. If this information is not available, the person with the longest service shall be the person considered with the most seniority for this purpose.

**ARTICLE 11 - LAYOFF, INACTIVE STATUS, AND RECALL:**

**11.01** In the event of layoff or seasonal Civil Servants being placed on inactive status, reverse seniority shall apply: that is, employees with less seniority in a classification or a lower classification shall be laid off or placed on inactive status before employees with greater seniority in that classification or a higher classification provided the employee with the greater seniority is willing to move to the lower classified job, except that no one may claim on the basis of his seniority in his Department work in an occupation for which he is not qualified or does not have the required ability. In no case will an employee classified as a seasonal civil servant exercise seniority rights until seniority rights of any regular employee have been exhausted.

**11.02** (a) In the event of a recall, employees shall be recalled in order of seniority, provided they have the required ability to perform the work available.

(b) During the two week inactive status that may be required each year to maintain a seasonal Civil Service status, a seasonal employee shall not be able to exercise his recall rights.

(c) Seasonal employees required to attend a course to improve their qualifications during their inactive period shall not be subject to this Article and shall not earn seniority.

**11.03** (a) Where the Employer intends to layoff an employee or place a seasonal Civil Servant on inactive status the employee shall be given not less than ten (10) working days written notice of such layoffs. If the employee has not had the opportunity to work the scheduled work days during the term of notice, he shall be paid in lieu thereof for such days. This clause will not apply to employees hired or recalled for employment of less than a month duration. Any notice of layoff or inactive status shall only be bona fide for a period of one (1) calendar month. Should an employee's period of employment be extended and it is continuous to the date in the written notice, to a maximum of twenty (20) working days, no further written notice is required.

(b) If a seasonal Civil Servant on inactive status is recalled for a known duration of less than one (1) month, the Employer shall inform the employee and the Union at the time of recall.

**11.04** (a) No new person shall be hired in the Bargaining Unit until employees laid off have been given an opportunity of recall provided they have the required ability to perform the work available.

(b) No new person shall be hired to perform the normal job duties assigned to a seasonal employee while the seasonal employee is on inactive status, if such hiring has the effect of reducing the seasonal employee's work period, until the seasonal employee has been given an opportunity of recall to work.

**11.05** For the purposes of this Article, Departmental seniority shall apply and the unit of operation for layoff, inactive status, and recall shall be as per the Information Appendix attached to this Agreement.

#### **ARTICLE 12 - UNION REPRESENTATION:**

**12.01** It is understood that the members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, employees will not leave their jobs without obtaining the supervisor's permission.

**12.02** 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, provided that permission of the Employer's representative is first obtained. Such permission shall not be unreasonably requested nor withheld.

**12.03** The Union will provide and update the Employer with a list of its current Executive Officers.

**12.04** The Employer agrees to provide Union supplied information kits to new employees at the time of orientation. The information kits will contain relevant information about the Union and a copy of the collective agreement.

**12.05** Upon request and no more than twice per year, the Employer will provide the Union a list of all the employees in the bargaining unit. The list will include employee name, job title/classification, mailing address, phone number(s) (if available), work location and employment status (such as full-time, part-time, temporary, seasonal, casual).

#### **ARTICLE 13 - BULLETIN BOARDS:**

**13.01** The Employer shall provide sufficient space for Union bulletin boards, on which the Union may post notices which will be properly signed by an authorized Union representative.

**13.02** The Union will provide the Employer with a list of its authorized Union representatives or their designates upon signing of this Agreement.

**13.03** The Employer shall provide, to the Union, fax numbers and telephone numbers of all units of operation as defined in the Information Appendix (Article 11.05).

#### **ARTICLE 14 - GRIEVANCE PROCEDURE:**

**14.01** 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 the Employer, as soon as possible after the circumstances giving rise to the complaint occur, so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. The employee shall be accompanied by a Union representative at a subsequent meeting. The employee must notify his/her supervisor in advance of the intention to exercise this option.

**14.02** Where an employee feels himself to be aggrieved by the interpretation or application of a provision, of 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 where the person has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

**STEP ONE:** Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service, registered mail, email or fax 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. The form shall be completed in full, providing details of the alleged grievance. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his grievance to the person designated as the first level of the grievance procedure, the employee may proceed to Final Step.

**FINAL STEP:** Within ten (10) working days from the expiration of the twenty (20) day period referred to in Step One, the employee may present his grievance in writing at the final level of the grievance process either by personal service, registered mail, email or fax, to the person designated by the Employer as the final level in the grievance process for the Department in which he is employed. Any settlement proposed by the Employer at level one and any reply must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within ten (10) working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of his grievance within ten (10) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 15 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

**14.03** (a) In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Union. The Union representative shall, where operational requirements permit, be granted time off with pay to attend such a meeting. If the Employer requires replacement of the union representative, the cost of replacement shall be charged to the union.

(b) In order that the work of the bargaining unit not be unreasonably interrupted, it is agreed that grievances will be serviced outside of working hours whenever possible

(c) If it is necessary to service the grievance during working hours employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld nor will the employee suffer a loss of pay. When resuming the regular work, each representative shall report to his immediate Supervisor and if requested in the event of undue delay, will give him a reasonable explanation of his absence.

**14.04** 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 reopened.

**14.05** The Parties may mutually agree to extend the time limits specified herein.

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

**14.07** In the event an employee grieves that his layoff or inactive status is in violation of Article 11 (Layoff, Inactive Status, and Recall) his grievance may be initiated at the Final Step of the grievance procedure within ten (10) days after the alleged grievance has arisen.

#### **ARTICLE 15 - ADJUDICATION:**

**15.01** The provisions of *the Public Service Labour Relations Act* and Regulations governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

**15.02** In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.

#### **ARTICLE 16 - VACATIONS:**

**16.01** Subject to Article 16.07, each employee shall earn vacation leave credits for each calendar month for which he receives pay for at least ten (10) working days.

**16.02** Subject to Article 16.03, vacations shall not be cumulative from year to year.

**16.03** Where operational requirements permit, vacation entitlement can be carried over to a subsequent year. An employee who wishes to carry vacation entitlement forward shall make this request in writing prior to the first day of October of the year in which the employee ordinarily would take the vacation sought to be carried forward. If an employee is unable to make a written request due to illness or injury, unused vacation credits will automatically be carried forward. Such vacation carry over shall not exceed one (1) year's vacation credits.

**16.04** The vacation leave credit shall be:

- (i) for employees with eight (8) or less consecutive years of employment shall be one and one-quarter (1 ¼) per calendar month;
- (ii) for employees with more than eight (8) years consecutive service shall be one and two-thirds (1 2/3 ) days per calendar month;
- (iii) for employees with more than twenty (20) years consecutive service shall be two and one twelfth (2 1/12) days per calendar month.

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

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

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

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

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

(d) for a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits.

**16.07** Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 9 (Discipline) exceeds one-half (½) 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.

**16.08** Vacations shall be taken at a time authorized by the Employer and where operational requirements permit, at the time requested by the employee. May 1<sup>st</sup> shall be the cut-off date for employees to indicate their preference in vacation dates. Seasonal employees who are employed after May 1<sup>st</sup> shall indicate their preference in vacation within thirty (30) days after returning to work. Where appropriate and operational requirements permit, preference in vacation schedules shall be given within each classification to those employees with greater seniority, within a Department. After the May 1<sup>st</sup> cut-off date the Employer has thirty (30) days to respond to all vacation requests.

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

**16.10** Where an employee is laid off, he shall take his accumulated vacation credits at time of layoff. Vacation credits do not accumulate during periods of layoff. On termination of layoff such employees commence to gain vacation in accordance with Clause 16.01.

**16.11** Seasonal employees shall earn pro-rated vacation credits on the basis of time actually worked; however, seasonal employees shall not be subject to Clause 16.10. Further, seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 16.04 only after the completion of each total annual days normally worked by full-time employees.

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

**16.13** If one of the holidays referred to in Article 19 (Holidays) falls on or is observed on a regular work day during an employee's vacation, he shall be granted an additional day's vacation.

**16.14** Vacation credit carry over is to be utilized prior to any approved banked in lieu time. After exhausting the vacation credit carry over, the banked in lieu time shall only be taken at a time mutually agreeable by the employee and Employer, otherwise the employee shall be paid for the banked in lieu time worked, in accordance with Article 22.04.

#### **ARTICLE 17 - SICK LEAVE:**

**17.01** (a) 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 for which he receives pay for at least ten (10) working days to a maximum credit of two hundred and forty (240) days.

(b) The Employer shall provide all employees with a current record of their sick leave credits on an annual basis as well as upon request from employees.

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

**17.03** 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 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.

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

**17.05** For each period for which sick leave is claimed, the Deputy Head may require and the employee shall produce a doctor's certificate. If a certificate is not produced after such a request, the time absent from work shall be deducted from his wages.

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

**17.07** Where an employee has exhausted his sick leave credits, the Deputy Head may grant to that employee special sick leave with pay for a period not exceeding fifteen (15) days. Such advance of sick leave shall be deducted from sick leave credits subsequently earned.

**17.08** Where an employee terminates his employment for any reason, the Employer shall be entitled to recover any outstanding advance of sick leave to such employee from any monies due to the employee on his termination.

**17.09** Where an employee is laid off or a seasonal Civil Servant placed on inactive status, he shall not accumulate sick leave credits during the period of layoff or inactive status but shall retain such credits existing at the time of layoff or commencement of inactive status. On recall, such employee shall commence to gain sick leave credits in accordance with Article 17.01.

**17.10** An employee laid off or a Seasonal Civil Servant placed on inactive status in excess of twelve (12) months shall lose all accumulated sick leave credits.

**17.11** An employee shall not be discharged if unable to properly perform his job functions because of alcoholism or habitual drug use, or any other personal problems, provided that such employee is prepared to and does accept drug, alcohol or other rehabilitation treatment as facilitated by the Employer, and subsequently reestablishes and maintains an acceptable level of job performance.

## **ARTICLE 18 - LEAVE OF ABSENCE:**

**18.01** Bereavement Leave

(a) Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild.

(b) Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, or other relatives living in the employee's household.

(c) Upon application, 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 of which must be the date of the funeral.

(d) Upon application, an employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse or spouse's grandparents without loss of pay for a maximum of one (1) day, which must be the date of the funeral.

(e) If the burial does not immediately follow the funeral, the employee may request in writing to use one (1) of the days of leave without loss of regular pay available under 18.01 (a), (b) or (c) at a later date to attend the burial.

#### **18.02 Pallbearer**

One-half (½) day's leave at his regular rate of pay shall be granted to an employee to attend a funeral as pallbearer and reasonable traveling time.

#### **18.03 Jury Duty or Witness**

The Employer shall grant leave of absence from work to an employee who:

- (a) is required to serve on a jury; or
- (b) is subpoenaed as a witness before a Court of Justice, a Coroner's Inquest, or a Court of Inquiry.

Such employee shall be paid the difference between his regular pay and the amount received as a juror or as a witness excluding traveling, meals, and other expenses upon presentation of a certificate of attendance for jury and witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

#### **18.04 Maternity Leave**

(a) Every employee who becomes pregnant shall, not later than the fifth month of her pregnancy, request maternity leave without pay to commence on a date that is within the three (3) month period immediately preceding the expected date of the termination of her pregnancy.

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

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

(d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time where, the employee cannot produce a medical certificate stating that her condition does not prevent her from performing her normal work functions.

(e) An employee who agrees to return to work and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall

be eligible during the waiting period prior to commencement of Employment Insurance benefits for a maternity leave allowance of seventy-five (75%) of the employee's regular rate of pay; such maternity leave allowance will be in accordance with the supplementary unemployment benefits program of the Employment Insurance Commission.

(f) The total period of maternity leave shall not exceed seventeen weeks, including the waiting period and the maternity leave taken before and after the date of termination of the pregnancy. Maternity leave will continue after the termination of the pregnancy up to that point where the maternity leave taken before and after the termination of the pregnancy totals seventeen weeks, unless sooner terminated by the employee's resignation or return to work.

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

(h) An employee who returns to work in accordance with Article 18.04 (e) hereof shall retain her position on the Plan of Organization in the same Department, Board, Commission, or Agency, in the same geographical location that she held prior to and during the period of her temporary absence.

(i) An employee who returns to work in accordance with Article 18.04 (h) shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

(j) Subject to Article 18.04 (k) an employee on maternity leave who does not return to work within the period of time referred to in Article 18.04 (f) will be considered to have resigned her position on the last day of the time allotted.

(k) The Employer may extend the leave period following termination of the pregnancy referred to in Article 18.04 (f).

(l) An employee who resigns her position in accordance with Article 18.04 (a) or 18.04 (j) for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part I service within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

(m) During the period of up to seventeen (17) weeks only specified in 18.04 (f) hereof:

- (i) an employee continues to earn seniority and continuous service credits based on what the employee's regular hours of work would have been;
- (ii) 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,
- (iii) an employee maintains previously accumulated sick leave and vacation leave credits but does not accrue sick leave or vacation leave benefits while on maternity leave. Period of less than one (1) month shall not be counted in this calculation.

(n) Should the employee not return to work following her maternity leave the employee shall compensate the Employer for the maternity leave allowance provided for in (e) above.

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

#### **18.05** Child Care Leave

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



(b) The sixty-two (62) week child care leave period referred to in 18.05(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 a child must commence the child care leave immediately upon expiry of maternity leave unless the Employer and employee agree otherwise, and shall give the Employer a minimum of six weeks notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

(d) If the natural father intends to take child care leave, he shall give a minimum of four (4) weeks written notice to the Employer of the commencement date and duration of the leave.

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

(f) If both parents are employees, the sixty-two (62) week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed sixty-two (62) weeks. If both parents are employed by the Employer, only one request for such leave shall be granted.

(g) An employee returning to work from child care leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on child care leave. If the employee's previously held position has been affected by layoff, the provisions of Article 11 shall apply.

(h) During the period of child care leave of up to sixty-two (62) weeks only specified in clause 18.05 (a) thereto:

- (i) an employee continues to earn seniority and continuous service credits based on what her 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;
- (iii) an employee maintains previously accumulated sick leave and vacation leave credits but does not accrue sick leave or vacation leave benefits while on maternity leave. Period of less than one (1) month shall not be counted in this calculation.

#### **18.06 Examination Leave**

If an employee is required by the Employer to write examinations or attend a competition to improve his qualifications or position, such employee shall not suffer any loss of pay or seniority in order to write such examination or attend competitions held during the employee's working hours.

#### **18.07 General Leave**

The Employer may grant leaves of absence with or without pay to an employee requesting leave for good and sufficient cause. Such leave will not be unreasonably requested, nor will it be unreasonably withheld.

**18.08** At the written request of the Union, and operational requirements permitting, the Employer shall grant a leave of absence without pay to employees designated by the Union:

(a) for the purpose of attending union conventions, such absence not to exceed in the aggregate one hundred (100) working days in any calendar year,

(b) for the purpose of attending educational course or other union business, provided that the Union shall have requested such leave of absence at least two (2) weeks prior to the proposed leave if possible.

**18.09** At the written request of the Union, employees who are members of the Union Negotiating Committee shall be allowed leave of absence without pay to perform the duties of that committee. The Union will submit written notification at least two (2) weeks prior to the proposed leave if possible.

**18.10** An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence for a specified period of up to one year by the Employer, without pay or loss of seniority. Such leave of absence shall be renewable for a further term upon request for such leave. Such leave of absence will be given to not more than four employees in the Bargaining Unit at any given time. Employees on such leave of absence will not be entitled to the benefits of this Agreement. However, seniority will continue to accrue for such employees at the rate of 2080 hours for each full year while on such leave. This is to be pro-rated for partial years or for less than full-time leave. In addition, such credited seniority will not be used for retirement allowance nor for vacation entitlement purposes.

(a) Notwithstanding, Article 18.10, an employee who is elected or selected to the full-time position of Provincial President and Provincial Treasurer of the Local, shall be granted a leave of absence with pay for a specified period of up to one year by the Employer without loss of seniority or any other accrued benefits. Such leave of absence shall be renewable for a further term upon request. Seniority will continue to accrue for such employee at the rate of 2080 hours for each full year while on such leave. This is to be pro-rated for partial years.

(b) The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 19.9% of the wages. In addition, the Local Union shall reimburse the Employer for any retirement allowance credits accumulated during the leave period. This will be calculated in accordance with Article 23 as five (5) days' pay for each full year of seniority but not exceeding 125 days' pay at the employee's current rate of pay.

(c) The employee shall accumulate vacation credits during this leave provided that all vacation accumulated during such leave is taken during the period of the leave. For clarification, the employee shall not carry over vacation accumulated during a leave of absence under Article 18.10

**18.11** Emergency leave with pay may be granted to an employee by the Deputy Head or his designate for a period not exceeding five working days;

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

Such leave shall not be unreasonably requested nor unreasonably withheld.

**18.12** Leave of Absence with pay may be granted for pre-scheduled medical or dental appointments which cannot be arranged outside normal working hours. Such leave shall not be unreasonably withheld.

**18.13** Veterans - Special leave may be granted, with no loss of pay or sick leave credits, to veterans on disability pension who are called to report to a Medical Board for examination or investigation, in connection with their disability.

**18.14** An employee shall be granted one (1) day's paternity or adoption leave without loss of pay within a reasonable period of time surrounding the occasion of the birth or adoption of his child.

**18.15** Employees required by the Employer to attend a course to improve their qualifications shall be compensated at their regular rate of pay while participating in such courses.

There shall be no payment for training hours in excess of eight (8) hours per day.

**18.16** Compassionate Leave

The parties agree that the *Employment Standards Act* as amended from time to time applies to this Bargaining Unit.

**ARTICLE 19 - HOLIDAYS:**

**19.01** Subject to subsection 19.02 the holidays for employees shall be:

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

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

(b) An employee required to work on Christmas and/or Boxing Day shall be paid for the time so worked at double (2) time the employee's regular rate of pay, in addition to that day's pay.

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

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

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

(b) Where the employee is required to perform the duties of his position on his first working day immediately following the holiday in 19.03(a) the employee shall be paid for all hours worked in accordance with Article 22 (Overtime) in addition to receiving his regular rate of pay for that day.

**19.04** To be eligible for pay for one of said paid holidays, a person must have worked the employee's working day before and the employee's working day after each of said holidays, unless the employee was on authorized leave with pay.

**19.05** Where an employee requests and where conditions permit, an employee may be granted equivalent time off in lieu of the overtime payment in Articles 19.02 and 19.03 above.

**ARTICLE 20 - INJURED ON DUTY:**

**20.01** All Employees in the Bargaining Unit shall be covered by the provisions of the *Workers' Compensation Act* of the Province of New Brunswick.

**20.02** (a) An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between his net salary (i.e., gross salary less income tax, Unemployment Insurance, and Canada Pension Plan deductions) and the benefit that is paid by WorksafeNB during his period of temporary disability. For the purpose of this Article, where the WorksafeNB benefits are reduced by the amount of any Canada Pension Plan payments, such Canada Plan Payments shall be deemed to form part of the WorksafeNB benefits.

(b) This Article does not apply to agencies on a WorksafeNB premium payment basis in effect prior to January 15, 1995.

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

**ARTICLE 21 - HOURS OF WORK:**

**21.01** The Employer shall prescribe the regular hours of work for employees.

**21.02** The normal workweek shall consist of five (5) consecutive days of eight (8) hours each and two (2) consecutive days off for a total of forty (40) hours per week, except as otherwise provided in this Agreement. Employees will be scheduled from Monday to Friday inclusive, 8 a.m. to 5 p.m. Unless otherwise mutually agreed by the parties.

**21.03** Where the Employer requires any employee to work in twenty-four (24) hour continuing shift operation, the regular workweek shall be forty hours per week averaged over a four (4) week period. No employee as a condition of employment will be required to work more than five (5) full shifts in a seven day period except by mutual agreement of the parties.

**21.04** Unless operational requirements dictate, existing patterns of work or hours of work shall not be changed without giving at least two (2) weeks notice by posting to the employees concerned. A copy of such notice will be sent to the Union pursuant to Article 26 (Notices).

**21.05** As a result of the application of Articles 21.02 and 21.03 if an employee or group of employees feel adversely affected whenever any significant change is made in the existing patterns of work during the life of this Agreement, such complaint shall be referred to joint consultation pursuant to the provisions of Article 25 (Joint Consultation).

**21.06** Each employee shall complete his assigned work he is required to do each day.

**21.07** Meal periods shall not be less than thirty (30) minutes in a shift, except for employees working straight eight (8) hour shift, who are required to remain on their job throughout such shift.

**21.08** All employees may take one (1) fifteen (15) minute break during each four (4) consecutive hours worked at a time approved by the responsible officer designated by the Employer.

**21.09** Nothing in this Article shall constitute a guarantee of hours of work per week, or otherwise.

**21.10** No person covered by the Bargaining Unit shall be denied regular hours of work as a result of his having worked overtime hours for the Employer.

**ARTICLE 22 – OVERTIME/SHIFT PREMIUM/CALL BACK:**

**22.01** All hours worked in excess of the normal hours as defined in Article 21 (Hours of Work) shall constitute overtime. Overtime shall be paid at one and one-half (1 ½) times the employee's normal rate.

**22.02** When operational requirements permit, overtime must be authorized in advance by the Employer.

**22.03** Overtime shall be distributed as equitably as circumstances will permit among the qualified employees at the work unit in question provided that each employee will perform his fair share of overtime and call-in work. Employees shall not unreasonably refuse call-in and to do overtime. An employee shall have the right to refuse overtime and/or call-in when required to perform duties not contained within his job classification. A record of overtime for all employees of this Bargaining Unit shall be made available for each work unit upon request at the end of each calendar month.

**22.04** Overtime shall be compensated by payment of 1½ times the employee's rate of pay or 1½ times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the employee and Employer otherwise the employee shall be paid for the overtime worked. An employee upon giving the Employer sufficient notice, shall be paid for all of the overtime hours or a portion that an employee has banked if so requested. Banked overtime may only be withdrawn each quarter – March 31, June 30, September 30 and December 31. All banked overtime accrued in a calendar year must be paid out by March 31 of the following year.

**22.05** Effective the date of signing of this Collective Agreement, an employee shall be entitled to a shift differential of sixty cents (\$0.60) per hour for all hours worked on a shift where at least half of the hours worked on a shift fall between 4:00 p.m. of one day and 8 a.m. of the following day. Shift premiums shall not be paid for time worked at overtime rate.

**22.06** Each Department, Commission, Agency or Institution where shift premiums are applicable shall maintain a record of shifts worked, as described in Article 22.05 for each employee and once per month pay the shift premium as a bonus.

**22.07** An employee who is called in to work after he has terminated his shift and left his place of work shall be paid at one and one-half (1 ½) times his regular hourly rate for the time worked, but in any event he shall be guaranteed a minimum of three (3) hours pay at one and one-half (1 ½) times his regular hourly rate. This Clause will not apply to regularly scheduled overtime. When the work for which the employee is called back is completed, the employee shall be allowed to leave.

**22.08** Whenever the call-in either precedes or follows but in any event is continuous to the employee's regular shift he shall then be paid one and one-half (1 ½) the regular rate for the hours worked.

**22.09** The provisions of Article 22.07 shall not be included when computing overtime.

#### **ARTICLE 23 - RETIREMENT ALLOWANCE:**

**23.01** When an employee having general seniority of five (5) years or more, retires due to disability, death or age, or is laid off, the Employer shall pay such an employee or estate a retirement allowance equal to five (5) days' pay for each full year of seniority but not exceeding one hundred twenty-five (125) days' pay, at the Employee's regular rate of pay. For the purpose of this Article, employees having seniority of five (5) years or more who do not participate in the Public Service Superannuation Plan shall be deemed entitled to retire due to age once having achieved age fifty-five (55).

**23.02** Where an employee retires due to disability, death, or age, the retirement allowance shall be paid in a lump sum upon retirement or at the employee's written request the lump sum payment can be deferred to the year following his termination of employment.

**23.03** Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, provided the employee has not been rehired in the New Brunswick Public Service.

## **ARTICLE 24 - SAFETY AND HEALTH:**

**24.01** Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature. Wearing of such protective clothing and equipment is mandatory and shall be a condition of employment.

**24.02** An employee required to wear prescription glasses shall wear safety approved prescription glasses and shall be reimbursed by the Employer half the actual cost of the lens and frames for one pair of such glasses during two year terms beginning with the signing date of this Agreement regardless of Blue Cross payments. The total reimbursement by the Employer and Blue Cross shall not exceed the actual cost of the glasses.

**24.03** An employee required to wear safety boots or safety shoes shall be reimbursed by the Employer \$100.00 in each fiscal year (April 1 to March 31). An employee qualifying for this benefit is limited to one claim of \$100.00 per fiscal year. This benefit shall be paid no later than July 31 of each year.

**24.04** The Employer will continue to maintain its equipment in accordance with Federal and Provincial Safety Standards and to make reasonable regulations for the safety and health of its employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary, and dependable.

**24.05** For the protection of employees, coveralls and suitable gloves will be supplied when they are working in the handling of abrasive materials. It is agreed that such clothing or gloves shall remain the property of the Employer and that their wearing shall be mandatory at the discretion of the Employer.

**24.06** For employees required to do security or peace officer work, suitable visible identification will be supplied. Such identification will remain the property of the Employer.

**24.07** The parties agree that the provisions of the *Occupational Health and Safety Act* apply to this Bargaining Unit. Without limiting the generality of the foregoing, the provisions of the Act governing the employee's right of refusal of unsafe work apply.

**24.08** Each member of a Health and Safety Committee established in accordance with the provisions of the *Occupational Health and Safety Act*, shall be provided with a copy of the minutes of Committee meetings. In those jurisdictions in which members of this Bargaining Unit are employed but not represented on the related Health and Safety Committee, the Employer will provide the Union with a copy of the minutes of any particular such meeting.

**24.09** The Employer shall issue a CSA approved flotation suit to every employee who works on a ferry.

**24.10** All employees required to work outdoors between the period of May 1<sup>st</sup> to September 30<sup>th</sup> shall be provided insect repellent, sunscreen and drinkable water, as required by WorksafeNB.

## **ARTICLE 25 - JOINT CONSULTATION:**

**25.01** The Union and the Employer acknowledge that mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees in appropriate work units, consisting of equal numbers of employee representatives and management staff.

**25.02** The Parties agree that the Committees shall be employed as a forum for meaningful consultation or contemplated changes in conditions of employment or working conditions not governed by this Agreement, and other matters of mutual interest.

**25.03** The Committees shall function in an advisory capacity only and shall not have the power to alter, amend, add to, or modify the terms of this Agreement.

**25.04** Employees attending meetings of:

- (a) the Joint Health and Safety Committees established pursuant to the provisions of the *Occupational Health and Safety Act*;
- (b) the Employee and Family Assistance Program (E.F.A.P.) established by the parties;
- (c) Labour Management Committee Meetings;
- (d) other joint consultation meetings requested by the Employer

shall suffer no loss of pay for the purpose of attending such meetings.

**ARTICLE 26 - NOTICES:**

**26.01** Any notice in writing by either Party shall be directed to:

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

FOR THE UNION:                      The President  
Canadian Union of Public Employees  
Local 1190  
97 St. Mary's Street  
Fredericton, N.B.  
E3A 2R7

**26.02** The Employer shall provide the provincial Union with monthly employee status reports to include commencement, termination, seasonal active, seasonal inactive, and leave of absence after the last pay period of the month.

**ARTICLE 27 - COPIES OF THE AGREEMENT:**

**27.01** The Parties shall have printed, by a unionized firm, sufficient copies of this Agreement so that each employee in the Bargaining Unit may have a copy within a reasonable time after the execution of this Agreement.

**27.02** This Agreement shall be printed in both English and French and shall be official in both languages. Both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the Collective Agreement will prevail.

**27.03** The cost of printing the Agreement is to be borne by the Parties equally.

**ARTICLE 28 - PROBATIONARY EMPLOYEES:**

**28.01** The provisions of this Agreement shall apply to newly hired probationary employees save and except:

- Article 9 - Discipline
- Article 11 - Layoff and Recall
- Article 14 - Grievance Procedure
- Article 15 - Adjudication

**ARTICLE 29 - WAGES:**

**29.01** Wages for employees shall be as set out in Schedule "A" hereto.

**29.02** The Employer shall make every reasonable effort to continue the present pay day now in effect for the life of the Agreement.

**29.03** Tool Allowance Premium: Effective December 16, 2010, an employee classified as a Mechanic, Mechanic Supervisor, Automotive Electrician, Machinist or Automotive Body Repairworker and who is required by the Employer to provide his own tools shall be paid an annual tool allowance of \$250.00. As of each payment date, the Department of Transportation and Infrastructure will provide the Union with a list of employees in the noted classifications who are required by the Employer to provide their own tools.

**ARTICLE 30 - TRAVEL REGULATIONS AND MEAL AND BOARD ALLOWANCES:**

**30.01** (a) The Employer agrees that the existing Travel Regulations presently applicable to each employee in the Bargaining Unit shall continue in force as changed by B. M. Minute from time to time.

(b) Any changes to these regulations shall be posted in the workplace.

**30.02** The provisions of the Travel Regulations shall not be unreasonably applied.

**ARTICLE 31 - NO DISCRIMINATION:**

**31.01** The Employer and the Union agree that there shall be no discrimination in any relationship with employees by reason of race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, sex or marital status, sexual orientation, political affiliation, nor by reason of membership or activity in the Union.

**31.02** The parties recognize the right of employees to work in a harassment free environment and that harassment at the work place shall not be tolerated. An employee has the right to be accompanied by a person of their choice during the interview of the harassment process according to the Province of New Brunswick Harassment in the Workplace Policy.

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

**ARTICLE 32 - PROMOTION, DEMOTION AND TRANSFER:**

**32.01** For the purpose of this Agreement, the appointment of an employee to a different position constitutes:

(a) a promotion, where the maximum rate of pay for the new position exceeds the maximum rate of pay for the previous position;

(b) a demotion, where the maximum rate of pay for the new position is less than the maximum rate of pay for the previous position; or

(c) a transfer, where the appointment does not constitute a promotion or demotion.

**32.02** In cases of promotion, demotion or where a seasonal employee applies for a regular position or is involved in a transfer to a regular position at the same level of classification, and where the requisite qualifications and ability of applicants is deemed to be relatively equal, the employee with the greatest seniority within the district, region or institution within a department shall be entitled to preference.

**32.03** Promoted, transferred or demoted employees, other than employees demoted for disciplinary reasons shall be placed on a trial period of three (3) months. Conditional on satisfactory performance, the employee shall be considered permanent after the three (3) month trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority. Any other employee displaced because of this action shall also be adjusted accordingly.



**32.04** Where there is a competition to fill a vacancy or an anticipated vacancy in the Bargaining Unit and where possible, the Employer shall have notices of such competition posted in the buildings out of which the employees work. Notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater. Copies of such competitions shall be forwarded to the Provincial Office of CUPE Local 1190.

**32.05** The notice referred to in Article 32.04 shall contain the following information:

- (a) description of the position;
- (b) location of the position;
- (c) required qualifications; and
- (d) the applicable wage rate.

**32.06** (a) When an employee has become incapacitated by a handicap, an illness, advancing years or a permanent disability and is unable to perform his regular duties such employee may request, in writing, a change in duties. The Employer, Union and employee shall make every reasonable effort to place the employee in a job consistent with his ability. However, no other employee shall be displaced, except a probationary employee with less seniority, from his position in order to effect this change in duties.

(b) Such employee shall be paid a rate not less than his present rate until the rate in the lower classification is not less than the rate which the employee was earning in his previous classification.

#### **ARTICLE 33 - TEMPORARY ASSIGNMENT:**

**33.01** (a) A temporary assignment occurs when an employee is temporarily assigned from his regular job for four (4) consecutive hours or more, with the exception of when an Operations Worker I, II or III is assigned to operate a piece of equipment as an Operations Worker II, III or Equipment Operator. In this situation the temporary assignment is effective immediately.

(b) When an employee is temporarily assigned to use his Class I Driver's License, he will be paid the Equipment Operator rate, effective immediately, for the duration of that assignment. This only applies to the Department of Transportation and Infrastructure.

**33.02** An employee in a temporary assignment:

(a) shall be paid the standard hourly rate of the job to which he has been assigned, provided such rate is not less than that of his regular job and provided further the employee assumes full responsibility of the job under normal supervision.

(b) where a number of steps in the pay range is involved, the employee shall move into the salary step of the higher paid classification on the basis that his rate of pay will be increased by at least five percent (5%) or to the minimum of the higher paid classification, whichever is greater provided it does not exceed the maximum rate of pay for the higher classification.

(c) shall be paid the rate of his regular job during the period of such temporary assignment if the rate of the job to which he is temporarily assigned, but not as a result of a layoff or normal reduction of the work force, is less than the rate of his regular job

**33.03** Where a temporary assignment is to be for a period of time greater than two (2) months, the Employer shall have notices of such temporary assignment posted in accordance with the provisions of Articles 32.04 and 32.05. This Article is not intended to apply to recurring seasonal situations.

**33.04** In cases of a temporary assignment posted in accordance with Article 33.03, where the requisite qualifications and ability of the applicants is deemed to be relatively equal, the employee with the greatest seniority within a work unit, institution or department shall be entitled to preference.

**33.05** The Parties may by mutual Agreement waive the provisions of Articles 33.03 and 33.04.

**33.06** Nothing in this Article will supercede Article 11 Layoff, Inactive Status, and Recall.

#### **ARTICLE 34 - CLASSIFICATIONS:**

**34.01** The classifications covered by this Agreement shall be those listed in Schedule "A" and Schedule "B" of this Agreement. The Employer agrees to provide the Union with job specifications for classifications listed in Schedule "A" and Schedule "B" as they are revised.

**34.02** Where the Union and/or the employee feel that the employee has been unfairly or incorrectly classified, the employee and/or Union may submit the matter for review to the Joint Maintenance Committee for determination.

**34.03** 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 matter shall be forwarded to the Joint Maintenance Committee to determine the appropriate band for the new or revised classification. Pending determination of the appropriate band, the Employer may set an interim wage rate for such classification.

#### **34.04 Joint Maintenance Process**

a) Joint Maintenance Committee (JMC) consisting of three (3) representatives of both the Employer and the Union shall be responsible for maintaining the integrity of the classification system implemented.

b) The JMC shall meet and develop terms of reference for approval by the Joint Steering Committee.

c) When evaluating new classifications, revised classifications or reclassification requests, the JMC shall apply the job evaluation methodology that was used in establishing the new classification system.

d) The JMC shall meet as required and each party shall be responsible for the expenses of its members.

e) A decision of the JMC shall be final and binding.

f) In the event that the JMC is unable to reach consensus on any matter referred to the committee, the matter shall be referred to the Joint Steering Committee.

g) A Joint Steering Committee, consisting of one (1) representative and one (1) alternate representative of both the Employer and the Union, shall consider any matter referred to it by the JMC, and provide a decision that is final and binding.

**34.05** In no event shall the process outlined in 34.02 and 34.03 exceed six (6) months.

**34.06** Where an employee is reclassified to a lower classification for reasons other than disciplinary action, or at the employee's written request, he shall be paid a rate not less than his present rate until the rate paid in the lower classification is not less than the rate which the employee was earning in his previous classification.

**34.07** If a job is rated at a pay grade with a salary higher than the current wage rate for the job, the incumbent's rate of pay shall be adjusted to the higher pay grade on the new salary schedule, retroactive to the date the review request was submitted to their respective department's HR branch.

#### **ARTICLE 35 - PAST PRACTICES:**

**35.01** It is the intention of the Employer to continue all existing benefits and provisions not covered by this Agreement for the welfare of employees insofar as is practicable, but the Employer reserves the right to change, modify, or withdraw such benefits when, in its judgment, such action becomes necessary; provided that whenever requested by the Union, the Employer agrees to meet with the Union for the purposes of discussing such change.

**ARTICLE 36 - EMPLOYEE BENEFITS:**

**36.01** The employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD 129 Plan or any equivalent Plan that may be introduced by the Employer 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.

**36.02** The Employer shall pay fifty per cent (50%) of the cost of a basic Dental Plan or its equivalent, 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.

**36.03** Long Term Disability - The Employer accepts to administer an L.T.D. plan once advised that such a plan has been accepted by the membership. The Employer's role would be limited to the check off of premiums authorized by employees and the forwarding of the collected sums to the address designated by the Union.

**36.04** Effective December 16<sup>th</sup>, 2001, on a voluntary basis, part-time and seasonal employees may participate in the Part-Time and Seasonal Pension Plan currently available to other part-time/seasonal employees in Parts I, II and III of the New Brunswick Public Service.

**ARTICLE 37 - UNIFORMS:**

**37.01** Where the Employer requires the employee to wear a uniform in the course of his duties, the Employer will supply the uniform at no cost to the employees.

**ARTICLE 38 - SAFETY COMMUNICATIONS:**

**38.01** Where operational requirements permit, the Employer will provide adequate communication equipment.

**ARTICLE 39 - JOB SECURITY:**

**39.01** (a) The Union recognizes the right of the Employer to contract out work.

(b) No employee as of August 21, 2005 will suffer a reduction of hours of work or be laid off or placed on inactive status as a result of the Employer contracting out its work or services. This Article shall remain in effect for the life of this Agreement.

(c) The Employer will be deemed to have satisfied the requirements of Article 39.01(b) if the employees affected are offered other suitable employment in a district, region or an institution within a department in the province including a present incumbent only position. Regardless of that position's classification, the employee will not suffer a reduction in pay.

**ARTICLE 40 - PART-TIME EMPLOYEE PROVISIONS:**

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

- (i) seniority;
- (ii) vacation credits;
- (iii) sick leave credits;

(iv) service credits for retirement allowance.

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

**40.02** Notwithstanding Article 16, where a holiday falls on a part-time employee's scheduled work day, 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.

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

#### **ARTICLE 41 - TECHNOLOGICAL CHANGE:**

**41.01** In this Article "technological change" means the introduction of equipment or material different in nature and kind than that previously used by the Employer or a change in the utilization of existing equipment or materials which results directly in a change of work methods, organization operations or processes affecting one or more employees.

**41.02** Implementation of technological change shall be consistent with the provisions of this Collective Agreement.

**41.03** Where the Employer intends to introduce technological change:

(a) The Employer agrees to notify the Union as far as possible in advance of his intention and to update the information provided as new developments arise and modifications are made;

(b) The foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty (120) days before the introduction of technological change, a description of the project and foreseeable effects on employees.

**41.04** The notice referred to in Article 41.03 shall be given in writing and shall contain the following:

(a) the nature of the technological change;

(b) the date on which the Employer proposes to effect the change;

(c) the approximate number, classifications and location of employees affected.

**41.05** At the request of the Union, the Employer agrees to meet with the Union prior to the implementation date specified in the notice referred to in Article 41.03 to discuss the introduction of such technological change and the effect upon employees.

**41.06** (a) In the event the Employer implements technological change that results in the displacement of employees the Employer shall make every reasonable effort to find suitable alternate employment for the employees so effected.

(b) Employees unable to find suitable alternate employment shall be given preference when filling vacancies for which they have the requisite qualifications subject to the provisions of Article 10.05(b) and (e).

(c) Where a vacancy exists and an employee referred to in Article 41.06(b) does not possess the requisite qualification, where appropriate the Employer shall make every reasonable effort to provide training to meet the vacancy requirements for a period subject to the provisions of Article 10.05(b) and (e).

(d) If as a result of a change in technology the Employer requires the 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. Time spent on such training shall be considered hours of work.

(e) If an employee's position is rendered redundant as a result of technological change, the provisions of Article 11 (Layoff, Inactive Status, and Recall) shall apply.

**ARTICLE 42 - DURATION:**

**42.01** This contract covers the whole employment relationship and it shall be in effect from the date of signing this Collective Agreement until December 15, 2022.

**42.02** This Agreement shall be automatically renewed after December 15, 2022, for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty calendar days and not more than sixty calendar days prior to the expiration of this Agreement or any renewal thereof or unless a deadlock is declared by the Labour and Employment Board.

**42.03** The only items in this Collective Agreement which are subject to retroactive adjustment are the wage rates which shall be paid at straight time for all regular hours worked and at the adjusted overtime rate for all overtime hours worked.

IN WITNESS WHEREOF, the parties have signed this contract at Fredericton, New Brunswick on December 15, 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**SCHEDULE A**

**GENERAL LABOUR & TRADES PART I - CUPE 1190**

<b>Group</b>	<b>Classification</b>	<b>Dec 16/17</b>	<b>Dec 16/18</b>	<b>Dec 16/19</b>	<b>Dec 16/20</b>	<b>Dec 16/21</b>
1	currently no jobs in this band	17.69	18.29	18.91	19.54	20.18
2	Labourer	18.14	18.75	19.38	20.02	20.67
	Labourer-Security	18.14	18.75	19.38	20.02	20.67
3	Courier	18.58	19.20	19.83	20.48	21.14
4	Stores Clerk	19.25	19.89	20.54	21.20	21.87
	Operation Worker I	19.25	19.89	20.54	21.20	21.87
	Security Officer	19.25	19.89	20.54	21.20	21.87
5	Artisan II	20.04	20.69	21.35	22.03	22.72
	Bridge Worker	20.04	20.69	21.35	22.03	22.72
	Clinic and Stable Attendant	20.04	20.69	21.35	22.03	22.72
	Forestry Worker	20.04	20.69	21.35	22.03	22.72
	Lineworker	20.04	20.69	21.35	22.03	22.72
	Operation Worker II	20.04	20.69	21.35	22.03	22.72
	Traffic Counter Operator	20.04	20.69	21.35	22.03	22.72
	Yardperson	20.04	20.69	21.35	22.03	22.72
6	Carpenter	20.96	21.63	22.31	23.01	23.72
	Cartage Driver	20.96	21.63	22.31	23.01	23.72
	Maintenance Repairworker I	20.96	21.63	22.31	23.01	23.72
	Operation Worker III	20.96	21.63	22.31	23.01	23.72
	Painter	20.96	21.63	22.31	23.01	23.72
	Patient & Supply Courier	20.96	21.63	22.31	23.01	23.72
	Sewing Machine Operator	20.96	21.63	22.31	23.01	23.72
	Storekeeper I	20.96	21.63	22.31	23.01	23.72
7	Artisan III	21.49	22.17	22.86	23.57	24.29
	Bookmobile Driver	21.49	22.17	22.86	23.57	24.29
	Equipment Operator	21.49	22.17	22.86	23.57	24.29
	Ground Supervisor	21.49	22.17	22.86	23.57	24.29
	Highway Striping Supervisor	21.49	22.17	22.86	23.57	24.29
	Maintenance Repairworker W&WW Treatment	21.49	22.17	22.86	23.57	24.29
	Mate	21.49	22.17	22.86	23.57	24.29
	Radio Technician I	21.49	22.17	22.86	23.57	24.29
8	Construction Worker	22.55	23.25	23.97	24.70	25.44
	Courier Coordinator	22.55	23.25	23.97	24.70	25.44
	Farm Supervisor	22.55	23.25	23.97	24.70	25.44
	Park Maintenance Supervisor I	22.55	23.25	23.97	24.70	25.44
	Radio Technician II	22.55	23.25	23.97	24.70	25.44
	Security Supervisor	22.55	23.25	23.97	24.70	25.44
9	Automotive Electrician	23.75	24.48	25.22	25.97	26.74
	Highway Signs Supervisor	23.75	24.48	25.22	25.97	26.74
	Maintenance Repairworker II	23.75	24.48	25.22	25.97	26.74
	Marine Captain I	23.75	24.48	25.22	25.97	26.74
	Marine Engineer	23.75	24.48	25.22	25.97	26.74
	Operator Instructor	23.75	24.48	25.22	25.97	26.74
	Park Maintenance Supervisor II	23.75	24.48	25.22	25.97	26.74
	Supplies Services Supervisor	23.75	24.48	25.22	25.97	26.74
	Welder	23.75	24.48	25.22	25.97	26.74

10	Autobody Repair Worker	24.95	25.70	26.46	27.24	28.03
	Bridge Supervisor	24.95	25.70	26.46	27.24	28.03
	Building Maintenance Supervisor	24.95	25.70	26.46	27.24	28.03
	Electrician	24.95	25.70	26.46	27.24	28.03
	Ferry Operations Supervisor	24.95	25.70	26.46	27.24	28.03
	Machinist	24.95	25.70	26.46	27.24	28.03
	Mechanic (AST or T&T)	24.95	25.70	26.46	27.24	28.03
	Plant Superintendent	24.95	25.70	26.46	27.24	28.03
	Plumber	24.95	25.70	26.46	27.24	28.03
	Radio Technician Coordinator	24.95	25.70	26.46	27.24	28.03
	Radio Technician III	24.95	25.70	26.46	27.24	28.03
	Storekeeper II	24.95	25.70	26.46	27.24	28.03
11	Automotive Equipment Inspector	25.99	26.76	27.55	28.35	29.17
	Correctional Maintenance Repair Worker	25.99	26.76	27.55	28.35	29.17
	Industrial Park Services Supervisor	25.99	26.76	27.55	28.35	29.17
	Mechanic (AST and T&T)	25.99	26.76	27.55	28.35	29.17
	Welder Supervisor	25.99	26.76	27.55	28.35	29.17
12	Automotive Shop Superintendent	27.21	28.00	28.81	29.64	30.48
	Maintenance Repair Worker III	27.21	28.00	28.81	29.64	30.48
	Radio Technician IV	27.21	28.00	28.81	29.64	30.48
	Regional Maintenance Supervisor	27.21	28.00	28.81	29.64	30.48
13	Mechanic Supervisor	27.99	28.80	29.63	30.47	31.33
14	Communications Supervisor	29.84	30.69	31.55	32.43	33.33
	TMS-Bridges & Buildings	29.84	30.69	31.55	32.43	33.33
	TMS-Ferries	29.84	30.69	31.55	32.43	33.33
	TMS-Highways	29.84	30.69	31.55	32.43	33.33
15	Currently No Jobs in this Band	30.60	31.46	32.34	33.24	34.15
16	Currently No Jobs in this Band	31.35	32.23	33.12	34.03	34.96
17	Currently No Jobs in this Band	32.13	33.02	33.93	34.86	35.81
*Not Rated	Supplies Courier	17.28				
*Not Rated	Industrial Mechanic	25.09				

\*These classification were transferred from CUPE 1252 to CUPE 1190 and have not been rated.

An additional 4.8% differential will be paid to the following classifications above the rate of pay for those they supervise: Automotive Shop Superintendent supervising Mechanic Supervisors; Building Maintenance Supervisors supervising Plumbers and/or Electrician; Highway Striping Supervisors supervising Equipment Operators; Marine Captains supervising Marine Engineers. This additional premium is not considered part of base pay and will be discontinued should the above reporting relationships cease.

**SCHEDULE B - RATES FOR CASUAL CLASSIFICATIONS**

<b>Group</b>	<b>Casual Classification</b>	<b>Dec 16/17</b>	<b>Dec 16/18</b>	<b>Dec 16/19</b>	<b>Dec 16/20</b>	<b>Dec 16/21</b>	<b>Date of Signing going from 80% to 100%</b>
Band 2	Cleaning Attendant (Buildings)	14.51	15.00	15.50	16.02	16.54	20.67
	Kitchen Helper	14.51	15.00	15.50	16.02	16.54	20.67
	Prep Worker	14.51	15.00	15.50	16.02	16.54	20.67
	Sales & Service Attendant	14.51	15.00	15.50	16.02	16.54	20.67
Band 3	Cleaning Attendant (Parks)	14.86	15.36	15.86	16.38	16.91	21.14
Band 4	Prep Cook	15.40	15.91	16.43	16.96	17.50	21.87
Band 6	Patroller	16.77	17.30	17.85	18.41	18.98	23.72
	Sales & Service Attendant Supervisor	16.77	17.30	17.85	18.41	18.98	23.72
Band 7	Food Services Supervisor	17.19	17.74	18.29	18.86	19.43	24.29
Band 8	Restaurant Cook	18.04	18.60	19.18	19.76	20.35	25.44
Band 11	Patroller Supervisor	20.79	21.41	22.04	22.68	23.34	29.17



**LETTER OF INTENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: Provincial Parks Operations**

The parties recognize that certain operations in the Parks Operations and Special Operating Agencies of the Department of Tourism, Heritage and Culture operate on a continuous seven day basis. In such operations the normal work week will consist of any five consecutive dates of eight consecutive hours each, exclusive of meal periods. However, the parties may, by mutual agreement, accept other hours of work.

For further clarification, notwithstanding Article 22.05, the shift differential shall not apply to certain operations in the Parks Operations and Special Operating Agencies as the eight (8) consecutive hour shifts may fall outside the hours of 8 a.m. to 5 p.m. However, the Employer will continue the current practice in place.

Dated at Fredericton this 15<sup>th</sup> day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

### C.U.P.E. 1190 CLARIFICATION ITEMS

1. Article 1.06 and Article 24.05

Abrasive materials - Protective clothing

#### SUGGESTIONS:

<b>TYPE OF JOB</b>	<b>TYPE OF PROTECTIVE CLOTHING OR GLOVES TO BE ISSUED BY DTI</b>
(a) Welder	Leather apron & welder's gloves
(b) Sandblaster	Leather gloves & coveralls
(c) Spray painter	Plastic gloves & coveralls
(d) Asphalt Distributor or Colas spray	Plastic gloves & coveralls
(e) Soils testing	Leather gloves & coveralls on particularly messy jobs at discretion of supervisor
(f) Pressure Treated lumber handler	Plastic gloves
(g) Industrial Coatings	Plastic gloves & coveralls
(h) Formed precast (concrete)	Leather gloves
(i) Asset Maintenance	Leather gloves & cloth coveralls

Workers are expected to provide their own leather gloves and coveralls while performing routine daily tasks, such as handling lumber, material in steel drums, assorted hardware, signs, ordinary paint, etc.

**N.B.** When the above mentioned protective clothing or gloves are issued it will be the immediate supervisor's responsibility to insure that they remain at the employee's place of work i.e. Maintenance Depot, Government Garage, etc. when not being used.

**INFORMATION APPENDIX (ARTICLE 11.05)**

<b>Department</b>	<b>Unit of Operation for Layoff, Recall and Inactive Status</b>
Post-Secondary Education, Training and Labour	New Brunswick College of Craft and Design (NBCCD) Library Region
Agriculture, Aquaculture and Fisheries	Veterinary Services NB Aquarium and Marine Center
Tourism, Heritage and Culture	Park Special Operating Agency Village Historique Acadien Kings Landing NB Museum Minister's Island Historic Site
Social Development	Region
<u>Natural Resources and Energy Development</u>	District Nursery Branch Division Small Equipment Repair Facility Regional Headquarters Air Tanker Operations
Justice and Public Safety	Institution Branch
<u>Service New Brunswick</u>	<u>Zones</u>
Transportation and Infrastructure	Region District Branch Special Operating Agency <u>Dykeland Maintenance</u>

**INFORMATION APPENDIX (ARTICLE 22.03)**

<b>Department</b>	<b>Work Unit for Distribution of Overtime</b>
Post-Secondary Education , Training and Labour	New Brunswick College of Craft and Design (NBCCD) Library Region
Agriculture, Aquaculture and Fisheries	Veterinary Services NB Aquarium and Marine Center
Tourism, Heritage and Culture	Park Special Operating Agency Village Historique Acadien Kings Landing NB Museum Minister's Island Historic Site
Social Development	Region
<u>Natural Resources and Energy Development</u>	District Nursery Branch Division Small Equipment Repair Facility Regional Headquarter Air Tanker Operations
Justice and Public Safety	Institution Branch
<u>Service New Brunswick</u>	<u>Zones</u>
Transportation and Infrastructure	Highway Division Bridge Crew* Construction Crew** Survey Crew Highway Signs Crew Chipseal Crew Highway Striping Crew Stockroom Repair Facility Work Unit *** Ferry Crew Line Crew Patching Crew Section Assigned Facility <u>Dyleland Maintenance</u>

\*Bridge Crew- Overtime on Saturday, Sunday or a Holiday listed in Article 19.01, will be offered to qualified regular and seasonal employees within the same Headquarters, before being offered to persons not covered by the Collective Agreement. Headquarter offices are Bathurst, Miramichi, Moncton, Fredericton, Saint John, Edmundston, Tide Head, Rexton, Sussex, St. Stephen, Chipman, Woodstock, Andover, Tracadie, St. George, Renforth, Fredericton Junction, Hanwell Road, Nackawic and St. Basile.

\*\*Construction Crew- Overtime on Saturday, Sunday or a Holiday listed in Article 19.01, will be offered to qualified regular and seasonal employees within the same Headquarters, before being offered to persons not covered by the Collective Agreement. Headquarter offices are Bathurst, Miramichi, Moncton, Fredericton, Saint John, Edmundston, Tide Head, Rexton, Sussex, St. Stephen, Chipman, Woodstock and Andover.

Bridge and Construction Crews are separate entities from each other when determining the equitable distribution of overtime.

\*\*\*A Repair Facility Work Unit is defined as a group of employees working in a repair facility and reporting to the same supervisor. During normal hours and overtime an employee will perform the functions of his or her designated Repair Facility Work Unit. Repair Facility Work Units are separate entities from each other when determining the equitable distribution of overtime.

**LETTER OF AGREEMENT**  
**BETWEEN**  
**TREASURY BOARD**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**GENERAL LABOUR AND TRADES Part I**

**Re: Mactaquac Golf Course and Mactaquac Park**

It is understood that the Province of New Brunswick has separated the operations of the Mactaquac Golf Course, from the Mactaquac Park campground operation, by creating a Special Operating Agency to facilitate the operation and management of the golf course.

The parties agree that the terms and conditions of employment, for the employees currently covered by the General Labour and Trades Collective Agreement working at the Mactaquac Golf Course, will continue to apply as per the Collective Agreement.

The parties recognize that with the creation of the Special Operating Agency for the golf course, that the golf course and park shall be recognized as separate units of operation.

Casuals working at the golf course / park will be laid off before seasonal or full-time employees.

If additional work becomes available at the golf course, after employees are put on inactive status at the golf course, those employees will be offered the work in order of seniority. If they don't accept the work, then offers will be made to those on inactive status at the campground, in order of seniority, if they meet the job requirements. If they don't accept, then the employer may proceed at its own discretion.

All vacancies at the golf course will be filled through the competition postings. However, if the employer wishes to offer such vacancies to golf course and / or campground employees before posting, it shall be in accordance with the Collective Agreement.

It is therefore agreed that layoff and recall rights for both employees at the golf course and campground are limited to the unit of operation to which the employees are assigned, subject to casuals being laid off from either unit of operation prior to any employees being laid off.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**LETTER OF INTENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: Supplementary Pay Applicable to Positions Classified as Transportation Highway Superintendents**

The parties agree that in recognition of supervisory issues during the winter season for those employees currently classified as Transportation Highway Superintendents, the Employer will offer a 5.0% wage supplement to the regular hourly rate of pay, the value of which is not to be increased by overtime. The wage supplement is to be paid during the four (4) consecutive month period normally designated by the New Brunswick Department of Transportation and Infrastructure as the snow removal period.

This wage supplement is not retroactive and will become effective on the date of signing of the new Collective Agreement and shall remain in effect for the life of this Agreement, which expires on December 15, 2021.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**LETTER OF AGREEMENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: Secondments**

Effective the date of signing of this Letter of Agreement, the parties hereby agree that:

Prior to an employee being seconded to a position into or out of the Bargaining Unit, the Employer and the Union shall attempt to enter into a Letter of Agreement detailing the Collective Agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority and grievance/adjudication process. The seconded employee shall sign the Letter of Agreement to acknowledge that he understands and accepts the terms of the secondment.

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

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

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer



**LETTER OF UNDERSTANDING  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: Recall of Forest Wardens**

In the event of recall to perform forest warden work not requiring enforcement duties, preference shall be given to employees classified as Forest Warden II (Holding Class), notwithstanding Article 11.02(a).

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

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Michel Losier

Jean-Guy Richard

Maurice Gullison

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Scott Jamer

**LETTER OF AGREEMENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**RE: Implementation of Joint Job Evaluation Study**

If an employee's job, as determined in the Joint Job Evaluation Study, falls in a pay band with a salary range that is lower than their current wage rate, the incumbent shall keep his/her current wage rate and will be deemed "red-circled". The employee will receive an amount equal to all General Economic Increases remaining for the life of the Agreement.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

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Michel Losier

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**LETTER OF INTENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: DTI Ferry Operations**

**SHIFTS**

Many of the ferries run on a twenty four (24) hour continuous operation. Employees working in the ferry operation may work various shifts per week averaged over 6, 8 and 9 week rotations. The duration of the shifts are established based on the hours of operation for each ferry as set out by the Employer which may vary from time to time depending on demands.

**BREAK**

All employees in the ferry operation may take one (1) paid fifteen (15) minute break during each four (4) consecutive hours worked at a time approved by the responsible officer designated by the Employer.

**CASUAL EMPLOYEE SHIFTS**

Casual employees shall not work more than forty eight hours (48h) in any week (Sunday to Saturday) unless there are no regular or seasonal employees available to work the shift as per Article 22.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**LETTER OF INTENT  
BETWEEN  
TREASURY BOARD  
AND  
THE CANADIAN UNION OF PUBLIC EMPLOYEES  
GENERAL LABOUR AND TRADES Part I**

**Re: Joint Consultation Committee meetings between the Department of Transportation and Infrastructure and the Union**

The parties agree to establish a Joint Consultation Committee consisting of representatives from the Department of Transportation and Infrastructure and the Union.

The parties agree that the committee shall be employed as a forum for meaningful discussions on conditions of employment, working conditions, service delivery models and any other matters of general interest to the parties.

The Joint Consultation Committee shall function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement.

The Parties shall meet twice every year, in the months of May and October, unless otherwise mutually agreed by the parties.

Notwithstanding 25.04, the Union will be responsible for the payment/re-imbusement of the wages for its representatives, including expenses for travel and accommodations. All other expenses associated with the Joint Consultation Committee will be borne by the Employer.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**APPENDIX A**

**Re: CASUAL EMPLOYEES with less than six (6) continuous months of service**

**Applicability of the Collective Agreement**

**A. The following Articles only shall apply to casual employees with less than six (6) continuous months of service as defined in Article 1.04 (f):**

PREAMBLE

ARTICLE 1 - DEFINITIONS (Except 1.10 & 1.15 Does not Apply)

ARTICLE 2 - APPLICATION OF AGREEMENT

ARTICLE 3 - RECOGNITION

ARTICLE 4 - PROVINCIAL SECURITY

ARTICLE 5 - MANAGEMENT RIGHTS

ARTICLE 6 - CHECK OFF OF UNION DUES

ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

ARTICLE 8 - STRIKES AND LOCKOUTS

ARTICLE 12 - UNION REPRESENTATION

ARTICLE 13 - BULLETIN BOARDS

ARTICLE 14 - GRIEVANCE PROCEDURE: (except for 14.07)

Discipline and discharge of a casual employee who has worked 1,040 normal hours or more with the Employer shall be subject to grievance and adjudication procedures, provided there has not been a break in casual employment of more than 12 months.

ARTICLE 15 - ADJUDICATION

Discipline and discharge of a casual employee who has worked 1,040 normal hours or more with the Employer shall be subject to grievance and adjudication procedures, provided there has not been a break in casual employment of more than 12 months.

ARTICLE 20 - INJURED ON DUTY

ARTICLE 21 - HOURS OF WORK (ONLY 21.01, 21.06, 21.07, 21.08 AND 21.09)

ARTICLE 24 - SAFETY AND HEALTH (ONLY 24.01, 24.04, 24.05, 24.06, 24.07, 24.08 AND 24.10)

ARTICLE 25 - JOINT CONSULTATION (ONLY 25.01, 25.02 AND 25.03)

ARTICLE 26 - NOTICES

ARTICLE 27 - COPIES OF THE AGREEMENT

ARTICLE 30 - TRAVEL REGULATIONS AND MEAL AND BOARD ALLOWANCES

ARTICLE 31 - NO DISCRIMINATION

ARTICLE 33 - TEMPORARY ASSIGNMENT (only 33.03 and 33.04).

Only applies when regular and seasonal employees have been given the first opportunity for the Temporary Assignment

ARTICLE 34 - CLASSIFICATIONS (except 34.03 only if in a casual classification)

ARTICLE 38 - SAFETY COMMUNICATIONS

ARTICLE 42 - DURATION

LETTER OF INTENT RE: PARKS OPERATIONS AND SPECIAL OPERATING AGENCIES

C.U.P.E. 1190 CLARIFICATION ITEMS

LETTER OF AGREEMENT RE: MACTAQUAC GOLF AND PARK OPERATIONS (THC)

**B. The following Articles below will not apply to casual employees with less than six (6) continuous months of service. Instead, the following provisions will apply.**

ARTICLE 9 – DISCIPLINE

Notwithstanding anything in this Article, given the temporary, sporadic nature of employment for casual employees who have worked for 1,040 normal hours or more with the Employer, provided there has not been a break in casual employment of more than 12 months, the Employer may terminate the employment without just cause at any time; however the decision must be reasonable and non-arbitrary. Further, in accordance with the *Civil Service Act*, a person who is appointed on a temporary or casual basis ceases to be employed at the expiration of the temporary or casual employment.

ARTICLE 10 – SENIORITY

Does not apply to casual employees. However, 10.03 (a) (for leaves under the *ESA*) and (c), 10.05 (a), (c) and (d); 10.07 and 10.08) will apply.

Casual seniority for casual employees shall be the hours worked in casual employment, excluding overtime hours, within a Department or Agency since June 17, 2010, including any retroactive seniority recognized by the Department by October 27, 2012 for work performed since January 1, 2002.

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

ARTICLE 11 - LAYOFF, INACTIVE STATUS, AND RECALL

Does not apply to casual employees. However, if recurring seasonal casual work is available, a casual employee employed on a recurring seasonal basis shall be eligible for recall within the same classification and unit of operation (see “section D” below) in which he/she has previously worked. Recall shall be based on seniority and satisfactory work performance, provided that he/she has the skills, qualifications and experience required to do the work. If a recurring seasonal casual employee’s employment is extended beyond the 6-month period during the same season, he will remain eligible for recall for the next season, provided he is not prevented from doing so due to limitations of section 17(3) of the *Civil Service Act*, where applicable.

Where the Employer determines that more than one casual employee has performed such work satisfactorily, has the skills, qualifications, and experience to do the work, the employee with greater seniority shall be given preference for seasonal recall. Where the seniority of these casual employees is equivalent, the Employer shall use the date of hire. If the date of hire is equivalent, then the Employer shall have the right to assign the casual work.

If the work previously performed by a recurring seasonal casual employee is no longer available, the employee will be offered only the work of the least senior recurring seasonal casual employee in an equal or lower classification in the unit of operation. This is providing the recurring seasonal casual employee has the skills, qualifications and related experience required to do that work as determined by the Employer. The employee will be compensated at the applicable job rate of the new classification.

The Employer shall use reverse seniority when terminating the employment of a recurring seasonal casual employee within that classification and the Unit of Operation for Seasonal Casual Termination as per Appendix re Casual Employees, Section D provided the remaining employees have the skills, qualifications and experience to do the work.

Recruitment and retention issues in some units of operation of the Department of Tourism, Heritage and Culture would be considered a situation where applying reverse seniority for the termination of casual employment as set out above is not feasible.

ARTICLE 16 – VACATIONS

Does not apply to casual employees. However, the Employer shall pay casual employees four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

#### ARTICLE 18 – LEAVE OF ABSENCE

Does not apply to casual employees. However:

- a) Casual employees are entitled to leave of absence without pay, as outlined in the *Employment Standards Act*;
- b) individuals on the casual employee list who are unavailable for work due to maternity leave and/or child care leave, illness or disability will advise the Employer when they become available for casual work;
- c) Articles 18.08 and 18.09 shall apply.
- d) Article 18.10 shall not apply. However, casuals who are selected or elected for a full-time position with the union shall continue to accumulate casual seniority as long as the casual work continues to exist for a period of up to 24 months based on the known hours they would have worked if they had not been on leave.

#### ARTICLE 19 – HOLIDAYS

Does not apply to casual employees. However, a casual employee who has been employed for at least 90 calendar days during the 12 months before the public holiday; and who has worked his scheduled regular day of work before and after the holiday (this is not necessarily the day immediately before or after the holiday), shall receive their regular rate of pay for the public holiday identified in the *Employment Standards Act* as follows:

- New Year's Day;
- Family Day
- Good Friday;
- Canada Day;
- New Brunswick Day;
- Labour Day;
- Remembrance Day;
- Christmas.

#### ARTICLE 22 - OVERTIME/SHIFT PREMIUM/CALL BACK

Does not apply to casual employees. However, casual employees shall be paid:

- (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 minimum wage for each hour they work in excess of forty-four (44) hours per week.
- (b) Notwithstanding (a) above, any Department or Agency, or region, district or office thereof, with a current overtime practice whereby hours worked in a week in excess of forty (40) are considered overtime for casual employees employed for less than six (6) continuous months shall continue such practice.

#### ARTICLE 29 - WAGES

Does not apply to casual employees. However, casual employees shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the casual employee is working;  
or,
- (b) the same percentage of the rate paid to the casual employee immediately prior to the commencement of this Agreement.

The rate of pay for a casual employee may be at a rate higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Deputy Head, such higher rate is deemed necessary.

#### ARTICLE 36 - EMPLOYEE BENEFITS

Does not apply to casual employees. However, casual employees who meet the eligibility criteria for the insured benefit programs may be entitled to 36.01 and 36.02.

#### ARTICLE 37 – UNIFORMS

37.01 Where the Employer requires the casual employee to wear a uniform in the course of his duties, such uniform shall be provided by the Employer. Uniforms shall remain the property of the Employer and shall not be worn off-duty.

#### ADDENDUM TO THE COLLECTIVE AGREEMENT

Does not apply to casual employees. However, when a casual is hired to backfill a position, as per 21.02 of the Addendum, the following provisions in the Addendum will apply: Article 21 (Hours of Work), Article 22 (Overtime/Shift Premium/Call Back/Standby), Article 29 (Wages), and LOI re O.P.P.

**C. The following provisions shall not apply to casual employees with less than six (6) continuous months of service:**

ARTICLE 17 – SICK LEAVE

ARTICLE 23 - RETIREMENT ALLOWANCE

ARTICLE 28 - PROBATIONARY EMPLOYEES

ARTICLE 32 - PROMOTION, DEMOTION AND TRANSFER

ARTICLE 35 - PAST PRACTICES

ARTICLE 39 - JOB SECURITY

ARTICLE 40 - PART-TIME EMPLOYEE PROVISIONS

ARTICLE 41 - TECHNOLOGICAL CHANGE

INFORMATION APPENDIX (ARTICLE 11.05) - Unit of Operation for Layoff, Recall and Inactive Status

INFORMATION APPENDIX (ARTICLE 22.03) - Work Unit for Distribution of Overtime

LETTER OF INTENT - Re: Supplementary Pay Applicable to Positions Classified as Transportation Highway Superintendents

LETTER OF AGREEMENT - Re: Secondments

LETTER OF UNDERSTANDING - Re: Recall of Forest Wardens

**D. Unit of Operation for Seasonal Casual Recall and Termination:**

**Department**

Agriculture, Aquaculture and Fisheries

Departmental Office

Regional Office

Veterinary Services

NB Aquarium and Marine Center

Tourism, Heritage and Culture

Park

Special Operating Agency

Village Historique Acadien

Kings Landing

Minister's Island

Historic Site

NB Museum



Natural Resources and Energy Development

District  
Nursery  
Branch Division  
Small Equipment Repair Facility  
Regional Headquarters  
Air Tanker Operations

Transportation and Infrastructure

Region  
District  
Branch  
Special Operating Agency  
Dykeman Maintenance

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Brent Wiggins

Jill Green

Joey Kelly

Thomas Johansen

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

## Appendix B

### RE: CASUAL EMPLOYEES with more than six (6) continuous months of service

#### Applicability of the Collective Agreement

- A. Casual employees with more than six (6) continuous months of service shall be entitled to all the rights and benefits of the collective agreement except for the items listed in Section B and C below.**
- B. The following Articles below will not apply to casual employees with more than six (6) continuous months of service. Instead, the following provisions will apply:**

#### ARTICLE 9- DISCIPLINE

Notwithstanding anything in this Article, given the temporary, sporadic nature of employment for casual employees who have worked for 1040 normal hours or more with the Employer, provided there has not been a break in casual employment of more than 12 months, the Employer may terminate the employment without just cause at any time; however the decision must be reasonable and non-arbitrary. Further, in accordance with the *Civil Service Act*, a person who is appointed on a temporary or casual basis ceases to be employed at the expiration of the temporary or casual employment.

#### ARTICLE 10- SENIORITY

Does not apply to casual employees. However, 10.03 (a) (for leaves under the *ESA*) (b) and (c), 10.05 (a), (c) and (d); 10.07 and 10.08) will apply.

Casual seniority for casual employees shall be the hours worked in casual employment, excluding overtime hours within a Department or Agency.

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

ARTICLE 11- LAYOFF, INACTIVE STATUS AND RECALL- Does not apply to casuals. The following applies instead:

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

- a. The employee's work performance and attendance record have been satisfactory;
- b. The employee possesses the requisite qualifications (including language proficiency, education and work experience);
- c. The employee is readily available to perform such work;
- d. The employee has 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
- e. The employee is not prevented from completing the casual assignment due to limitations of section 17(3) of the *Civil Service Act*, where applicable.

The unit of operation for recall of casuals under this Article shall be in accordance with Article 11.05. 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. This recall does not apply to recurring seasonal casuals.

ARTICLE 14- GRIEVANCE PROCEDURE- Applies except for Article 14.07

Discipline and discharge of a casual employee who has worked 1040 normal hours or more with the Employer shall be subject to grievance and adjudication procedures, provided there has not been a break in casual employment of more than 12 months.

ARTICLE 15- ADJUDICATION

Discipline and discharge of a casual employee who has worked 1040 normal hours or more with the Employer shall be subject to grievance and adjudication procedures, provided there has not been a break in casual employment of more than 12 months.

ARTICLE 34- CLASSIFICATIONS- Applies except 34.03 does not apply except for those in a casual classification.

**C. The following provisions shall not apply to casual employees:**

ARTICLE 1- DEFINITIONS- APPLIES except for 1.10 & 1.15

ARTICLE 16- VACATIONS- APPLIES except for Article 16.10

ARTICLE 17- SICK LEAVE- APPLIES except for Articles 17.07, 17.09 and 17.10

ARTICLE 23- RETIREMENT ALLOWANCE

ARTICLE 28- PROBATIONARY EMPLOYEES

ARTICLE 32- PROMOTION, DEMOTION AND TRANSFER

ARTICLE 36 - EMPLOYEE BENEFITS- APPLIES except for Article 36.03 & Article 36.04

ARTICLE 39- JOB SECURITY

ARTICLE 40-PART-TIME EMPLOYEE PROVISIONS

ARTICLE 41- TECHNOLOGICAL CHANGE

INFORMATION APPENDIX (ARTICLE 11.05) - Unit of Operation for Layoff, Recall and Inactive Status

LETTER OF AGREEMENT - Re: Secondments

LETTER OF UNDERSTANDING - Re: Recall of Forest Wardens

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

**LETTER OF INTENT**  
**Between**  
**Treasury Board**  
**And**  
**The Canadian Union of Public Employees**  
**Group: General Labour and Trades (Part I)**

**Re: Health Services Division at Service New Brunswick**

The parties agree that the transfer agreement dated February 29, 2016 relating to the transfer of former members of CUPE 1252 to the Health Services Division of Service New Brunswick and also applicable to new employees hired by Service New Brunswick into a position in the Health Services Division remains in effect.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

Scott Jamer

## **ADDENDUM TO THE COLLECTIVE AGREEMENT**

**Between**

**Treasury Board**

**And**

**The Canadian Union of Public Employees**

**Group: General Labour and Trades (Part I)**

### **Re: Winter Maintenance Program at the Department of Transportation and Infrastructure**

In accordance with the Letter of Understanding between the parties concerning the implementation of the Winter Maintenance Program at the Department of Transportation and Infrastructure, signed on October 10, 2006, the following amendments to the Collective Agreement shall prevail for employees working under the Winter Maintenance Program. All other articles of the present Collective Agreement not referred to in this Addendum shall remain in effect. This Addendum is effective annually, for the seventeen week Winter Maintenance Program season.

#### **ARTICLE 1 – DEFINITIONS:**

1.07 "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action. Employees will be required to report immediately in event of emergency.

1.17 "Forty-five (45) hour threshold" means the number of hours that i) an employee will be paid per week even if less hours are worked or ii) the number of hours which must be worked before becoming eligible for overtime, with the exception of holidays.

1.18 "Scheduled State"- means when an employee has been given scheduled notice or storm notice.

1.19 "Stand-by State" - means when an employee is assigned stand by duty. An employee on stand-by is the first to be called when employees are required.

1.20 "Unscheduled State"- means when an employee is not in the work, scheduled or stand-by state. The employee may be moved from the unscheduled state to the work, scheduled or stand-by state in response to operational requirements.

1.21 "Work State" - means when an employee is reporting to work Monday to Friday from 8:00am to 5:00pm

1.22 Scheduled Notice - means when an employee on unscheduled or stand-by is given a minimum 12 hours notice that he will be required to work between 8:00am to 5:00pm on any day between Monday to Friday to perform any maintenance tasks.

1.23 Storm Notice - means when any employee is given a minimum 12 hours notice that he will be required to report to work to perform plowing, sanding, salting, snow blowing, pushing back banks and scarifying/ grading roads. If, during the storm notice period, the employee is no longer required to report to work, he shall be so advised by the employer. If the employee is not notified that he is no longer required to report to work, he shall be compensated in accordance with Article 22.07.

#### **ARTICLE 9 – DISCIPLINE:**

9.01 An employee may not be disciplined except for just cause and the employee shall be informed within fourteen (14) days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within said fourteen (14) day period.

Failure of the Employer to provide such written reasons for suspension, discharge, or demotions shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension, discharge or demotion took effect to the date the written reason is presented to the employee.

9.04 Where an employee alleges that he has been suspended, discharged or demoted or suffers a financial penalty in violation of Article 9.01 he may within twenty - eight (28) days of the date of his suspension, discharge or demotion, or financial penalty invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance he shall lodge his grievance at the final level of the grievance procedure.

9.07 A suspension shall be for a specified period of time not exceeding fourteen (14) days, however, this clause shall apply separately to each incident and cannot be applied concurrently to the same incident.

9.10 On the expiration of three hundred and sixty-five (365) days after the disciplinary action has been taken against an employee, the record of disciplinary action shall be removed from the file of an employee and shall not be used against him. For the purpose of this Article, days on which an employee is on approved leave of absence with pay shall be considered a day.

#### **ARTICLE 10 – SENIORITY:**

10.05 (d) he is absent without leave for a period in excess of three (3) consecutive days without reasonable explanation;

(e) when recalled he fails to return to work within seven (7) days after being notified by registered mail. It shall be the responsibility of the employee to keep the employer informed of his present mailing address. An employee recalled for employment of a short-term duration up to twenty-eight (28) days at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work. Such an employee shall waive his recall rights until regular work for which he has the required ability to perform becomes available. An employee recalled for employment outside his classification or to an area (as specified by the employee) outside his normal place of work, shall not lose his recall rights for refusal to return to work.

10.09 Employees working under the Winter Maintenance Program will accumulate seniority at the same rate as other employees.

#### **ARTICLE 11 – LAYOFF, INACTIVE STATUS AND RECALL:**

11.03 Where the Employer intends to layoff an employee or place a seasonal Civil Servant on inactive status the employee shall be given not less than fourteen (14) days written notice of such layoffs. If the employee has not had the opportunity to work during the term of notice, he shall be paid in lieu thereof for such days. This clause will not apply to employees hired or recalled for employment of less than a month duration. Any notice of layoff or inactive status shall only be bona fide for a period of one (1) calendar month. Should an employee's period of employment be extended and it is continuous to the date in the written notice, to a maximum of twenty-eight (28) days, no further written notice is required.

#### **ARTICLE 14 – GRIEVANCE PROCEDURE:**

14.01 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 the Employer, as soon as possible after the circumstances giving rise to the complaint occur, so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. The employee shall be accompanied by a Union representative at a subsequent meeting. The employee must notify his/her supervisor in advance of the intention to exercise this option.

14.02 Where an employee feels himself to be aggrieved by the interpretation or application of a provision, of 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 where the person has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

**STEP ONE:** Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service, registered mail, email or fax, 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. The form shall be completed in full, providing details of the alleged grievance. Grievances pertaining to articles of this addendum must be identified on the grievance form as a Winter Maintenance Program related grievance.

Upon receipt of the grievance by the person designated as the first level of the grievance procedure, the twenty (20) working day time frame that the employer has to reply will be waived with respect to articles in this Addendum until such time the parties have the opportunity to meet in order to attempt to resolve the alleged grievance. If the parties determine they are unable to resolve the alleged grievance, the twenty (20) working day time frame for reply or satisfactory settlement will commence from the date of such determination. If the employee receives no reply or does not receive satisfactory settlement within this twenty (20) working day time frame the employee may proceed to the Final Step.

**FINAL STEP:** Within ten (10) working days from the expiration of the twenty (20) working day period referred to in Step One, the employee may present his grievance in writing at the final level of the Grievance Process either by personal service, registered mail, email or fax, to the person designated by the Employer as the final level in the Grievance Process for the Department in which he is employed. Any settlement proposed by the Employer at level one and any reply must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within ten (10) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within ten (10) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 15 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

14.04 If advantage of the provisions of this Article have not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

#### **ARTICLE 16 – VACATIONS:**

16.01 Subject to Article 16.07, each employee shall earn vacation leave credits for each calendar month for which he receives pay for at least fourteen (14) days.

16.07 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 9 (Discipline) exceeds one-half (½) the number of 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.

#### **ARTICLE 17 – SICK LEAVE:**

17.01 (a) Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1 ¼) days per month for each calendar month for which he receives pay for at least fourteen (14) days to a maximum credit of two hundred and forty (240) days.

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

17.06 An employee in scheduled, stand-by or work state who is unable to report to work on account of sickness or accident who wishes to use his sick leave credits for such absence, must notify his immediate supervisor as soon as possible. An employee on stand-by who is unable to report to work for more than one-half (1/2) of his stand-by period will be required to use a full sick leave credit of eight (8) hours. An employee on stand-by who is unable to report to work for less than one half (1/2) of his stand-by period will be required to use a sick leave credit (to the nearest two (2) hour increment) based upon the number of hours remaining in the work period for which he is unavailable.

An unscheduled employee must advise his Supervisor if, due to sickness or accident, he is unable to report to work. Sick leave credits will be required for an unscheduled employee if he is subsequently required to report to work and is unable to do so.

17.12 Sick leave credits will not be required for an employee who:

- (a) is unscheduled and is not required to report to work;
- (b) has met the forty-five (45) hour threshold for the week.

#### **ARTICLE 18 – LEAVE OF ABSENCE:**

18.00.1 Approved leave (i.e. vacation, sick, bereavement etc.) will be required for an employee who wishes to guarantee their time away from work or who is unable to report to work as required.

18.00.2 Leaves may be used in one-quarter (1/4) day increments to a maximum of eight (8) hours per day. Each ¼ day represents two (2) hours.

18.00.3 Time on leave may be used towards the accumulation of the weekly forty-five (45) hour threshold but will not increase the number of hours worked once the threshold has been met.

18.00.4 An employee with forty (40) hours of approved leave in a week is eligible for forty-five (45) hours pay. A maximum of (40) hours of leave credits would be required for a one-week (7-day) absence.

18.00.5 The use of leave credits is not required once the (45) hour threshold has been reached although an employee is still required to notify his supervisor if he is unable to report to work.

18.10 Emergency leave with pay may be granted to an employee by the Deputy Head or his designate for a period not exceeding seven (7) days;

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

Such leave shall not be unreasonably requested nor unreasonably withheld

18.11 Leave of Absence with pay may be granted for pre-scheduled medical or dental appointments that cannot be arranged outside required working hours. Such leave shall not be unreasonably withheld.

18.14 Employees required by the Employer to attend a course to improve their qualifications shall be credited with a maximum of eight (8) hours per day towards the forty-five (45) hour threshold.

#### **ARTICLE 19 – HOLIDAYS:**



19.00.1 A Holiday represents eight (8) hours per day.

19.00.2 Holiday time or time off in lieu shall be used towards the accumulation of the weekly forty-five (45) hour threshold but will not increase the number of hours worked once the threshold has been met.

19.00.3 An employee scheduled on Work State on a holiday will be compensated eight (8) hours stand-by pay to be applied as per Article 22.10.

19.02 (a) An employee required to work on any of the above-mentioned holidays, other than Christmas and Boxing Day shall be paid for the time so worked at the applicable overtime rate.

(b) An employee required to work on Christmas and/or Boxing Day shall be paid for the time so worked at double (2) time the employee's regular rate of pay.

19.03 Does not apply to employees covered by this Addendum.

19.04 Does not apply to employees covered by this Addendum.

19.05 Where an employee requests and where conditions permit, an employee may be granted equivalent time off in lieu of the overtime payment.

#### **ARTICLE 21 – HOURS OF WORK:**

21.02 The workweek shall be from Sunday to Saturday. Two employees will be scheduled to work in each work unit from Monday to Friday between the hours of 8:00 am to 5:00 pm. A stand-by roster of 2 employees will be established from Monday to Friday 5pm to 8am and 4 employees Sunday and Saturday for 24 hours each day shall be established.

Employees working within the program will be expected to report to work in event of emergency or dependent upon their state of employment, defined as: Work State, Stand-by State, Scheduled State or Unscheduled.

A schedule indicating employee's states of employment for each of the seventeen (17) weeks of the Program will be posted two (2) weeks prior to implementation. All employees working in the Division will be scheduled in the rotation.

Casual employees will be hired to backfill positions when for operational requirements a replacement is needed for an employee who is unable to report to work for an unspecified period of time.

21.03 Does not apply to employees covered by this Addendum.

21.04 Every effort will be made to adhere to the seventeen (17) week schedule of the Program but in the case of unforeseen circumstances, changes to the scheduling may be made without posting advance notice to the employees.

21.05 Does not apply to employees covered by this Addendum.

21.08 All employees may take one fifteen (15) minute break for every four (4) hour work period at the time approved by the responsible officer designated by the Employer.

#### **ARTICLE 22 – OVERTIME/SHIFT PREMIUM/CALL BACK/STAND-BY:**

22.01 All hours worked in excess of forty-five (45) per week (Sunday to Saturday) shall constitute overtime. Overtime shall be paid at one and one-half (1 ½) times the employee's normal rate.

22.03 Overtime will be accumulated by employees based on the rotation within the seventeen (17) week schedule. Employees shall not unreasonably refuse call-in and to do overtime.

22.05 Does not apply to employees covered by this Addendum.

22.06 Does not apply to employees covered by this Addendum.

22.07 An employee who is called in to work shall be compensated with a four (4) hour call-in. These four (4) hours will be applied to the (45)-hour threshold. When the work for which the employee is called back is completed, the employee shall be allowed to leave.

22.08 Whenever the call-in either precedes or follows but in any event is continuous to the employee's work period he shall then be paid one and one-half (1 ½) the regular rate for the hours worked provided the forty-five (45) hour threshold has been met.

22.09 Does not apply to employees covered by this Addendum.

22.10 (a) An employee designated for stand-by shall be available during his period of stand-by duty at a known telephone number, and be able to report for duty as quickly as possible if called. Employees designated for stand-by duty shall be compensated at the rate of \$1.90 per hour. Effective December 16, 2010, the stand-by rate shall be \$2.00 per hour. An employee who is unavailable to perform stand-by duties due to sickness or accident will not receive the stand-by compensation for that stand-by period unless he performed the duties for more than one-half (1/2) of the stand-by period, in which case the compensation will be for one-half (1/2) of a stand-by period.

(b) An employee required to move into the "work state" temporarily to replace an absent employee shall be selected from the "unscheduled state" and that employee shall waive his 12-hour notice.

#### **ARTICLE 24 – SAFETY AND HEALTH:**

24.07 (a) The parties agree that the provisions of the *Occupational Health and Safety Act* apply to this Bargaining Unit. Without limiting the generality of the foregoing, the provisions of the Act governing the employee's right of refusal of unsafe work apply.

(b) In accordance with the *Occupational Health & Safety Act*, the employer shall establish a code of practice to ensure, so far as is reasonably practicable, the health and safety of an employee who works alone at any time at a place of employment from risks arising out of, or in connection with, the work assigned.

#### **ARTICLE 29 – WAGES:**

29.01 (a) Wages for employees shall be as set out in Schedule "A" hereto and weekly compensation is based on forty-five (45) hours.

**LETTER OF INTENT**

**Re: Employees required for snow removal**

Employees required for snow removal under the direction of the Department of Transportation and Infrastructure will be temporarily assigned to the higher classification for a period determined by the Employer of at least four (4) consecutive months during the snow removal season, and shall be paid at the rate established for the higher classification for such period. An employee required for snow removal outside of this period shall be entitled to be paid at the rate established for the higher classification while temporarily assigned to that classification, as per 33.01 (a).

Employees assigned to drive one person truck plows (O.P.P.) alone and who have successfully completed the snow fighter course, and who are designated as snow fighters, shall receive a premium of fifty cents (\$0.50) per hour for the four (4) month period determined above. This premium is a flat rate and is not considered part of the employee's normal rate of pay, therefore it is not increased by overtime. In addition, this premium is only payable to backup operators of the one person truck plows for those hours they actually drive the one person truck plow (O.P.P.) alone. Article 33 Temporary Assignment is not applicable to this Letter of Intent with respect to the assignment of One Person Truck Plow operators.

Dated at Fredericton this 15th day of December 2021.

FOR THE EMPLOYER

Ernie Steeves

Jill Green

Thomas Johansen

FOR THE UNION

Brent Wiggins

Joey Kelly

Michel Losier

Jean-Guy Richard

Maurice Gullison

Heather Holland

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