

AGREEMENT

between

BOARD OF MANAGEMENT

and

NEW BRUNSWICK GOVERNMENT
EMPLOYEES UNION

GROUP: RESOURCE SERVICES

Expires: January 15, 2000

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE:	1
ARTICLE 1 DEFINITION:	1
ARTICLE 2 APPLICATION OF AGREEMENT:	1
ARTICLE 3 - FUTURE LEGISLATION:	1
ARTICLE 4 RECOGNITION:	2
ARTICLE 5 PROVINCIAL SECURITY:	2
ARTICLE 6 - MANAGEMENT RIGHTS:	2
ARTICLE 7 UNION SECURITY:	2
ARTICLE 8 COMMUNICATIONS:	3
ARTICLE 9 - NO DISCRIMINATION:	3
ARTICLE 10 - STRIKES AND LOCKOUTS:	3
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE: 4	4
ARTICLE 12 GRIEVANCE PROCESS:	4
ARTICLE 13 ADJUDICATION:	6
ARTICLE 14 DISCIPLINE:	6
ARTICLE 15 - SENIORITY:	7
ARTICLE 16 POSTING OF COMPETITIONS:	8
ARTICLE 17 LAYOFFS AND RECALL:	9
ARTICLE 18 TECHNOLOGICAL CHANGE:	10
ARTICLE 19 HOURS OF WORK:	10
ARTICLE 20 OVERTIME:	11
ARTICLE 21 PREMIUM PAY:	11
ARTICLE 22 PAYMENT OF WAGES AND ALLOWANCES: 12	12
ARTICLE 23 STATUTORY HOLIDAYS:	14
ARTICLE 24 - VACATIONS:	15
ARTICLE 25 SICK LEAVE:	16
ARTICLE 26 - MATERNITY LEAVE	17
ARTICLE 27 ADOPTION LEAVE:	20
ARTICLE 28 - PATERNITY LEAVE:	20
ARTICLE 29 BEREAVEMENT LEAVE:	20
ARTICLE 30 COURT LEAVE:	20
ARTICLE 31 EDUCATIONAL LEAVE:	21
ARTICLE 32 LEAVE FOR UNION BUSINESS:	21
ARTICLE 33 OTHER LEAVES OF ABSENCE:	23
ARTICLE 34 SAFETY AND HEALTH:	24
ARTICLE 35 - EMPLOYEE BENEFITS PROGRAMS:	24
ARTICLE 36 -TRAVEL POLICIES:	25
ARTICLE 37 COPIES OF THE AGREEMENT:	26
ARTICLE 38 - CLASSIFICATION APPEALS:	26
ARTICLE 39 DURATION AND TERMINATION:	26
SCHEDULE A	28
SCHEDULE B	32
POINTS GUIDE	34
LETTER OF INTENT	35
LETTER OF INTENT	36
LETTER OF INTENT	37
LETTER OF AGREEMENT	38
LETTER OF AGREEMENT	39

THIS AGREEMENT made and entered into this 27 day of November, 1997.

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

AND: THE NEW BRUNSWICK GOVERNMENT EMPLOYEES UNION, hereinafter called the "Union," party of the second part.

PREAMBLE:

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

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 - DEFINITION:

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

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

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

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

ARTICLE 2 - APPLICATION OF AGREEMENT:

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

ARTICLE 3 - FUTURE LEGISLATION:

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

ARTICLE 4 - RECOGNITION:

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

ARTICLE 5 - PROVINCIAL SECURITY:

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

ARTICLE 6 - MANAGEMENT RIGHTS:

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

ARTICLE 7 - UNION SECURITY:

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 - COMMUNICATIONS:

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

TO THE EMPLOYER: The Director of Labour Relations
Department of Finance
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

TO THE UNION: The Director
N.B. Government Employees' Union
1115 Regent St., Suite 204
Fredericton, N. B.
E3B 3Z2

8.02 Union Notices

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

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

ARTICLE 9 - NO DISCRIMINATION:

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

ARTICLE 10 - STRIKES AND LOCKOUTS:

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

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS
COMMITTEE:

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee comprising of a maximum of four (4) representatives of the Union and employees combined and a maximum of four (4) representatives of the Employer.

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

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

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

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

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

11.07 The matters which would be referred to and considered by this Committee are only matters involving two (2) or more employees.

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

ARTICLE 12 - GRIEVANCE PROCESS:

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, he will be encouraged to discuss the matter with his Supervisor as soon as possible after the circumstance giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

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

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

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

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

within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

12.03 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Union.

12.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in 12.05 hereof.

12.05 At the request of either party to this Agreement, it may be mutually agreed to extend the time limits specified herein.

12.06 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Three of the grievance procedure within twenty (20) days of the occurrence thereof. Should the matter not be settled, the matter may be referred pursuant to Section 92(1) of the *Public Service Labour Relations Act*.

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

ARTICLE 13 - ADJUDICATION:

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

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

13.03 An adjudicator or board of adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms thereof.

ARTICLE 14 - DISCIPLINE:

14.01 An employee may be disciplined by oral or written reprimand, suspension

with pay, suspension without pay, or discharge.

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

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

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

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

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

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

14.08 Where an employee alleges that he has been suspended or discharged in violation of clause 14.02, he may within twenty (20) days of the date of his suspension or discharge invoke the grievance procedure including adjudication as set out in this agreement and for the purpose of a grievance alleging violation of clause 14.02, he shall lodge his grievance at the final level of the grievance procedure.

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

14.10 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 14.02, then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.

ARTICLE 15 - SENIORITY:

15.01 An employee shall be considered to be on probation for a period of six (6) months immediately following the date on which the person reports to the Deputy Head for duty, provided that on the expiration of such period of six (6) months the Deputy Head may extend the probationary period for further periods of three (3) months, but the total probationary period shall not exceed twelve (12)

months. An employee who has completed his probationary period shall have his seniority dated back to the date on which his continuous service began.

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

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

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

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

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

(c) An employee will retain previous seniority but will not accumulate additional seniority when on a continuous period of absence from work due to seasonal lay off, leave of absence without pay or suspension without pay, exceeding one-half (1/2) the number of working days in any month.

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

15.05 Employees' Service Record List

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

(b) The list of employees shall include the commencement date of each employee, the number of sick leave days and vacation days accumulated to the credit of each employee.

ARTICLE 16 - POSTING OF COMPETITIONS:

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

(b) Notwithstanding Article 16.01 (a) above, vacant positions within the flexible levels of the applicable series may be filled by means of transfer.

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

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

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

ARTICLE 17 - LAYOFFS AND RECALL:

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

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

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

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

- (a) a four (4) month prior notice of layoff; and
- (b) reassignment, where possible, within the same District, Region, Branch or Department.
- (c) alternate employment where possible within the public service at a comparable level of responsibility and salary.

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

17.06 Subject to the provisions of the *Civil Service Act*, laid off employees shall be recalled for available work in order of seniority.

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

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

ARTICLE 18 - TECHNOLOGICAL CHANGE:

Definition:

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

Introduction:

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

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

Notice:

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

Training:

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

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

ARTICLE 19 - HOURS OF WORK:

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

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

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

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

19.05 Any hours worked in excess of the normal hours shall be considered overtime. Overtime must be authorized by the employee's immediate supervisor prior to the overtime being worked.

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

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

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

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

ARTICLE 20 - OVERTIME:

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

20.02 Where operational requirements permit overtime must be authorized in advance by the Deputy Head or Chief Executive Officer or other delegated authority.

20.03 Overtime shall be compensated by payment of one and one-half (1-1/2) times the employee's regular rate or by one and one half (1-1/2) times off at the discretion of the employee.

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

ARTICLE 21 - PREMIUM PAY:

21.01 Effective August 16, 1997, an employee shall be entitled to a shift differential of ~~forty-five cents (45¢)~~ per hour for all hours worked on a shift where at least half of the hours worked on a shift fall between 4:00 p.m. of one day and 8:00 a.m. of the following day. Shift premiums shall not be paid for time worked at the overtime rate.

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

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

ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES:

22.01 Rates of Pay

The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement, and the said rates of pay shall be effective from January 16, 1996.

22.02 Telephone Allowance

Every employee whose name and private telephone number are posted in any public telephone directory or public notice, as a representative of the Employer, shall have his telephone account, for exchange services, paid by the Employer.

22.03 Acting Pay

Where an employee is required to perform the primary functions of a higher position (a position with a higher maximum salary) than the one held by him for a temporary period of five (5) or more consecutive working days, the employee shall be paid acting pay in the amount of five percent (5%) of his current salary or the minimum for the higher classification, whichever is greater.

22.04 Anniversary Increases

(a) The anniversary date shall be the date an employee commenced work provided no break in service has occurred.

(b) The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the work performance of the employee.

(c) The Employer shall grant an anniversary pay increment to an employee on the first day of the bi-weekly pay period that includes his anniversary date provided he has not reached the maximum rate of pay for the position held and provided his work performance is satisfactory to the Employer.

(d) Notwithstanding (c) above part time and seasonal employees shall be eligible for an anniversary increment on a pro-rated basis. The pro ratio being the hours regularly worked on an annual basis in relation to the normal hours worked by full time employees.

(e) The Employer shall notify an employee, prior to his anniversary date, when an anniversary pay increment is not to be granted. Such notice shall contain the reason(s) as to why the employee's work performance was not satisfactory.

(f) Where an employee is not granted a pay increment due to an omission or error the employee shall be granted the increase on a subsequent date, retroactive to the first day of the bi-weekly pay period which included his anniversary date for such increment.

(g) Where an employee is not granted an anniversary pay increment and the reason for not granting the increment is remedied or ceases to exist within three (3) months following his anniversary date, the increment shall be granted to the employee on the first day of the bi-weekly pay period that includes the first day of the month which is three (3) months following the anniversary date.

(h) Where a pay increment is granted to an employee under Article 22.04 (g) the employee's anniversary date shall not change.

(i) Where an employee is required to perform for a temporary period (which is not a demotion), the duties of a lower paid classification the employee shall not lose his right to an anniversary increase.

22.05 Promotions, Demotions and Transfers

(a) For the purpose of this Agreement the appointment of an employee to a different position constitutes:

- (i) a promotion, where the maximum rate of pay applicable to the new position to which the employee is appointed exceeds the maximum rate of pay applicable to the position held by him immediately prior to that appointment;
- (ii) a demotion, where the maximum rate of pay applicable to the new position to which the employee is appointed is less than the maximum rate of pay applicable to the position held by him immediately prior to that appointment; or
- (iii) a transfer, where his new appointment does not constitute a promotion or demotion.

(b) Where an employee is promoted he shall move to the step of the salary range for the new position that will increase his salary at least five percent (5%) or to the minimum for the new position, whichever is greater.

(c) Where an employee is promoted, adjustment of salary shall be effective, at the latest, on the first day of the bi-weekly pay period that includes the effective date of the promotion and the anniversary date will not change.

(d) Where an employee is transferred he shall retain the salary he was receiving immediately prior to the transfer and shall be eligible for annual increments, if his retained salary is below the maximum for the position to which he was transferred.

(e) The anniversary date of an employee who is demoted or transferred shall not change.

(f) Where an employee is appointed to a position that has a lower maximum rate of pay than his rate of pay in a position that he held at the time the

appointment was made. the Employer may authorize the continuance of that employee's present rate of pay.

(g) Where an employee is promoted on his anniversary date and is eligible to receive an increase in accordance with Clause 22.05(b) and also is eligible to receive an annual increment in his former position, he shall, unless otherwise recommended by the Employer, be paid at the rate of pay that gives him an increase of two (2) steps in the pay range or the minimum for the position, whichever is greater.

(h) Upon transfer from or to Parts II, III. or from Part IV of the Public Service:

- (i) an employee is entitled to transfer unused sick leave credits to a maximum of 240 days credits;
- (ii) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option;
- (iii) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;
- (iv) an employee shall be entitled to transfer his accumulated pension credits to any other pension plan that is applicable upon his becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 23 - STATUTORY HOLIDAYS:

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

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

23.02 (a) An employee required to work on any of the above mentioned holiday% other than Christmas and Boxing Da): shall be paid for the time so worked at

the applicable overtime rate in addition to that day's pay.

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

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

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

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

ARTICLE 24 - VACATIONS:

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

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

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

24.04 Vacation leave credit:

- (i) for employees with eight (8) or less consecutive years of employment shall be one and one-quarter (1 1/4) days per calendar month.
- (ii) for employees with more than eight (8) years consecutive service shall be one and two thirds (1 2/3) days per calendar month.
- (iii) for employees with more than twenty (20) years consecutive service shall be two and one twelfth (2 1/12) days per calendar month.

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

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

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

(b) for days on which the employee is on leave of absence with pay pursuant to the terms of this agreement.

(c) for days on which the employee is on leave without pay for Union business.

(d) for days on which the employee is on sick leave pursuant to the terms of this agreement.

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

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

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

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

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

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

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

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

ARTICLE 25 - SICK LEAVE:

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

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

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

25.04 Where a continuous period of absence from work on leave of absence without pay, seasonal layoff or suspension without pay not in violation of Article 14.01, exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave, seasonal layoff or suspension without pay.

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

25.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half day may be deducted as one-half day, absence for more than one-half day but less than one full day may be deducted as a full day.

25.07 After three (3) working days lost time due to sickness, a Doctor's certificate shall be submitted by the employee when requested by the Employer. Of time lost will be deducted from the employee's wages. An employee may be required to produce a Doctor's certificate for less than three (3) days absence for which sick leave is claimed, and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages.

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

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

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

25.09 Advanced sick leave as described in Article 25.08 will be deducted from future credits subsequently earned by the employee. Where the employment of an employee who has been granted advanced sick leave in accordance with clause 25.08 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment.

ARTICLE 26 - MATERNITY LEAVE:

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

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

(b) give notice of resignation to be effective within the three (3) month

period immediately preceding the expected date of the termination of her pregnancy.

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

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

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

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

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

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

26.08 An employee who returns to work in accordance with Article 26.07 shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

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

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

26.11 An employee who resigns her position in accordance with Article 26.01, or 26.09 for maternity reasons shall retain her accrued benefits if she become re-

employed in Part I service within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

26.12 Employees do not accrue sick leave or vacation leave benefits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

26.13 In respect of the period of maternity leave, a maternity leave allowance payment made according to the supplementary unemployment benefit plan, where an employee is subject to a waiting period of two (2) weeks before receiving Unemployment Insurance maternity benefits, will consist of an allowance of seventy-five (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period.

26.14 Should the employee not return to work following her maternity leave the employee shall compensate the Employer for such maternity allowance payment made pursuant to 26.13.

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

26.16 After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to the *Unemployment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for unemployment insurance benefit eligibility.

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

(b) "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime, or any other form of supplementary compensation.

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

26.19 An applicant under clause 26.16 and 26.17 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

ARTICLE 27 -ADOPTION LEAVE:

27.01 Upon application in writing an employee adopting a child shall be granted a leave of absence without pay for a period of up to seventeen (17) weeks upon placement of the child.

ARTICLE 28 - PATERNITY LEAVE:

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

ARTICLE 29 - BEREAVEMENT LEAVE:

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

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

29.03 An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece or nephew, without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral.

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

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

ARTICLE 30 - COURT LEAVE:

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

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
 - (i) in or under the authority of a court of justice;

- (ii) before a court, judge, or coroner;
- (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
- (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

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

ARTICLE 31 - EDUCATIONAL LEAVE:

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

ARTICLE 32 - LEAVE FOR UNION BUSINESS:

32.01 (a) Time off for Stewards

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

(b) Employee presenting a Grievance

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

- (i) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;
- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in his region and leave without pay when the meeting is held outside his region;
- (iii) where an employee has presented a grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

(c) Employee who acts as a Representative

Where an employee wishes to represent at a meeting with the Employer an employee who has presented a Grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held in his region and leave without pay when the meeting is held outside his region.

(d) Grievance Investigations

Where an employee has asked for or is obliged to be represented by an employee *organization* in relation to the presentation of a *grievance* and an employee acting on behalf of the Union wishes to discuss the *grievance* with that employee, the employee and the representative of the Union will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his region and leave without pay when it takes place outside his region.

32.02 Contract Negotiations

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

32.03 Meetings between the Union and Management

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

32.04 Leave Without Pay

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

(a) a reasonable number of employees to attend preparatory contract negotiations meetings;

(b) elected or appointed representatives of the Union to attend executive meetings, annual general meetings and conventions of the Union and bodies to which the Union is affiliated;

(c) elected or appointed representatives attending training or educational courses related to duties or responsibilities of the Union;

(d) elected or appointed representatives of the Union to attend on occasion from time to time Union business which requires them to leave their general work area.

32.05 When leave without pay under Article 32 is granted, the employee's leave shall be given with pay and the Union will reimburse the Employer for the employee's salary costs. Employees will continue to accumulate seniority and other benefits while on such leave without pay for Union business and such leaves will not be subject to the provisions of Article 15.03(c). This is not intended to cover situations of lengthy continuous absences or situations covered by 32.06.

32.06 Union Employment

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

ARTICLE 33 - OTHER LEAVES OF ABSENCE:

33.01 Conference Assignment

(a) Where the Deputy Head assigns an employee to attend a conference or seminar for a period not exceeding one (1) month, payment of the employee's reasonable expenses may be approved by the Deputy Head.

(b) The Board of Management, on the request of the Deputy Head

- (i) may assign an employee to attend a conference or seminar for a period exceeding one (1) month; and
- (ii) shall determine prior to the conference assignment what payments will be made to the employee for his expenses.

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

33.02 Miscellaneous Leave

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

33.03 Emergency Leave

(a) Subject to Article 33.03 (b) emergency leave with pay may be granted to an employee by:

- (i) the Deputy Head for a period not exceeding five (5) working days; or
- (ii) the Board of Management, upon the recommendation of the Deputy Head.

(b) Emergency Leave may be granted:

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

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

33.04 Examination Leave

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

33.05 Dental and Medical Leave

(a) The Employer may at his discretion, and upon such terms as he deems advisable, grant leaves of absence with pay to an employee up to one day for

medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

(b) The Parties to this Agreement hereby declare that it is their intention that where leave is granted pursuant to Article 33.05 leave may include the purpose of transportation of members of the employee's immediate family to a doctor or dentist outside his place of residence where the professional services required are not available from a doctor or dentist at the employee's place of residence.

ARTICLE 34 - SAFETY AND HEALTH:

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

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

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

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

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

ARTICLE 35 - EMPLOYEE BENEFITS PROGRAMS:

35.01 Blue Cross

(a) As soon as possible following notification of ratification of the collective agreement the Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross Plan TD 129, or its equivalent, for all employees who have completed their probationary period. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

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

(c) In the event that, during the life of this Agreement, additional benefits are added to the Blue Cross Plans resulting in higher premiums being levied by Blue Cross, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present 50-50 cost sharing basis of the Plan.

35.02 Injured on Duty

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

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

35.03 Group Life

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

35.04 Retirement

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

35.05 Retirement Allowance

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

(b) An employee who "retires" is one who:

- (i) retires at age ~~sixty~~ (or later);
- (ii) is granted under the *Public Service Superannuation Act*:
an annual allowance (an actuarially reduced pension); ~~or~~
an immediate pension.

(c) Where an employee retires due to disability, death, or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be.

(d) 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, to the employee, his beneficiary, or estate as the case may be.

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

ARTICLE 36 - TRAVEL POLICIES:

36.01 The parties agree that all employees in this unit have a fixed and precise



location at which they must report to work each day, with such location being the Departmental office to which the employee normally reports or his place of residence where so designated in writing by the Deputy Minister, and therefore come within the scope of the first sentence of Section 4.5 of the Travel Directive AD 2801 consolidated to August 5, 1993.

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

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

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

ARTICLE 37 - COPIES OF THE AGREEMENT:

37.01 The Employer shall have printed a sufficient number of bilingual copies of this Agreement as soon as practicably possible so that each employee in the Bargaining Unit may have a copy within a reasonable time after the execution of this Agreement.

37.02 The Employer shall supply any new employee with a copy of this Agreement as soon as possible after the employee has commenced his employment.

ARTICLE 38 - CLASSIFICATION APPEALS:

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

The Employer and the Union recognize the desirability of the prompt resolution of problems arising out of the classification assigned by the Employer to an employee's position and agree that those classification appeals which qualify shall be processed and resolved in accordance with Treasury Board Minute 75-512 as amended from time to time.

ARTICLE 39 - DURATION AND TERMINATION:

39.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect beginning January 16, 1996, and ending January 15, 2000, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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



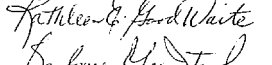
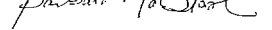
39.03 If a NEW classification COMES into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, which affect any member of the Bargaining Unit, the pay for such classification shall be determined by negotiations between the Employer and the Union.

39.04 In the event that the Employer and the Union are unable to agree on the pay rate for such classification, (per Article 39.03 above) the dispute shall be submitted to binding arbitration by either Party. Within five (5) days of notice to the other Party of such an intent the Parties shall name side members to the Arbitration Board who shall in turn within ten (10) days of that five (5) day period name a Chairman. If the side members are unable to agree upon a Chairman then the Chairman of the Labour and Employment Board shall be asked to appoint a Chairman.

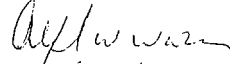

39.05 All monetary benefits other than wages shall take effect from date of signing of the Agreement unless otherwise specifically agreed elsewhere in the Agreement.

IN WITNESS WHEREOF the parties have signed this 27th day of November, 1997.

FOR THE EMPLOYER

FOR THE UNION:

SCHEDULE A

RESOURCE SERVICES (124)
EFFECTIVE: JANUARY 16, 1996 (0%)
BIWEEKLY RATES

	B	C	D	E	
Forest Ranger II	975	1,022	1,076	1,127	1,182
Forest Ranger III	1,076	1,127	1,182	1,243	1,304
Forest Ranger IV	1,186	1,241	1,307	1,371	1,439
Forest Ranger V	1,307	1,371	1,439	1,512	1,587
Staff Ranger	1,437	1,510	1,587	1,664	1,748
Forest Region	1,129	1,183	1,240	1,307	1,370
Maintenance Supervisor					
Fisheries Loans Officer	1,238	1,300	1,367	1,433	1,506
Agricultural Technician I	955	1,003	1,052	1,104	1,159
Agricultural Technician II	1,106	1,158	1,219	1,281	1,342
Air Tanker Operations Ranger	1,535	1,608	1,685	1,760	1,845
Parks Officer I	955	1,003	1,052	1,104	1,159
Parks Officer II	1,128	1,184	1,240	1,305	1,370
Parks Officer III	1,371	1,438	1,511	1,588	1,665

RESOURCE SERVICES (124)
EFFECTIVE: JANUARY 16, 1997 (1%)
BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	985	1,032	1,087	1,138	1,194
Forest Ranger III	1,087	1,138	1,194	1,255	1,317
Forest Ranger IV	1,198	1,253	1,320	1,385	1,453
Forest Ranger V	1,320	1,385	1,453	1,527	1,603
Staff Ranger	1,451	1,525	1,603	1,681	1,765
Forest Region	1,140	1,195	1,252	1,320	1,384
Maintenance Supervisor					
Fisheries Loans Officer	1,250	1,313	1,381	1,447	1,521
Agricultural Technician I	965	1,013	1,063	1,115	1,171
Agricultural Technician II	1,117	1,170	1,231	1,294	1,355
Air Tanker Operations Ranger	1,550	1,624	1,702	1,778	1,863
Parks Officer I	965	1,013	1,063	1,115	1,171
Parks Officer II	1,139	1,196	1,252	1,318	1,384
Parks Officer III	1,385	1,452	1,526	1,604	1,682

RESOURCE SERVICES (124)
EFFECTIVE: AUGUST 16, 1997 (.5%)
BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	990	1,037	1,092	1,144	1,200
Forest Ranger III	1,092	1,144	1,200	1,261	1,324
Forest Ranger IV	1,204	1,259	1,327	1,392	1,460
Forest Ranger V	1,327	1,392	1,460	1,535	1,611
Staff Ranger	1,458	1,533	1,611	1,689	1,774
Forest Region Maintenance Supervisor	1,146	1,201	1,258	1,327	1,391
Fisheries Loans Officer	1,256	1,320	1,388	1,454	1,529
Agricultural Technician I	970	1,018	1,068	1,121	1,177
Agricultural Technician II	1,123	1,176	1,237	1,300	1,362
Air Tanker Operations Ranger	1,558	1,632	1,711	1,787	1,872
Parks Officer I	970	1,018	1,068	1,121	1,177
Parks Officer II	1,145	1,202	1,258	1,325	1,391
Parks Officer III	1,392	1,459	1,534	1,612	1,690

RESOURCE SERVICES (124)
EFFECTIVE: JANUARY 16, 1998 (1%)
BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	1,000	1,047	1,103	1,155	1,212
Forest Ranger III	1,103	1,155	1,212	1,274	1,337
Forest Ranger IV	1,216	1,272	1,340	1,406	1,475
Forest Ranger V	1,340	1,406	1,475	1,550	1,627
Staff Ranger	1,473	1,548	1,627	1,706	1,792
Forest Region Maintenance Supervisor	1,157	1,213	1,271	1,340	1,405
Fisheries Loans Officer	1,269	1,333	1,402	1,469	1,544
Agricultural Technician I	980	1,028	1,079	1,132	1,189
Agricultural Technician II	1,134	1,188	1,249	1,313	1,376
Air Tanker Operations Ranger	1,574	1,648	1,728	1,805	1,891
Parks Officer I	980	1,028	1,079	1,132	1,189
Parks Officer II	1,156	1,214	1,271	1,338	1,405
Parks Officer III	1,406	1,474	1,549	1,628	1,707

RESOURCE SERVICES (124)
EFFECTIVE: AUGUST 16, 1998 (.5%)
BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	1,005	1,052	1,109	1,161	1,218
Forest Ranger III	1,109	1,161	1,218	1,280	1,344
Forest Ranger IV	1,222	1,278	1,347	1,413	1,482
Forest Ranger V	1,347	1,413	1,482	1,558	1,635
Staff Ranger	1,480	1,556	1,635	1,715	1,801
Forest Region	1,163	1,219	1,277	1,347	1,412
Maintenance Supervisor					
Fisheries Loans Officer	1,275	1,340	1,409	1,476	1,552
Agricultural Technician I	985	1,033	1,084	1,138	1,195
Agricultural Technician II	1,140	1,194	1,255	1,320	1,383
Air Tanker Operations Ranger	1,582	1,656	1,737	1,814	1,900
Parks Officer I	985	1,033	1,084	1,138	1,195
Parks Officer II	1,162	1,220	1,277	1,345	1,412
Parks Officer III	1,413	1,481	1,557	1,636	1,716

RESOURCE SERVICES (124)
EFFECTIVE: JANUARY 16, 1999 (1%)
BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	1,015	1,063	1,120	1,173	1,230
Forest Ranger III	1,120	1,173	1,230	1,293	1,357
Forest Ranger IV	1,234	1,291	1,360	1,427	1,497
Forest Ranger V	1,360	1,427	1,497	1,574	1,651
Staff Ranger	1,495	1,572	1,651	1,732	1,819
Forest Region	1,175	1,231	1,290	1,360	1,426
Maintenance Supervisor					
Fisheries Loans Officer	1,288	1,353	1,423	1,491	1,568
Agricultural Technician I	995	1,043	1,095	1,149	1,207
Agricultural Technician II	1,151	1,206	1,268	1,333	1,397
Air Tanker Operations Ranger	1,598	1,673	1,754	1,832	1,919
Parks Officer I	995	1,043	1,095	1,149	1,207
Parks Officer II	1,174	1,232	1,290	1,358	1,426
Parks Officer III	1,427	1,496	1,573	1,652	1,733

RESOURCE SERVICES (124)
 EFFECTIVE: AUGUST 16, 1999 (.5%)
 BIWEEKLY RATES

	A	B	C	D	E
Forest Ranger II	1,020	1,068	1,126	1,179	1,236
Forest Ranger III	1,126	1,179	1,236	1,299	1,364
Forest Ranger IV	1,240	1,297	1,367	1,434	1,504
Forest Ranger V	1,367	1,434	1,504	1,582	1,659
Staff Ranger	1,502	1,580	1,659	1,741	1,828
Forest Region	1,181	1,237	1,296	1,367	1,433
Maintenance Supervisor					
Fisheries Loans Officer	1,294	1,360	1,430	1,498	1,576
Agricultural Technician I	1,000	1,048	1,100	1,155	1,213
Agricultural Technician II	1,157	1,212	1,274	1,340	1,404
Air Tanker Operations Ranger	1,606	1,681	1,763	1,841	1,929
Parks Officer I	1,000	1,048	1,100	1,155	1,213
Parks Officer II	1,180	1,238	1,296	1,365	1,433
Parks Officer III	1,434	1,503	1,581	1,660	1,742

SCHEDULE B

EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Leave of absence with pay for the purpose of writing examinations;

(b) Payment of expenses of writing the examinations;

(c) Payment of travelling expenses in accordance with the Travel Regulations.

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

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

(a) tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) books.

(d) Other agreed expenses directly related to the proposed course or training.

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

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

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the course or training.

POINTS GUIDE

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

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

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

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

LETTER OF INTENT

The parties have agreed to set forth the following clarifications to assist those concerned with interpreting the provisions of Article 36.00 Travel Regulations.

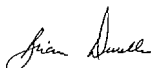
The intent of the parties is that -

Where employees have prior notice of assigned duties more than ten (10) miles from their normal place of work at a location where meals are not available from commercial establishments, they are expected to bring a lunch from home.

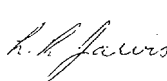
Employees shall in no event be entitled to claim for these "brown bag" meals, or meals prepared at/or brought from home. However, where it is necessary for an employee to purchase a meal or the components thereof from a commercial establishment immediately before or during a work shift as a result of a work assignment of which he had no prior notice, at a location more than ten miles from the employee's normal place of work, the Employer shall, notwithstanding Clause 36.04, reimburse the employees for the same in accordance with the Travel Directive. Further, the same would apply within the ten mile limit, where a work assignment of which he had no prior notice would prevent the employee who had not brought his lunch from home, from leaving his place of work during the lunch hour.

NOTE: Normal place of work is understood to mean the employee's fixed and precise location at which they most report to work each day as defined in Article 36.01.

FOR THE EMPLOYER



FOR THE UNION:



DATE: November 27, 1997

LETTER OF INTENT

VACATION CREDIT ACCUMULATION

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

FOR THE EMPLOYER



FOR THE UNION:



DATE: November 27, 1997

LETTER OF INTENT

Job Evaluation Study

The parties agree to jointly conduct a job evaluation exercise on the classifications covered by this collective agreement in accordance with the following terms of reference.

The Hay Point Rating System will be used by the parties to evaluate the classifications.

An evaluation committee consisting of not more than two representatives from each party shall be established plus a facilitator/ trainer from the Program Services Branch of the Department of Finance. By mutual agreement, this committee may call upon additional resources to address specific issues. Statements or comments made by committee members shall be without prejudice.

Recommendations of the committee shall not be binding on either party. However, such recommendations shall form the basis for negotiations of the next collective agreement.

Article 39.03 wording will be reviewed when the evaluation is completed and implemented.

This evaluation exercise shall be completed by January 15, 2000.

FOR THE EMPLOYER



FOR THE UNION:



DATE: November 27, 1997

LETTER OF AGREEMENT

The Seasonal and Part-time Pension Plan will be made available to eligible employees under the Resource Services Group provided administrative savings can be identified in the operations covered by this bargaining group.

Coverage will be through a voluntary money purchase plan with an employee contribution rate of up to a maximum 4.5% of salary and matching contributions by the Employer. Plan governance will be by committee on which the Resource Services Group may participate. The committee will include members other than those represented by Resource Services.

FOR THE EMPLOYER



FOR THE UNION:



DATE: November 27, 1997

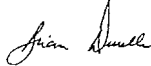
LETTER OF AGREEMENT

In recognition of the binding arbitration award dated September 27, 1996 (Board chaired by Mr. G.L. Bladon) with respect to the District Rangers and Assistant District Rangers in districts which have been amalgamated, the parties agree that for the term of the present collective agreement the following wage rates will apply. These rates reflect the general wage increases provided for in the agreement, which have been applied to the binding arbitration decision.

Forest Ranger IV	A	B	C	D	E
January 16, 1997	1257	1316	1386	1454	1526
August 16, 1997	1264	1323	1393	1462	1534
January 16, 1998	1276	1336	1407	1476	1549
August 16, 1998	1283	1343	1415	1484	1557
January 16, 1999	1296	1356	1429	1499	1572
August 16, 1999	1302	1363	1436	1506	1580
Forest Ranger V	A	B	C	D	E
January 16, 1997	1452	1523	1599	1680	1763
August 16, 1997	1460	1531	1607	1688	1772
January 16, 1998	1474	1546	1623	1705	1790
August 16, 1998	1482	1554	1631	1713	1799
January 16, 1999	1496	1569	1647	1731	1817
August 16, 1999	1504	1577	1656	1739	1826

These wage rates will remain in effect until the termination date of the agreement and will be reviewed when the parties agree on the implementation of the Evaluation Job Study set out on a separate Letter of Intent.

FOR THE EMPLOYER



FOR THE UNION:



DATE: November 27, 1997