

# COLLECTIVE AGREEMENT

between

BOARD OF MANAGEMENT

and

NEW BRUNSWICK UNION OF PUBLIC  
AND PRIVATE EMPLOYEES

GROUP: RESOURCE SERVICES

EXPIRES: January 15, 2013



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THIS AGREEMENT made and entered into this 16<sup>th</sup> day of March 2009.

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

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

**PREAMBLE:**

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

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1 - DEFINITION:**

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

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

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

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

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

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

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

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

1.09 "Pay Increment" - One step in the pay range.

**ARTICLE 2 - APPLICATION OF AGREEMENT:**

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

**ARTICLE 3 - FUTURE LEGISLATION:**

3.01 in the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement renders null and void, or materially alters, any provision of this Agreement, the remaining provisions of

the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**ARTICLE 4 - RECOGNITION:**

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

**ARTICLE 5 - PROVINCIAL SECURITY:**

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

**ARTICLE 6 - MANAGEMENT RIGHTS:**

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

**ARTICLE 7 - UNION SECURITY:**

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

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

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

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

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, number of hours worked, employee status, 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:                    Director of Labour Relations Services  
   Office of Human Resources  
   P.O. Box 6000  
   Fredericton, N.B.  
   E3B 5H1

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

8.02 *Union Notices*

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

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

**ARTICLE 9 - NO DISCRIMINATION:**

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

**ARTICLE 10 - STRIKES AND LOCKOUTS:**

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

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

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

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

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

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

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

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

## **ARTICLE 12 - GRIEVANCE PROCESS:**

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

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

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

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

**STEP THREE:** Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his immediate supervisor or the

person designated by the Employer as the final level in the grievance process for the Department in which he is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

<b>LEVEL</b>	<b>EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN</b>	<b>PRESENT GRIEVANCE TO</b>	<b>EMPLOYER'S TIME TO RESPOND WITHIN</b>
<b>FIRST</b>	<b>20 Working Days</b> after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	<b>10 Working Days</b> from receipt of written grievance
<b>SECOND</b>	<b>10 Days</b> from receipt of reply from first level or date reply should have been received	Person designated by the Employer	<b>10 Working Days</b> from receipt of written grievance
<b>THIRD</b>	<b>10 Days</b> from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.08, 20 working day	Person designated by the Employer	<b>15 Working Days</b> from receipt of written grievance

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

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

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



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

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

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

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

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

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

#### **ARTICLE 14 - DISCIPLINE:**

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

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

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

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

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

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

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

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

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

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

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

14.12 All references to disciplinary action taken against the employee shall be removed after eighteen (18) months from the date of the imposition of the discipline provided there has been no other incident of disciplinary action in the respect of the employee recorded in that period.

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

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

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

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

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

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

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

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

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

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

15.05 *Employees' Service Record List*

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

(b) The list of employees shall include the 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;
- (d) the wage rate or range; and
- (e) general duties to identify specific function of position.

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

#### **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 (80) hours of work set out in the employee's schedule shall be his normal hours of work for the period of time covered by the schedule.

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

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

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

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

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

19.09 Notwithstanding the above hours of work the parties may mutually agree to schedule 10 hour shifts at straight time to a maximum of 40 hours per week provided all shifts are at least eight (8) hours in duration.

#### **ARTICLE 20 - OVERTIME:**

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

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

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

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

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

#### **ARTICLE 21 - PREMIUM PAY:**

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

21.02 An employee shall be entitled to a weekend premium of fifty (\$0.50) cents per hour for all hours worked on Saturday or Sunday for which the shift differential as defined in Article 21.01 does not apply. Weekend premiums shall not be paid for time worked at the overtime rate.

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

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

## **ARTICLE 22 - PAYMENT OF WAGES AND ALLOWANCES:**

22.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedules, which form part of this Agreement.

### *22.02 Anniversary Dates*

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

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

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

### *22.03 Merit Increases*

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

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

(c) An employee who has not been granted a merit increase of at least two (2) increments, shall have the right to refer their performance evaluation to the Director of Human Resources or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.

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

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

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

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

22.04 *Rate of Pay on Promotion, Demotion, Transfer*

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

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

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

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

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

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

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

22.05 *Acting Pay*

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

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

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

22.06 *Re-earnable Increments*

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

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

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

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

22.07 *Portability*

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

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

22.08 *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.

**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 holidays, other than Christmas and Boxing Day, shall be paid for the time so worked at the applicable overtime rate in addition to that day's pay.

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

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



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

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

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

#### **ARTICLE 24 - VACATIONS:**

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

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

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

24.04 *Vacation leave credit:*

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

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

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

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

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

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

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

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

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

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

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

#### **ARTICLE 25 - SICK LEAVE:**

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

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

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

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

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

25.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave 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 or time lost will be deducted from the employee's wages. An employee may be required to produce a Doctor's certificate for less than three (3) days absence for which sick leave is claimed, and if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages.

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

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

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

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

#### **ARTICLE 26 - MATERNITY LEAVE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26.14 When an employee on maternity leave wishes to return to work earlier than provided for under 26.05, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

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

26.16 In respect of the period of maternity leave, a maternity leave allowance payment made according to the supplementary unemployment benefit plan, where an employee is subject to a waiting period of two (2) weeks before receiving Employment 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.

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

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

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

26.20 (a) In respect of the period of maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee

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

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

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

26.22 An applicant under clause 26.19 and 26.20 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

#### 26.23 Child Care Leave

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

(b) The thirty-seven (37) week child care leave period referred to in 26.23(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

(c) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and Employer agree otherwise, and shall give the Employer a minimum 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 six (6) weeks written notice to the Employer of the commencement date and duration of the leave.

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

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

(g) An employee returning to work from child care leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on child care leave. If the employee's previously held position has been affected by layoff, the provisions of Article 17 shall apply.

(h) During the period of child care leave of up to thirty-seven (37) weeks only specified in clause 26.23(a) thereto:

(1) an employee continues to earn seniority and continuous service credits based on what her/his regular hours of work would have been;

(2) where an employee participates in group insurance plans of the Employer, such an employee may, if permissible under the relevant plan, continue contributions, including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

(3) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 26.23(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

26.24 Subject to Clause 26.23(a) above, an employee on child care leave who does not return to work at the expiry of such leave, shall be considered to have resigned his/her position.

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

26.26 An employee who resigns his/her position for parental reasons shall retain his/her accrued benefits if he/she becomes re-employed in Part I within six (6) months from the date of his/her resignation.

26.27 Subject to Article 26.23, the total number of weeks an employee is eligible for parental leave may be shortened or lengthened by mutual agreement between the employer and the employee.

#### **ARTICLE 27 - BEREAVEMENT LEAVE:**

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

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

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

27.04 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.

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

#### **ARTICLE 28 - COURT LEAVE:**

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

- (a) to serve on a jury; or

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

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

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

#### **ARTICLE 29 - EDUCATIONAL LEAVE:**

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

#### **ARTICLE 30 - LEAVE FOR UNION BUSINESS:**

30.01 (a) *Time off for Stewards*

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

(b) *Employee presenting a Grievance*

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

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

(c) *Employee who acts as a Representative*

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

(d) *Grievance Investigations*

Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of the Union wishes to discuss the grievance with that employee, the employee and the representative of the Union will, where operational requirements permit,

be given reasonable time off with pay for this purpose when the discussion takes place in his region and leave without pay when it takes place outside his region.

### 30.02 *Contract Negotiations*

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

### 30.03 *Meetings between the Union and Management*

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

### 30.04 *Leave Without Pay*

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

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

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

### 30.06 *Union Employment*

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

## **ARTICLE 31 - OTHER LEAVES OF ABSENCE:**

### 31.01 *Conference Assignment*

- (a) Where the Employer assigns an employee to attend a conference or seminar, payment of the employee's reasonable expenses may be approved by the Employer.
- (b) An employee on conference assignment shall have "on duty" status.



31.02 *Miscellaneous Leave*

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

31.03 *Emergency Leave*

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

(b) Emergency Leave may be granted:

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

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

31.04 *Examination Leave*

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

31.05 *Dental and Medical Leave*

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

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

**ARTICLE 32 - SAFETY AND HEALTH:**

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

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

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

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

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

## ARTICLE 33 - EMPLOYEE BENEFITS PROGRAMS:

### 33.01 *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.

### 33.02 *Injured on Duty*

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

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

### 33.03 *Group Life*

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

### 33.04 *Retirement*

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

### 33.05 *Retirement Allowance*

(a) 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) retirees 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.

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

33.07 Part-time employees may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from employer and employee up to 4.5% maximum.

#### **ARTICLE 34 - TRAVEL POLICIES:**

34.01 The parties agree that all employees in this unit have a fixed and precise location at which they 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 Definition of Terms: Place of Work of the Travel Directive AD 2801 as revised from time to time.

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

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

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

#### **ARTICLE 35 - COPIES OF THE AGREEMENT:**

35.01 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.

35.02 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 36 – CLASSIFICATIONS:**

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

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

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

Within thirty (30) days of notification of such new wage rate, the Union shall either accept the rate established by the Employer or indicate its desire to negotiate a new rate. Should the Union fail to indicate its

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

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

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

#### **ARTICLE 37 - DURATION AND TERMINATION:**

37.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect beginning January 16, 2009, and ending January 15, 2013, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiation of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

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

#### **ARTICLE 38 - WAGE SETTLEMENT NOTATION**

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

IN WITNESS WHEREOF the parties have signed this 16<sup>th</sup> day of March 2009.

FOR THE EMPLOYER

FOR THE UNION:

Hon. Victor Boudreau

Tom Mann

Hon. Rick Brewer

Susie Proulx-Daigle

Michelle Losier

**SCHEDULE A**

**RESOURCE SERVICES  
EFFECTIVE: JANUARY 16 2009  
BIWEEKLY RATES**

	1.50%																		Control Point Max	Disc Max			
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1261	1277	1292	1309	1325	1342	1359	1373	1391	1407	1425	1443	1461	1477	1498	1515	1534	1552	1571	1589	1609	1627	1648
<b>Level2</b>	1447	1465	1481	1503	1520	1539	1556	1577	1596	1617	1633	1656	1672	1693	1714	1734	1752	1775	1796	1819	1842	1867	1890
<b>Level3</b>	1606	1625	1646	1664	1683	1703	1726	1743	1765	1786	1809	1832	1856	1878	1898	1924	1947	1969	1993	2017	2039	2067	2090
<b>Level4</b>	1767	1787	1810	1833	1858	1879	1900	1928	1949	1971	1995	2020	2044	2070	2093	2119	2144	2171	2196	2221	2248	2278	2305

**Level 1**

Agricultural Technician I  
Forest Ranger II  
Parks Officer I

**Level 2**

Agricultural Technician II  
Forest Ranger III  
Parks Officer II  
Conservation Officer III

**Level 3**

Forest Ranger IV  
Parks Officer III  
Conservation Officer IV

**Level 4**

Air Tanker Operations Ranger  
Forest Ranger V  
Staff Ranger  
Conservation Officer V

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JULY 16 2009  
BIWEEKLY RATES**

	1.00%																						
	Min																		Control Point Max				Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1274	1290	1305	1322	1338	1355	1373	1387	1405	1421	1439	1457	1476	1492	1513	1530	1549	1568	<b>1587</b>	1605	1625	1643	1665
<b>Level 2</b>	1462	1480	1496	1518	1535	1554	1572	1593	1612	1633	1649	1673	1689	1710	1731	1751	1770	1793	<b>1814</b>	1837	1860	1886	1909
<b>Level3</b>	1622	1641	1663	1681	1700	1720	1743	1760	1783	1804	1827	1850	1875	1897	1917	1943	1967	1989	<b>2013</b>	2037	2059	2088	2111
<b>Level4</b>	1785	1805	1828	1851	1877	1898	1919	1947	1969	1991	2015	2040	2064	2091	2114	2140	2165	2193	<b>2218</b>	2243	2271	2301	2328
<b>Level 1</b>						<b>Level 2</b>					<b>Level 3</b>					<b>Level 4</b>							
Agricultural Technician I Forest Ranger II Parks Officer I						Agricultural Technician II Forest Ranger III Parks Officer II Conservation Officer III					Forest Ranger IV Parks Officer III Conservation Officer IV					Air Tanker Operations Ranger Forest Ranger V Staff Ranger Conservation Officer V							

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JANUARY 16 2010  
BIWEEKLY RATES**

	1.50%																		Control Point Max		Disc Max		
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level 1</b>	1293	1309	1325	1342	1358	1375	1394	1408	1426	1442	1461	1479	1498	1514	1536	1553	1572	1592	1611	1629	1649	1668	1690
<b>Level2</b>	1484	1502	1518	1541	1558	1577	1596	1617	1636	1658	1674	1698	1714	1736	1757	1777	1797	1820	1841	1865	1888	1914	1938
<b>Level3</b>	1646	1666	1688	1706	1726	1746	1769	1786	1810	1831	1854	1878	1903	1926	1946	1972	1997	2019	2043	2068	2090	2119	2143
<b>Level4</b>	1812	1832	1855	1879	1905	1927	1948	1976	1999	2021	2045	2071	2095	2122	2146	2172	2198	2226	2251	2277	2305	2336	2363

**Level 1**

Agricultural Technician I  
Forest Ranger II  
Parks Officer I

**Level 2**

Agricultural Technician II  
Forest Ranger III  
Parks Officer II  
Conservation Officer III

**Level 3**

Forest Ranger IV  
Parks Officer III  
Conservation Officer IV

**Level 4**

Air Tanker Operations Ranger  
Forest Ranger V  
Staff Ranger  
Conservation Officer V

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JULY 16 2010  
BIWEEKLY RATES**

	1.00%																		Control Point Max		Disc Max		
	Min																						
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1306	1322	1338	1355	1372	1389	1408	1422	1440	1456	1476	1494	1513	1529	1551	1569	1588	1608	<b>1627</b>	1645	1666	1685	1707
<b>Level2</b>	1499	1517	1533	1556	1574	1593	1612	1633	1652	1675	1691	1715	1731	1753	1775	1795	1815	1838	<b>1859</b>	1884	1907	1933	1957
<b>Level3</b>	1663	1683	1705	1723	1743	1764	1787	1804	1828	1849	1873	1897	1922	1945	1966	1992	2017	2039	<b>2063</b>	2089	2111	2140	2164
<b>Level4</b>	1830	1850	1874	1898	1924	1946	1968	1996	2019	2041	2066	2092	2116	2143	2168	2194	2220	2248	<b>2274</b>	2299	2328	2359	2387
<b>Level 1</b>						<b>Level 2</b>						<b>Level 3</b>						<b>Level 4</b>					
Agricultural Technician I Forest Ranger II Parks Officer I						Agricultural Technician II Forest Ranger III Parks Officer II Conservation Officer III						Forest Ranger IV Parks Officer III Conservation Officer IV						Air Tanker Operations Ranger Forest Ranger V Staff Ranger Conservation Officer V					



**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JANUARY 16 2011  
BIWEEKLY RATES**

	0%																		Control Point Max				Disc Max
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1306	1322	1338	1355	1372	1389	1408	1422	1440	1456	1476	1494	1513	1529	1551	1569	1588	1608	<b>1627</b>	1645	1666	1685	1707
<b>Level2</b>	1499	1517	1533	1556	1574	1593	1612	1633	1652	1675	1691	1715	1731	1753	1775	1795	1815	1838	<b>1859</b>	1884	1907	1933	1957
<b>Level3</b>	1663	1683	1705	1723	1743	1764	1787	1804	1828	1849	1873	1897	1922	1945	1966	1992	2017	2039	<b>2063</b>	2089	2111	2140	2164
<b>Level4</b>	1830	1850	1874	1898	1924	1946	1968	1996	2019	2041	2066	2092	2116	2143	2168	2194	2220	2248	<b>2274</b>	2299	2328	2359	2387

<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>
Agricultural Technician I Forest Ranger II Parks Officer I	Agricultural Technician II Forest Ranger III Parks Officer II Conservation Officer III	Forest Ranger IV Parks Officer III Conservation Officer IV	Air Tanker Operations Ranger Forest Ranger V Staff Ranger Conservation Officer V

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JULY 16 2011  
BIWEEKLY RATES**

	0%																						
	Min																		Control Point Max				Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1306	1322	1338	1355	1372	1389	1408	1422	1440	1456	1476	1494	1513	1529	1551	1569	1588	1608	<b>1627</b>	1645	1666	1685	1707
<b>Level2</b>	1499	1517	1533	1556	1574	1593	1612	1633	1652	1675	1691	1715	1731	1753	1775	1795	1815	1838	<b>1859</b>	1884	1907	1933	1957
<b>Level3</b>	1663	1683	1705	1723	1743	1764	1787	1804	1828	1849	1873	1897	1922	1945	1966	1992	2017	2039	<b>2063</b>	2089	2111	2140	2164
<b>Level4</b>	1830	1850	1874	1898	1924	1946	1968	1996	2019	2041	2066	2092	2116	2143	2168	2194	2220	2248	<b>2274</b>	2299	2328	2359	2387

**Level 1**

Agricultural Technician I  
Forest Ranger II  
Parks Officer I

**Level 2**

Agricultural Technician II  
Forest Ranger III  
Parks Officer II  
Conservation Officer III

**Level 3**

Forest Ranger IV  
Parks Officer III  
Conservation Officer IV

**Level 4**

Air Tanker Operations Ranger  
Forest Ranger V  
Staff Ranger  
Conservation Officer V

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JANUARY 16 2012  
BIWEEKLY RATES**

	0%																		Control Point Max				Disc Max
Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level 1</b>	1306	1322	1338	1355	1372	1389	1408	1422	1440	1456	1476	1494	1513	1529	1551	1569	1588	1608	<b>1627</b>	1645	1666	1685	1707
<b>Level2</b>	1499	1517	1533	1556	1574	1593	1612	1633	1652	1675	1691	1715	1731	1753	1775	1795	1815	1838	<b>1859</b>	1884	1907	1933	1957
<b>Level3</b>	1663	1683	1705	1723	1743	1764	1787	1804	1828	1849	1873	1897	1922	1945	1966	1992	2017	2039	<b>2063</b>	2089	2111	2140	2164
<b>Level 4</b>	1830	1850	1874	1898	1924	1946	1968	1996	2019	2041	2066	2092	2116	2143	2168	2194	2220	2248	<b>2274</b>	2299	2328	2359	2387

**Level 1**

Agricultural Technician I  
Forest Ranger II  
Parks Officer I

**Level 2**

Agricultural Technician II  
Forest Ranger III  
Parks Officer II  
Conservation Officer III

**Level 3**

Forest Ranger IV  
Parks Officer III  
Conservation Officer IV

**Level 4**

Air Tanker Operations Ranger  
Forest Ranger V  
Staff Ranger  
Conservation Officer V

**SCHEDULE A  
RESOURCE SERVICES  
EFFECTIVE: JULY 16 2012  
BIWEEKLY RATES**

	0%																						
	Min																		Control Point Max				Disc Max
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23
<b>Level1</b>	1306	1322	1338	1355	1372	1389	1408	1422	1440	1456	1476	1494	1513	1529	1551	1569	1588	1608	<b>1627</b>	1645	1666	1685	1707
<b>Level2</b>	1499	1517	1533	1556	1574	1593	1612	1633	1652	1675	1691	1715	1731	1753	1775	1795	1815	1838	<b>1859</b>	1884	1907	1933	1957
<b>Level3</b>	1663	1683	1705	1723	1743	1764	1787	1804	1828	1849	1873	1897	1922	1945	1966	1992	2017	2039	<b>2063</b>	2089	2111	2140	2164
<b>Level4</b>	1830	1850	1874	1898	1924	1946	1968	1996	2019	2041	2066	2092	2116	2143	2168	2194	2220	2248	<b>2274</b>	2299	2328	2359	2387

**Level 1**

Agricultural Technician I  
Forest Ranger II  
Parks Officer I

**Level 2**

Agricultural Technician II  
Forest Ranger III  
Parks Officer II  
Conservation Officer III

**Level 3**

Forest Ranger IV  
Parks Officer III  
Conservation Officer IV

**Level 4**

Air Tanker Operations Ranger  
Forest Ranger V  
Staff Ranger  
Conservation Officer V

## SCHEDULE B

### EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Leave of absence with pay for the purpose of writing examinations;
- (b) Payment of expenses of writing the examinations;
- (c) Payment of traveling expenses in accordance with the Travel Regulations.

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

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

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

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

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

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

## POINTS GUIDE

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

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

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

Points	% of Salary
0 – 3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%

## **Guidelines for Progression**

Guidelines for progression through the pay range for flexible classifications based on performance (effective on the employee's anniversary date):

New Graduate – level 1, step 1

After 1 year – may receive up to four steps

After 2 years – may receive up to four steps

After 3 years – may receive up to four steps

After 4 years – may receive a promotional increase to level 2 equal to four steps after which the merit increase shall be in accordance with article 22.03 of the collective agreement.



**LETTER OF AGREEMENT - RE: TRAVEL REGULATIONS**

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

The intent of the parties is that -

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

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

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

FOR THE EMPLOYER

FOR THE UNION:

Michelle Losier

Carole McDonald

DATE: March 16, 2009

**LETTER OF AGREEMENT - RE: VACATION CREDIT ACCUMULATION**

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

FOR THE EMPLOYER

Michelle Losier

FOR THE UNION:

Carole McDonald

DATE: March 16<sup>th</sup>, 2009

**LETTER OF AGREEMENT - ENFORCEMENT PREMIUM**

Effective on date of signing of new collective agreement

A Letter of Agreement for those Forest Rangers who are assigned and perform enforcement duties a minimum of 30% of the time.

The Employer agrees to pay a flat rate of eighty dollars (80.00) bi-weekly to those employees (Forest Rangers) who perform enforcement duties a minimum of 30% of the time. This additional compensation will be paid on a bi-weekly basis while enforcement duties are performed at or above the minimum standard described above.

In the event that the Department implements specialization with respect to enforcement duties, the parties agree that any employee currently receiving the enforcement premium pursuant to this Letter of Agreement, who applies to continue to perform enforcement duties and is not selected by the Department for such duties, shall continue to receive such premium for a period no longer than one year from the date the employee is notified that he/she is not selected.

DATE: March 16<sup>th</sup>, 2009

FOR THE EMPLOYER

FOR THE UNION:

Michelle Losier

Carole McDonald

**LETTER OF AGREEMENT - SEASONAL EMPLOYEES**

The Placing and Recalling of Seasonal Employees from Inactive Status at the Department of Natural Resources

Notwithstanding Articles 17.02 and 17.06, the parties agree to the following procedure.

Seasonal employees will be required to file a form with the Human Resources Branch of the Department of Natural Resources by July 1 of a given year, indicating the specific districts or branches where they choose to exercise their right of layoff and recall, for either short term (4 weeks or less) or long term (greater than 4 weeks) opportunities.

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

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

DATE: March 16<sup>th</sup>, 2009

FOR THE EMPLOYER

Michelle Losier

FOR THE UNION:

Carole McDonald

**LETTER OF AGREEMENT - SPECIALIZATION INITIATIVE**

**Re: 2006 Specialization Initiative/Retention of Employees' Rates of Pay**

If, as a result of implementation of the 2006 Specialization Initiative with respect to enforcement, a new classification is introduced and an employee is reclassified to the new classification and the control point maximum of the new classification is lower than the rate of pay for that employee immediately prior to the reclassification, the employee shall be retained at the rate of pay in effect prior to the reclassification until such time as the control point maximum of the new classification is equal to the employee's rate of pay.

For the period of time when an employee is retained at his/her rate of pay in effect immediately prior to the reclassification, the Employer agrees to provide the employee with a lump-sum payment equal to the general economic, adjustment increases and enforcement premium, or the difference between the employee's rate of pay and the applicable job rate, whichever is less. The calculation for lump-sum payments shall be based on the affected employee's red-circled rate of pay. Lump-sum payments will be made once a year at the end of each contract year. In the event the employee leaves his position, he shall receive the pro-rated portion of the lump-sum payment.

DATE: March 16<sup>th</sup>, 2009

FOR THE EMPLOYER

Michelle Losier

FOR THE UNION:

Carole McDonald

**LETTER OF INTENT**

**Between**  
**Board of Management**

**The New Brunswick Union of Public and Private Employees**  
**Re: Carbon Emissions**

The parties hereby agree to undertake a pilot project to make recommendations to reduce carbon emissions directly or indirectly from the workplace.

1. The pilot project will be conducted in one of the regions of the Department of Natural Resources, to be determined by the Department.
2. Members of the project team will consist of employees of the Resource Services bargaining unit as well as other employees of that Region.
3. The project team will report to the Regional Director.
4. The project team will draft terms of reference by mutual consent.

DATE: March 16<sup>th</sup>, 2009

FOR THE EMPLOYER

Michelle Losier

FOR THE UNION:

Carole McDonald

**LETTER OF AGREEMENT**  
**BETWEEN**  
**BOARD OF MANAGEMENT**  
**AND**  
**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES**

**Group: Resource Services**

**RE: ARTICLE 19.09 HOURS OF WORK - TEN (10) HOUR SHIFTS**

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

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

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

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

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

**ARTICLE 22 – PAYMENT OF WAGES AND ALLOWANCES**

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

**ARTICLE 23 – STATUTORY HOLIDAYS**

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

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

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

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

**ARTICLE 24 – VACATIONS**

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

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

**ARTICLE 25 –SICK LEAVE**

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

**ARTICLE 31 –OTHER LEAVES OF ABSENCE**

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

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

DATE: May 4<sup>th</sup>, 2009

FOR THE EMPLOYER

Michelle Losier

FOR THE UNION:

Tom Mann

