

**COLLECTIVE AGREEMENT**

**Between**

**BOARD OF MANAGEMENT**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local 1418**

**Group:**

**REHABILITATION AND THERAPY**

**AND**

**RECREATION AND CULTURE PROGRAM OFFICER**

EXPIRES: August 15, 2022

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THIS AGREEMENT made this 14 day of December 2021.

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1418, hereinafter called the Union, Party of the Second Part.

**PREAMBLE:**

It is the intention and purpose of the parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

**ARTICLE 1 - DEFINITIONS:**

1.01 A. Employee - In the Agreement "Employee" means a person in the Bargaining Unit other than a person not ordinarily required to work more than one-third (1/3) of the normal period for persons doing similar work.

B. Type of Employment - For the purpose of this Agreement, the following are the types of employment:

- (i) Regular - Regular means employment where the employee is required on a continuous basis.
- (ii) Term - Term means employment where the employee is required for a specified period of more than 6 continuous months.
- (iii) Temporary – Temporary means employment where the employee is hired for a period anticipated to be not less than one year and not more than 3 years in accordance with the *Civil Service Act*.
- (iv) "Casual Employee" means an employee who is employed:
  - (b) on a temporary basis to respond to a temporary increase in workload; or
  - (c) on a temporary basis to replace an absent employee; and
  - (d) does not have permanent employment.

C. All of the above may be on a full time or part time basis.

- (i) Full time means employment where the employee is required to work the full normal work week as defined in Article 15.01.
- (ii) Part time means employment where the employee is required to work more than one-third (1/3) but less than the full normal work week as defined in Article 15.01.

1.02 Department - In this Agreement, "Department" means those listed in the First Schedule, Part I of the N.B. *Public Service Labour Relations Act*.

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

1.04 *Interpretation Act* - 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*.

1.05 Gender - Throughout this Agreement, words importing gender shall apply to both genders.

1.06 Merit Increase - An adjustment to individual salary based on documented assessment of performance.

## **ARTICLE 2 - RECOGNITION AND NEGOTIATIONS:**

2.01 Union Recognition and Bargaining Unit - The Employer recognizes the Union as the sole and exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 039 PS 1K (2) and 054 PS 1F (3) applies. Subject to 1.01(a), all new employees added to this Agreement shall, as a condition of employment be covered by the Collective Agreement and be entitled to the agreed terms and conditions of employment applicable to their type of employment.

2.02 No Other Agreement - No employee shall be required or permitted to make any written or verbal Agreement with the Employer or his representatives which may conflict with the terms of this Collective Agreement.

2.03 Application of Agreement - This Agreement applies to and is binding on the Union, the employees, the Employer and its Agents.

2.04 Future Legislation - In the event that any law passed by the Legislature of the Province applying to Public Employees covered by this Agreement, renders null and void any provisions 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 provisions so rendered null and void. Should such negotiations fail to achieve agreement the parties shall submit the matter to binding arbitration under the *Public Service Labour Relations Act*.

2.05 If any legislation applying to Public Employees results in greater rights or benefits than are in effect under this Agreement, such rights or benefits shall be deemed to form part of and be applicable to the Agreement.

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

## **ARTICLE 3 - MANAGEMENT RIGHTS:**

3.01 Management Rights - 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 4 - NO DISCRIMINATION/HARASSMENT AND VIOLENCE:**

4.01 (a) The parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee by either party because of membership in the Union or because of race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, family status, sexual orientation, sex, gender identity or expression, social condition or political belief or activity and any other grounds listed in the *Human Rights Act*, as amended from time to time.

(b) The parties recognize the importance and obligations to accommodate employees in the workplace. In circumstances where a duty to accommodate exists, the parties will participate and cooperate fully in the process.

4.02 (a) "Violence", in a place of employment, means the attempted or actual use of physical force against an employee, or any threatening statement or behavior that gives an employee reasonable cause to believe that physical force will be used against the employee, and includes sexual violence, intimate partner violence and domestic violence.

(b) the parties recognize the right of employees to work in a harassment and violence free environment and that harassment and violence at the work place shall not be tolerated.

(c) An employee has the right to be accompanied by a person of their choice during the interview of the harassment process according to the Province of New Brunswick Harassment in the Workplace Policy.

4.03 The Employer agrees to recognize the employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. The Employer shall grant up to five (5) days paid leave when an incident of domestic violence occurs affecting an employee. Extended absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay, not to exceed the combined total of ten (10) days, which may be taken intermittently or in one continuous period, and up to sixteen (16) weeks in one continuous period per calendar year.

#### **ARTICLE 5 - CHECK-OFF OF UNION DUES:**

5.01 Check-off - The Employer shall deduct from the wages due to every employee covered by this Collective Agreement an amount equal to the regular monthly dues of the Union commencing with the month following the month in which they were employed.

5.02 Amount of Union Dues - Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Officials of the Union, after which such changed amount shall be the amount to be deducted and so from time to time. It is understood that normally not more than one change will be processed in any 12 month period.

5.03 Contribution Towards Union Expenses - 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 contribution towards the expenses of maintaining the Union.

5.04 Deductions to be Remitted - The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union accompanied by a list of the names of all employees from whose wages the deductions were made prior to the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated Official.

5.05 Employer Harmless of Liability - The Union agrees to indemnify and save the Employer harmless from any liability of action arising out of the operation of this Article.

5.06 The Employer and the Union Shall Acquaint New Employees - The parties agree to cooperate and acquaint new employees with the conditions of employment set out in this Article and Management agrees to provide each new employee with a copy of the Collective Agreement and introduction kit in which both parties will be able to include whatever material they feel is necessary. The Employer also agrees to provide the Union with a list of new employees once per month.

5.07 Along with the remittance, the Employer will provide, in an electronic format, manipulatable data indicating that pay period end date of the deduction and the following information for all employees from whose

wages the deductions have been made; name, employment status (such as active or on leave) and employee cycle (such as full-time, part time, and casual), classification, pay step, scheduled hours and dues deducted.

#### **ARTICLE 6 - CORRESPONDENCE:**

6.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union shall be between the Executive Director of Employee Relations Services, Treasury Board for the Employer and the Secretary-Treasurer of C.U.P.E. Local 1418 for the Union. Each party shall keep the other party informed of its address.

#### **ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE:**

7.01 Establishment of Committee

(a) The parties to this Agreement agree to establish a Provincial Labour-Management Committee consisting of an equitable number of representatives of Union and Management. There shall be a meeting every six (6) months unless mutually agreed by the parties.

(b) Similarly, Labour-Management Committees will be established to deal with matters at the area and regional offices where either party requests the establishment of such a Committee

7.02 Meaningful Consultation - The parties agree that the Committees shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions and any other matters of mutual interest to the parties.

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

#### **ARTICLE 8 - GRIEVANCE:**

8.01 Definition of a Grievance - A grievance means a dispute or difference of opinion concerning any of the following:

(a) the interpretation or application with respect to an employee of a provision of this Collective Agreement or a related arbitral award;

(b) disciplinary action under Article 11 of this Agreement;

(c) the interpretation or application 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;

(d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

8.02 Discussion - If an employee, or a group of employees feel that they have been treated unjustly or consider themselves aggrieved, they shall be expected to discuss the matter with their supervisor before the first step in the grievance procedure is implemented. Where it appears that a decision cannot be given below a particular level of authority, the Employer is expected to involve other personnel in the discussions in an attempt to solve the dispute.

8.03 Grievance Process - Where an employee alleges that he has a grievance as outlined under 8.01 above, the procedure as outlined in the Chart below shall apply. However, in cases as outlined in 8.01 (a) the employee must have the written consent of a steward or a member of the Union Executive, including the Regional Executives.

8.04 Time Limits - Within the time limits as prescribed in the chart below, the employee may present his grievance in writing by personal service or by registered mail to his immediate supervisor or to a person designated by the Employer.

8.05 Amending Time Limits - The employee and the Employer may agree to the extension of any of the time limits providing that such agreement is in writing.

8.06 Union Representative - If he so wishes an employee may be assisted by a representative of the Union when presenting a grievance at any level including the discussion step as outlined in clause 8.02.

8.07 Level of Grievance - The Employer will provide the levels of grievance within thirty (30) days of the signing of this Agreement to the Union. The Employer will clearly identify the Employer representative designated at each level of the grievance process for each Department and each region.

8.08 Stewards - The Union will inform the Employer in writing of the names of its executive members and stewards with the work areas which each steward will normally represent within thirty (30) days of the signing of this Agreement. Subsequent changes will be given to the Employer within 14 days of the changes. Only those Stewards and executive members who have been so identified by the Union may request the provisions of Clause 20.01 of this Agreement.

8.09 Union/Employer Dispute

(a) Where a dispute between the Employer and the Bargaining Agent arises, Section 92 (1) of the *Public Service Labour Relations Act* shall apply.

(b) If a difference of a general nature arises between the Union or its members and the Employer concerning a complaint or an alleged violation of this agreement and, due to its nature, it is not properly the subject of an individual grievance, the Union shall submit a written grievance at the final level of the grievance procedure within twenty (20) full working days after the Union has become aware of the circumstances giving rise to the grievance.

8.10 Resolution of Grievance - When an Agreement has been reached between the Employer and the Union at any stage of the grievance procedure, it shall be put in writing and it shall be final and binding on both parties with respect to that particular grievance only.

8.11 Omit Grievance Step - Grievances concerning layoff may be presented by the aggrieved employee at the final level of the grievance procedure. Such grievances must be submitted within the time limits prescribed for the first level.

8.12 A casual employee employed for a period of less than six (6) continuous months shall have the right to present a grievance with respect to the interpretation, application or administration of any term or condition accorded to him or her under this collective agreement.

**GRIEVANCE PROCEDURE**

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE - WITHIN	PRESENT GRIEVANCE TO:	EMPLOYER'S TIME TO RESPOND - WITHIN
FIRST	<b>15 days</b> after the alleged grievance has arisen or has come to his attention or discussion in accordance with Article 8.02 has failed	Person designated by the Employer	<b>10 days</b> from receipt of written grievance

SECOND (where such a level is established)	<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 days</b> from receipt of written grievance
FINAL	<b>10 days</b> from receipt of reply from previous level or date reply should have been received OR in case of suspension, discharge or layoff as prescribed in Article 11	Deputy Minister	<b>15 days</b> from receipt of written grievance
ADJUDICATION	<b>20 days</b> from receipt of reply from final level or date reply should have been received	Board of Management	

In the calculation of time limits, Saturdays, Sundays, and designated holidays are excluded.

**ARTICLE 9 - ADJUDICATION:**

9.01 Adjudication Procedure - The provisions of the *Public Service Labour Relations Act* and Regulations respecting Adjudication shall apply to grievances resulting from the application of this Agreement.

9.02 Adjudication - Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect to him of a provision of a Collective Agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the Collective Agreement or arbitral award applies signifies, in prescribed manner:

- (a) its approval of the reference of the grievance to adjudication, and
- (b) its willingness to represent the employee in the adjudication proceedings.

9.03 Technical Objections to Grievance - Subject to the provisions of any Act of the Legislature no grievance shall be defeated by any formal or technical objection and the Adjudicator shall have the power to waive procedural irregularities in order to determine the real matter in dispute and to render a decision according to the merits of the case.

9.04 Power and Decision of Adjudicator or Adjudication Board - In any case, including cases arising out of any form of discipline or the loss of any remuneration, benefits, or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board or the Adjudicator may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

9.05 A casual employee employed for a period of less than six (6) continuous months shall have the right to present a grievance to adjudication with respect to the interpretation, application or administration of any term or condition accorded him or her under this collective agreement.



**ARTICLE 10 - STRIKES AND LOCKOUTS:**

10.01 No Strikes - The Union hereby agrees that there shall be no strike, walkouts, or any other similar interference with work during the terms of this Agreement in accordance with the *Public Service Labour Relations Act*.

10.02 No Lockouts - The Employer agrees that there shall be no lockouts during the term of this Agreement.

**ARTICLE 11 - DISCIPLINARY ACTION:**

11.01 Disciplinary action shall mean any action taken by the Employer against an employee which results in:

- (i) written reprimand;
- (ii) suspension;
- (iii) discharge;
- (iv) financial penalty.

11.02 (a) No employee shall be disciplined except for just cause.

(b) Termination for unsatisfactory performance during the probationary period is not disciplinary action.

(c) Notwithstanding anything in this Article, a disciplinary action resulting in the issuance of a written reprimand cannot be referred to adjudication.

11.03 Whenever the Employer disciplines an employee it shall, within ten (10) working days of the disciplinary action, provide the employee with written reasons for such action and shall forward a copy of the written reasons for the disciplinary action to the Secretary-Treasurer of CUPE Local 1418.

11.04 Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which he works during which time he shall continue to be paid. Should the employee be relieved of his/her duties as a result of a harassment complaint, the applicable procedures as outlined in the Workplace Harassment Policy (AD-2913) shall be followed. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's personal file.

11.05 Where an employee alleges that he has been disciplined in violation of clause 11.02, he may within ten days of the date he was notified in writing or within twenty days of the date of the disciplinary action, whichever is later, invoke the grievance procedure as set out in this Agreement. For the purpose of a grievance alleging violation of clause 11.02 he shall lodge his grievance at the final level of the grievance procedure except in the case of reprimand in which case he shall lodge his grievance at the First Level.

11.06 Unjust suspension or Discharge - Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 11, that 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, or by any other arrangement as to compensation which is just and equitable in the opinion of the conferring Parties or in the opinion of a Board of Adjudication or Adjudicator, if the matter is referred to such a Board of Adjudication or Adjudicator.

11.07 Employee Records - When an employee is disciplined, other than by suspension or discharge, and a derogatory notation is placed against the record of an employee, such notation will be prepared in duplicate. One copy shall be initialed by the employee, as the Employer's receipt only, which shall be placed in the employee's personal file and one copy shall be given or sent to the employee. Whenever the employee responds, he shall reply in writing and such reply shall become part of the employee's file.

11.08 (a) When a disciplinary action is to be taken against an employee, which will be recorded on the employee's personal file, the employee shall be notified in advance so that he/she may contact his/her union representative to be present at the interview.

(b) Nothing in this Article prevents the Employer from discharging an employee for just cause without notice, with payment as provided in Article 22.10.

11.09 A record of disciplinary action shall be removed from an employee's file after eighteen (18) months of work (not including periods of leaves, paid or unpaid, for any reason in excess of 4 consecutive weeks) have elapsed from the date the disciplinary action was taken.

11.10 Upon request, an employee shall be given an opportunity to read and make a copy of those documents in his personal file that relate to an assessment of his conduct, work performance, and warnings. If the employee so wishes, he may be accompanied by a union representative. The Employer agrees not to introduce in an adjudication hearing relating to disciplinary action any such document from the personal file of the employee, the existence of which the employee was not aware fourteen (14) days prior to the date of the adjudication hearing.

11.11 Notwithstanding anything in this Article, given the temporary, sporadic nature of employment for casual employees employed for less than six (6) continuous months, the Employer may terminate the employment without just cause at any time; however the decision must be reasonable and non-arbitrary. Further, in accordance with the *Civil Service Act*, a person who is appointed on a temporary or casual basis ceases to be employed at the expiration of the temporary or casual employment.

## **ARTICLE 12 - SENIORITY:**

12.01 Seniority Defined - Seniority for the purpose of this Agreement is defined as the length of service from the last date of hiring and shall be used in determining priorities in all matters which are measured by length of service. Unless otherwise provided for, seniority shall operate on a bargaining unit-wide basis.

12.02 Seniority List - An up-to-date seniority list for each department or agency shall be sent to the Secretary-Treasurer of the Union in accordance with Article 6 (Correspondence) during January of each year and copies posted on appropriate bulletin boards. The list shall show the regular, term and temporary employees seniority date, classification and work location and shall be forwarded by electronic mail and followed by a hard copy.

12.03 Calculation of Seniority - When an employee has been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall have his/her seniority dated back to the date of hiring. Casual seniority shall be the hours worked in a casual employment, excluding overtime hours, within a Department or Agency since June 17, 2010. If there is a break of service of more than twelve (12) months, the seniority will be lost in accordance with Article 12.07.

12.04 Part-time employees shall receive the wage rates, seniority credits, conditions of employment and benefits specified in this Agreement, for each type of employment, on a pro-rata basis according to their hours of work.

12.05 Civil Service

(a) For regular or term employees transferred or appointed under the *Civil Service Act*, the probationary period shall be six (6) continuous months of employment immediately following the date on which the employee reports for work. 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 provided he or his designate advises the employee in writing prior to the extension. The total probationary period may not exceed twelve (12) months.

(b) For all regular or term employees covered by this Collective Agreement and not subject to the *Civil Service Act*, the probationary period shall be six (6) continuous months of employment immediately following the

date on which the employee reports for work. On the expiration of such period of six (6) months, the Chief Executive Officer may extend the probationary period for further periods of three (3) months provided he or his designate advises the employee in writing prior to the extension. The total probationary period may not exceed twelve (12) months.

12.06 (a) An employee will retain previous seniority but will not accumulate additional seniority when on a continuous period of absence from work due to leave of absence without pay or suspension from duty, exceeding one-half (½) the number of working days in any month except as provided for in Article 21.04. Casual seniority would however be applied in accordance with Article 12.03.

(b) An employee shall lose seniority rights and cease to be an employee in the event:

- (i) he tenders his written resignation or retires;
- (ii) he is discharged and not reinstated;
- (iii) he has been laid off for a period in excess of twelve (12) continuous months;
- (iv) he is absent from work for five (5) consecutive working days without notifying his immediate supervisor giving a satisfactory reason for such absence;
- (v) when recalled from layoff he fails to work within fourteen (14) calendar days of notice sent by registered mail to the address on record with the Employer and fails to report for work at the agreed upon designated time within the above mentioned fourteen (14) calendar day period, except in the case of an employee recalled for employment of a casual or short term duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights.

12.07 Where an employee is excluded from the Bargaining Unit by the Labour and Employment Board and later returns to the Bargaining Unit he will have his seniority calculated as if he never left the Bargaining Unit.

In order for an excluded employee to qualify for the above he must have established seniority in the Bargaining Unit immediately prior to his exclusion and must have remained in a class included in Schedule "A" throughout the process described above.

Any other employees leaving the Bargaining Unit will lose all seniority twelve (12) months after leaving the Bargaining Unit.

12.08 Change of Address - It shall be the responsibility of all employees to notify the Employer promptly of any change in their address. Should an employee fail to do this the Employer will not be responsible for failure to contact the employee.

#### **ARTICLE 13 - PROMOTIONS AND TRANSFERS:**

13.01 Promotion - When an employee is promoted to a higher paid classification, the employee shall move to the nearest step of the new salary range that will increase the employee's normal wage rate from his previous classification by at least two (2) steps or to the minimum rate of the new classification, whichever is greater.

13.02 Trial Period - An employee who is transferred or promoted to another classification and is unable to perform the duties of the new classification during his probationary period shall revert to his former classification and unless other arrangements are mutually agreed to, he shall return to his former work location, without loss of seniority.

13.03 Transfer to Lower Classifications - When an employee is transferred to a lower classification, as a result of the Employer's request he shall maintain his rate of pay until the rate of pay of his new classification catches up to his rate.

When an employee is transferred to a lower classification as a result of the employee's request he shall be paid the rate within the range of rates established for such new classification which is closest to his present rate.

13.04 If a part-time position becomes available, full-time employees shall be given preference providing they qualify and providing they have applied.

13.05 Departments or Institutions not Covered by the *Civil Service Act*

(a) Where there is a competition to be held to fill a vacancy in the bargaining unit, such notice of competition shall be posted on the bulletin board(s) in the buildings out of which the employees work, for a minimum of five (5) calendar days prior to the closing date of the competition.

(b) Such notice shall contain the following information:

- (i) description of the position;
- (ii) required qualifications;
- (iii) location of the position;
- (iv) the applicable wage rate or range, in accordance with the Collective Agreement under C.U.P.E. Local 1418.

(c) All employees who apply for a competition shall be advised of the name of the successful applicant.

13.06 Notwithstanding anything in this Article, given the temporary, sporadic nature of their employment, temporary and casual employees are not entitled to the promotions and transfers provisions outlined in Article 13.

#### **ARTICLE 14 - LAYOFF AND RECALL:**

14.01 Layoff and Recall Procedure - In the event of a layoff, employees shall be laid off within their classification series in reverse order of their classification seniority. Employees shall be recalled in the reverse order that they were laid off. Recall shall be subject to the employee being qualified to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to the hiring of new persons, in other classifications if they are qualified to perform the work available. For the purpose of this article, classification series means all levels of a classification. Displacement of employees (bumping) as a result of a layoff is restricted to lateral or downward displacements.

14.02 Notice of Layoffs and Resignation

(a) Where less than one (1) month's notice of layoff is given, the employees shall continue to be paid for one (1) month after such notice is given.

(b) Where an employee resigns his position, he/she shall give the Employer one (1) month's notice of such resignation.

14.03 No New Employees - There shall be no new hiring into the bargaining unit until those laid off have been given an opportunity of employment, provided that they are qualified to perform the work available.

14.04 Continuation of Insurance Benefits - The Employer agrees to pay the Employer's share of Group Insurance for employees who are laid off for two (2) months after the month in which the employees are laid off.

14.05 Superannuation Benefits - An employee who is laid off shall retain all superannuation rights held by him at the date of his layoff, until he is recalled. Should the employee request a refund of his superannuation contributions he shall cease to be an employee.

14.06 Union Notification - The Employer shall provide the Union with a list showing the seniority of laid off employees by classification.

14.07 Layoffs During Sick Leave - In the event an employee is affected by a layoff during sick leave, the effective layoff date shall be the day following the termination of such leave.

14.08 Recall Rights - Employees on layoff shall retain their position on the seniority list and shall have recall rights within a twelve (12) month period following their last day of employment. Where an employee opts to be laid off rather than displace a junior employee, he waives the right to displace for the duration of that layoff period but retains recall rights.

14.09 Notwithstanding anything in this Article, given the temporary, sporadic nature of their employment, temporary and casual employees are not entitled to the layoff and recall provisions outlined in Article 14.

#### **ARTICLE 15 - HOURS OF WORK:**

15.01 The normal hours of work shall be thirty-six and one quarter (36 ¼) hours per week and by mutual agreement may be averaged over a two-week period. The normal working days shall be Monday to Friday. Hours worked in excess of 36 ¼ hours per week shall be authorized in advance by the employee's immediate supervisor or delegate, unless authorized by departmental policy.

15.02 Flexibility in Hours of Work - The parties recognize that the above hours of work have to be flexible due to the nature of the service provided by members of the bargaining unit.

15.03 (a) If Management intends to change existing patterns of work, either on its own initiative or in response to a regular or term employee request, the matter shall be the subject of joint consultation as provided for in Article 7. If following joint consultation Management decides to change existing patterns of work the Union and the employees concerned shall be given one month's notice in writing.

(b) If Management intends to change existing patterns of work of a temporary or casual employee, the Union will be given seven (7) calendar days' notice in writing.

15.04 On an experimental basis and without committing either party to a permanent change in the existing hours of work, members of the bargaining unit and their Department may jointly establish a schedule providing for a compressed work week. Such an agreement must be consistent with the intent of Article 15.02 and must be ratified by Board of Management and the Union before implementation.

15.05 No Guarantee of Hours - The foregoing shall not be construed as a guarantee of hours of work per day or per week.

15.06 Canada Games and Jeux de la francophonie internationale - This article applies to the Recreation and Culture Program Officer classification only. Both parties recognize the special circumstances surrounding Canada Games and Jeux de la francophonie internationale and agree that the provisions of Article 15 and 16 will not apply to employees assigned to such Games. However, employees assigned to these Games will be entitled to two (2) days off for each period of seven (7) days so assigned.

The hours of work for AHESSE workers shall be as per below:

15.07 The normal hours of work for After Hours Emergency Social Services (AHESSE) will be 1, 885 hours per calendar year.

15.08 Of the 1,885 hours per year, 36 hours will be used for supervision/staff meetings and 40 hours will be designated for training. Training will be provided on an as needed basis by the employer and any hours not used for training shall be reconciled by the end of the year.

**ARTICLE 16 - OVERTIME:**

**RECREATION AND CULTURE PROGRAM OFFICERS (16.01 - 16.04)**

16.01 Definition - Any hours worked in excess of the normal hours of work prescribed in Article 15.01, on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period, shall be considered overtime.

16.02 Overtime Compensation

(a) Overtime work from Monday to Friday shall be compensated by equal time off. Overtime work on Friday evening (after 5:00 p.m.), Saturday and Sunday shall be compensated by time and one-half (1½) off.

(b) Notwithstanding (a) above, if an employee is required to work within the normal hours of work as specified in 15.01, on a Friday evening (after 5:00 p.m.), Saturday and/or Sunday he/she shall receive an additional one-half (½) credit for time worked.

16.03 Overtime Authorization - Overtime shall be authorized in advance by the employee's immediate supervisor or his or her delegate, unless otherwise provided for by Branch policy.

16.04 Reconciliation and Accumulation of Overtime

(a) Overtime compensation shall be scheduled at a time mutually agreed to by the employee and the Employer. Scheduling of overtime reconciliation shall be done between the first and fifteenth of the month for all overtime worked in the previous month. The employee's preference will not be unreasonably denied, but if unable to accommodate the employee, the Employer shall schedule the time off.

(b) Notwithstanding (a) above, an employee may retain a five (5) day period of accumulated overtime credits to be scheduled at his/her discretion once in any calendar year. This time off shall be approved by the Employer in accordance with Article 17.10.

**ALL OTHER CLASSIFICATIONS (16.05 - 16.13)**

16.05 Definition - Any hours worked in excess of the normal hours of work prescribed in Article 15.01, on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period, shall be considered overtime.

16.06 Overtime Rate

(a) The overtime rate shall be time and one-half (1½) the hourly rate or time and one-half (1½) off or any combination of salary and time off.

(b) For casual employees employed for a period of less than six (6) continuous months, overtime shall be compensated by time and one-half (1½) off at a time mutually agreed upon by the parties. Should the parties be unable to reach mutual agreement, then the Employer shall schedule the time off.

16.07 Overtime Authorization - Whenever possible, overtime shall be authorized in advance by the employee's immediate supervisor or his delegate, unless otherwise authorized by Departmental policy.

16.08 Minimum Call-Back Time - Except as provided for in 16.10, an employee who is required to work outside his regular working hours shall be compensated for a minimum of two (2) hours at overtime rate.

16.09 On Call - When an employee is advised that he is "on call" that is, immediately available by direct telephone, he shall be compensated for one hour at the overtime rate in accordance with 16.06 for each eight (8) hours that he is "on call", over and above the provisions of 16.08 and 16.10. When an employee is on call during a Statutory Holiday, he shall be compensated for two and one-half hours at the overtime rate for each eight (8) hours that he is "on call", over and above the provisions of 16.08 and 16.10.

16.10 Telephone Work - When an "on call" employee uses his telephone to provide services required as a result of being "on call", he shall be paid for two hours (2) at the overtime rate. Such compensation shall not be claimed more than once during each eight-hour "on call" period, nor shall it be claimed when there is a claim under 16.08 for the same service.

16.11 No employee shall be compensated more than eight hours at time and one-half (1½) for any eight hour period under 16.08 and 16.10.

16.12 Reconciliation of Overtime - Before the end of every other pay period, employees shall reconcile with their immediate supervisor or delegate those hours to be paid and those to be taken off in accordance with 16.06, 16.08, 16.09 and 16.10. Where an employee chooses time off it shall be scheduled at any time mutually agreed to between the employee and the Employer. In such circumstances, the approved overtime does not have to be taken within a two-week period. If mutual agreement cannot be reached, the employee shall be paid at the overtime rate within 20 working days of the reconciliation date.

16.13 Except by mutual agreement, "on call" duty shall be equally divided among the qualified employees.

#### **ARTICLE 17 - VACATION:**

##### 17.01 Length of Vacation

(a) An employee shall be entitled to annual vacation with pay at the rate of one and one-quarter (1¼) days for each calendar month of service.

(b) An employee who has completed ninety-six (96) months (8 years) of continuous service shall be entitled thereafter to annual vacation with pay calculated at the rate of one and two-thirds (1 2/3) days for each full calendar month of service.

(c) An employee who has two hundred and forty (240) months (20 years) of continuous service shall be entitled thereafter to annual vacation with pay calculated at the rate of two and one-twelfth (2 1/12) days for each full calendar month of service.

##### 17.02 New Employees

(a) An employee who commences employment before the sixteenth (16<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits for that month.

(b) An employee who commences employment after the fifteenth (15<sup>th</sup>) of the month shall be eligible to begin accumulating vacation credits the following month.

17.03 (a) In addition to rate of pay, the Employer shall pay casual employees employed for a period of less than six (6) continuous months four percent (4%) of their wages for all hours worked in lieu of vacation in accordance with the *Employment Standards Act*.

(b) When an employee has been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall be credited with seven and one half (7 ½) days of vacation credit unless otherwise equitably compensated.

17.04 Vacation Pay - Vacation pay shall be at the rate effective immediately prior to the vacation period. Any increase due during the vacation period shall apply from its effective date.

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

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits;
- (e) for days on which the employee is on Union business as provided for in this Agreement, except for extended leave; and
- (f) for Statutory Holidays or days taken in lieu thereof.

17.06 Holiday during Vacation - If one of the holidays referred to in Article 18 (Holidays) falls on or is observed during an employee's vacation period, he shall be granted an additional day's vacation.

17.07 Vacation Pay on Termination - An employee whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit in accordance with this Article.

17.08 Vacation Accumulation - Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year on the request of the employee but at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, not later than November 15<sup>th</sup>, of the year in which the employee ordinarily would take the vacation sought to be carried forward. Carry over entitlement shall not be greater than one (1) year accumulation.

17.09 No Vacation Shall Accumulate - Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds eleven (11) working days in that month, no vacation credits shall accumulate.

17.10 Authorized by Employer - Vacation shall be taken at a time authorized by the Employer.

17.11 Preference in Vacation

(a) Unless mutually agreed vacation shall be given within each classification by region and department with preference given to the employee with the greatest seniority.



(b) Employees wishing to exercise vacation preference under this article shall indicate such preference in writing on or before April 1<sup>st</sup>. The Employer shall provide a written decision on this request, based on operational requirements, by April 30<sup>th</sup>. Following April 1<sup>st</sup>, where operational requirements permit, any requests for leave will be responded on a first come, first serve basis.

#### **ARTICLE 18 - HOLIDAYS:**

18.01 (a) List of Holidays - The following shall be the list of recognized holidays for the purpose of this Agreement:

- (i) New Year's Day;
- (ii) Family Day
- (iii) Good Friday;
- (iv) Easter Monday;
- (v) The day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
- (vi) Canada Day;
- (vii) New Brunswick Day;
- (viii) Labour Day;
- (ix) The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- (x) Remembrance Day;
- (xi) Christmas Day;
- (xii) Boxing Day;
- (xiii) any other day duly proclaimed as a provincial or national holiday.

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

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

18.02 Employees Not Working on Holidays - Subject to 18.04 all employees not required to work on a holiday as listed in 18.01 shall receive one (1) day's paid leave for that day.

18.03 Employees Working on Holidays - When an employee is required to work on a holiday, he shall receive his holiday pay and be paid at the overtime rate for the hours worked in accordance with Article 16.

18.04 Holidays on Rest Days - When a day designated as a paid holiday under Article 18.01 falls on an employee's day of rest, the holiday shall be moved to the employee's first working day following his day(s) of rest and this day shall be his holiday for the purposes of this Agreement.

18.05 A casual employee employed for a period of less than six (6) continuous months is entitled to the eight (8) public holidays which are New Year's Day, Family Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one of those days under the *Employment Standards Act*. Such employee is required to work no fewer than ninety (90) days during the previous twelve calendar months immediately preceding a public holiday before being paid for one of the eight (8) public holidays listed above, in accordance with the *Employment Standards Act*.

**ARTICLE 19 - SICK LEAVE:**

19.01 (a) Definition of Sick Leave - An employee is eligible to be absent on sick leave without loss of pay when he is unable to perform his duties because of sickness, exposure to a contagious disease or an accident for which compensation is not payable under the *Workers' Compensation Act*.

(b) Notwithstanding anything in this Article, casual employees employed for a period of less than six (6) continuous months are entitled to sick leave without pay, as outlined in the *Employment Standards Act*.

19.02 Amount of Sick Leave

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

(b) When an employee has been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall be credited with seven and one-half (7 ½) days sick leave credit unless otherwise equitably compensated.

19.03 New Employees

(a) An employee appointed before the sixteenth (16<sup>th</sup>) of the month shall be eligible to accumulate sick leave credits from that month.

(b) An employee appointed after the fifteenth (15<sup>th</sup>) of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his employment.

19.04 Days Counted for Computing Sick Leave - For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits;
- (e) Statutory Holidays or days taken in lieu thereof; and
- (f) for days on which the employee is on union business as provided for in this Agreement, except for extended leave.

19.05 Employees on Leave or Suspended - Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 11, exceeds one-half (½) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

19.06 Notification of Sickness - An employee who is absent from work on account of sickness or accident who wishes to use his sick leave credits for such absence must notify his immediate supervisor or designated Official as soon as possible, as specified by the Employer.

19.07 Deduction of Sick Leave –A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave shall be deducted in one-quarter (¼) day increments. Absence on sick leave for less than one-quarter (¼) day may be deducted as one-quarter (¼) day; absence for more than one-quarter (¼) day but less than one-half (½) day may be deducted as one-half (½) day; absence of more than one-half (½) day but less than three-quarter (¾) day; may be deducted as three-quarter (¾) day; absence of more than three-quarter (¾) day but less than one (1) full day may be deducted as one (1) full day.

19.08 The Employer has the right to investigate and require satisfactory medical evidence from a qualified medical practitioner for any absence for which sick leave is claimed provided that such evidence is requested before the employee returns to work.

19.09 Advancement of Sick Leave - An employee who has contributed to the Superannuation Fund for not less than eighteen (18) months and who has exhausted his/her sick leave entitlements shall be granted upon application up to fifteen (15) days of advanced sick leave credits. Of the days of sick leave credits granted, those credits actually used shall be paid back at the rate of one half (½) day per month of credits earned upon return to employment. All advanced credits must be repaid in accordance with this Article before an employee can be granted another advance of days. An employee who has been granted advanced sick leave credits shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave granted which has not been paid back in accordance with this Article, calculated at the employee's daily rate of compensation at the time the employee ceased to be an employee.

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

19.11 An employee hospitalized, or sick at home for four consecutive days or more, during his vacation period, will qualify for the use of sick leave credits upon production of a Doctor's certificate. The Employer shall be notified during the illness in accordance with Article 19.06.

#### **ARTICLE 20 - APPOINTMENT OF STEWARDS AND TIME OFF FOR UNION BUSINESS:**

20.01 Time Off for Stewards - A steward must obtain permission of his immediate supervisor before leaving his regular place of work for a reasonable period of time with pay to investigate a complaint or grievance and attempt to settle it. The steward shall make mutually satisfactory arrangements with the supervisor in charge of the regional office he wishes to enter should his investigation involve his leaving his regular working place. Such permission shall not be unreasonably withheld. On return to work, the steward will report to his immediate supervisor. The provisions of this clause are applicable only to those employees who have been identified as Stewards and Executive Members in accordance with the provisions of Clause 8.08 of this Agreement.

20.02 Recognition of Accredited Union Representative - The Employer agrees to recognize an accredited representative of the Union who shall be granted access to the Employer's premises for the purpose of assisting in the servicing of grievances provided that the Employer representative's permission is first obtained. Such permission shall not be unreasonably withheld.

20.03 Time Off for Grievances - Employees who have filed a grievance in accordance with the grievance procedure, Article 8, shall be granted time off work with pay when a grievance hearing or an adjudication hearing is held.

20.04 Time Off for Negotiations - Employees who are members of the Union Negotiating Committee shall be allowed time off to perform duties required of that committee. However, employees will submit notification for such leave to their immediate supervisor as soon as the employees have become aware of the appropriate dates. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause and the

Union shall then reimburse the Employer within ten (10) days of billing, provided the Employer submits such billing within 30 days of the signing of this Agreement.

20.05 Meetings in Joint Consultation - The Employer will grant time off work with pay to a reasonable number of employees who are meeting with the Employer in joint consultation in accordance with Article 7.

20.06 Convention and Education Seminars - At the written request of the Secretary of the Union, the Employer shall grant leave of absence without pay to not more than twenty (20) employees designated by the Union for the purpose of attending Union conventions, Council meetings and Education Seminars, such absence not to exceed in the aggregate one hundred (100) working days in any calendar year, provided the Union has requested such leave of absence at least fourteen (14) calendar days prior to the proposed leave and that only five (5) employees are absent any time from the same Health district or Social Services area. The Employer will maintain the salary and benefits of the employee during such leave of absence. The Union agrees to reimburse the Employer for the employee's compensation for such leave including salary, benefits, and Employer's share of such benefits.

20.07 Names of Stewards - The Union agrees to notify the Employer in writing of the names of the accredited representatives, stewards, members of the Negotiating and Joint Consultation Committees. The Employer shall advise the Union in writing of its representatives that will deal with the stewards and members appointed to the above committees. Both parties agree to comply with the above prior to the end of June and to advise the other as soon as possible of substitutions to the said lists.

20.08 Leave for Full Time Union Duties – A regular employee who is elected or selected for a full time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay by the Employer, without loss of seniority, for a period of one (1) year. On request, such leave may be renewed each year during his term of office. Where the regular employee elects to continue group life insurance and/or Blue Cross protection during the leave, payments of full premiums will be required.

#### **ARTICLE 21 - LEAVE OF ABSENCE:**

##### 21.01 Bereavement Leave

(a) Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary and benefits, one of which shall be the day of the funeral in the event of the death of the employee's mother, father, person in loco parentis, spouse, son, daughter, stepchild, grandchild, brother, or sister. Additional bereavement leave may be granted under Article 21.01(d).

For clarification purposes of this article, a spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been represented as the employee's partner.

(b) Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary and benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, brother/sister-in-law, son/daughter-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 21.01(d).

(c) 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 salary and benefits, for a maximum of two (2) calendar days, one which must be the date of the funeral.

(d) An employee may be granted a maximum of an additional three (3) days bereavement, without loss of salary and benefits, at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in this article.

21.02 Pallbearer – One (1) day’s leave at the employee’s regular rate of pay shall be granted to an employee to attend a funeral as a pallbearer.

21.03 Jury Duty or Witness - the Employer shall grant leave of absence from work, with pay, to every employee who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness called or subpoenaed in any proceeding held:
  - (i) in or under the authority of a court of justice, or board of adjudication, or before a Grand Jury;
  - (ii) before a court, judge or coroner, adjudicator or adjudication board;
  - (iii) before a Legislative Council, Legislative Assembly or any Committee thereof that is authorized by law to compel the attendance of witnesses before it;
  - (iv) before an Arbitrator or Umpire or a person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

21.04 Maternity Leave/Adoption

(a) Notification - No later than fifteen (15) weeks prior to the anticipated date of delivery, an employee shall forward to her immediate supervisor a written request for maternity leave accompanied by a medical certificate. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery. If an employee does not intend to return to work after maternity leave Article 14.02(b) will apply.

(b) Duration of Leave - Maternity leave shall not exceed seventeen (17) weeks including the waiting period.

(c) Notwithstanding (b) above, the Employer may, where no other suitable work is available, direct an employee who is pregnant to proceed on maternity leave at any time where the employee cannot produce a current medical certificate stating that her condition does not prevent her from performing her normal work function.

(d) Return to Work - An employee returning from maternity leave and/or child care leave shall give the employer written notice of the fact at least ten (10) working days prior to returning to work. Written approval of a qualified medical practitioner shall be provided upon request. Such employee shall be placed in his/her previously held classification at his/her work location (city, town, or village).

(e) Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

(f) During the seventeen (17) weeks of the maternity leave, the employee may, if permissible under the relevant group insurance plan, continue participation. When the employee requests to continue contributions to the group insurance plans, the Employer shall also continue the required contributions during the period of the maternity leave to a maximum of seventeen (17) weeks provided the employee submits post-dated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

(g) Supplementary Employment Benefit - An employee with one year’s seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is

eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity/adoption leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

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

(h) In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- (i) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five per cent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and
- (ii) payments equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five per cent (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 earned during this period.

(i) An applicant under (e) 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.

(j) Adoption/Child Care Leave - The employer shall upon request grant an employee: who is the birth parent of a newborn or unborn child or who is adopting or has adopted a child, a leave of absence without pay of sixty-two (62) consecutive weeks or shorter period as per the employee's request. When both parents are employees, both employees may share the leave. Total leave taken by both employees shall not exceed sixty-two (62) weeks. The combined maternity leave of 17 weeks and child care leave of sixty-two (62) weeks taken by one or both employees shall not exceed seventy-eight (78) weeks. The Employer shall not dismiss, suspend, or layoff an employee during child care leave or for reasons arising from the leave alone. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

(k) Paternity Leave - An employee shall be entitled to two (2) days leave of absence with pay and one day without pay for the birth of a child. Such leave shall be taken within a reasonable time surrounding the birth.

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

#### 21.06 General Leave

(a) The Employer may grant leave of absence with or without pay to any employee requesting such leave for good and sufficient cause. Such leave will not be unreasonably requested nor will it be unreasonably withheld.

(b) The Employer will grant leave of absence with pay to any employee for medical or dental appointments when such leave is requested at the time the appointment is made and when it is not possible to arrange such appointments outside the hours of work. Where such leave is granted the employee shall substantiate

his/her absence with an appointment certificate from his/her doctor or dentist upon request by the Employer. Any request for such a certificate will be made at the time the leave is requested.

(c) The Employer may grant leave of absence with pay in emergency situations where circumstances not directly attributable to the employee prevent his/her reporting for duty for part or all of the day. Such leave will not be unreasonably withheld nor will it be unreasonably requested.

(d) When the employer requires from the employee a Statement of Fitness for Work form or any form which replaces it that has the same purpose, the cost shall be paid by the employer.

21.07 Citizenship Leave - An employee shall be allowed the necessary time off with pay to process his Canadian citizenship application.

21.08 Educational Leave

(a) Regular and term employees shall be granted educational leave without pay upon application on a first come first served basis, subject to the following conditions:

1. That the employee applies in writing to his/her supervisor with copies to the Human Resource Services of his/her Department and the Secretary of the Union.
2. That a qualified replacement for the employee seeking leave can be found;
3. That the total leave time in the bargaining unit does not exceed thirty-six months (36 months) in any twelve (12) month period beginning on September 1<sup>st</sup> of each year.
4. That each request be for a minimum period of sixty (60) consecutive working days;
5. That the employee has at least two (2) years seniority;
6. The primary purpose for which the leave may be used is either to advance the career opportunity of the employee within the government service or in order to benefit the Employer by having a better qualified employee.

(b) On returning, an employee shall be placed in a position within the bargaining unit and if such a position is not in the same region, an employee must be given first priority when a position becomes vacant in his/her former region.

(c) In addition to the provision above, employees may apply for the benefits as covered in Schedule "B" of this Agreement.

21.09 Secondment

(a) For the purpose of this Article, a secondment is when:

- (i) an employee covered by this Agreement accepts a temporary opportunity outside the bargaining unit; or
- (ii) an employee not covered by this Agreement accepts a temporary opportunity into the bargaining unit.

(b) Prior to an employee being seconded to a position, the Employer, the Union and if applicable, the Union of the host bargaining unit, shall enter into a Letter of Agreement, as outlined under 21.09 (c).

- (c) Such Letter of Agreement should detail the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include but are not limited to, length of secondment, hours of work, rate of pay, overtime and other premiums, union dues, seniority and grievance/adjudication process.
- (d) When a secondment is for a period of up to one (1) year, "Schedule D" will apply.
- (e) Any requests by the Employer to extend the original secondment beyond the one (1) year period will require the parties to enter into a Letter of Agreement as outlined under 21.09 (b).
- (f) All Secondment Agreements whether under (c) or (d) shall be sent to the Recording Secretary of the local.
- (g) The secondment agreement shall specifically refer to article 12.07, which indicates that any employee leaving the Bargaining Unit will lose all seniority twelve (12) months after leaving the bargaining unit.

#### 21.10 Volunteer Day

An employee shall be granted one (1) day's leave with pay per calendar year to work as a volunteer for a non-profit organization or for community involvement with the non-profit sector. An advance notice of at least five (5) working days and a confirmation of involvement from the organization/sector are required. The leave shall be scheduled at times convenient both to the employee and to the Employer.

#### 21.11 Compassionate Care Leave

Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *Employment Standards Act* as amended from time to time.

21.12 Notwithstanding anything in this Article, given the temporary, sporadic nature of employment for casual employees who have been employed for a period of less than six (6) continuous months, these employees are entitled to leave of absence without pay, as outlined in the *Employment Standards Act*.

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

22.01 (a) Wages - The wages for employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement. The steps in the salary range shall represent one year satisfactory service between each step for increment.

- (b) (i) Child Protection Worker/Supervisor Premium

A Social Worker 2, 3 or Social Worker Supervisor who is regularly and continuously assigned to Child Protection, Family Enhancement, Child Protection Investigator, Centralized Intake, After Hours Emergency Social Services, Family Group Conference Coordinator, or Clinical Specialists in Child Welfare shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay in accordance with Schedule A.

The payment of this premium is not to be considered a promotion to a higher classification.

- (ii) Discontinuance of Premium

The Premium paid to an employee shall be discontinued:

- (1) effective the day the employee is permanently reassigned to a position outside of the unit,
- (2) when the Child Protection function provided by the unit is discontinued.



The termination of this premium, in accordance with this agreement, does not constitute a layoff, a demotion or a disciplinary action.

- (iii) Notwithstanding Article 22.01(b) (i) and (ii), a Social Worker 2, 3 or Social Worker Supervisor who is occasionally assigned to this work shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay in accordance with Schedule A for the duration of the occasional assignment.

22.02 Equal Pay for Equal Work - The principle of equal pay for equal work shall apply, regardless of sex.

22.03 Pay Days - The Employer agrees to maintain a bi-weekly pay period. When the regular pay day falls on a holiday, the pay day shall be the last banking day prior to such holiday.

22.04 Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date, upon satisfactory performance, shall move to the next step on the pay scale.

22.05 Injured on Duty - An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between the total of Workers' Compensation Benefits and all other revenues (i.e., Canada Pension Plan Disability Benefits) and his net take home pay had he continued to work. Such benefit will be limited to the period of time such employee is totally temporarily disabled.

22.06 (a) Retirement Allowance - When an employee having continuous service of five (5) years or more retires due to disability, death or age, the Employer shall pay such employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of service but not exceeding one hundred and twenty-five (125) days' pay, which when granted will be paid in a lump sum upon retirement at the employee's regular rate of pay. When 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. At the request of the employee payment of this allowance shall be:

- (i) a lump sum payment at the time of termination or retirement, or
- (ii) held over to the next two (2) taxation years, or any other year, following termination of employment.

(b) When an employee has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, or an employee terminates his/her employment due to permanent disability and in the absence of mutual agreement, a Board of Doctors, whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows: one doctor appointed by the Local, one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability the said employee shall receive pay for any accumulative severance leave entitled to under this Article. The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the *Workers' Compensation Act* or the *Canada Pension Act*, a further Board decision under this Article shall not be required.

(c) Employees taking early retirement as provided for under the provisions of Article 23.02 of this agreement and the Public Service Superannuation Plan shall be entitled to their retirement allowance.

(d) Pre-Retirement Leave – Effective date of signing of the Collective Agreement, at the option of the employee, retirement allowance may be taken in the form of pre-retirement leave in accordance with Schedule 'C'.

22.07 Travel Regulations - The New Brunswick Travel Regulations as amended from time to time shall apply to employees in the bargaining unit. The Union may, on request, make a presentation to the Employer on the matter of Travel Regulations.

22.08 (a) Acting Pay - When an employee is temporarily assigned to perform the principal duties of a higher paying position for a minimum of two (2) consecutive work days, such employee shall have his current rate of pay increased by 4.8% during such temporary period.

(b) Notwithstanding Article 22.08 (a), when a Social Worker 2 or a Social Worker 3 is temporarily assigned to perform the principal duties of a Social Worker Supervisor position in the Access and Assessment Unit or the Child Protection Unit, such employee shall have his current rate of pay increased by 4.8% during such temporary period.

22.09 Notice of Dismissal - Where the Employer intends to dismiss an employee, the employee shall be given not less than one (1) month's notice and where less than one (1) month's notice is given, the employee shall continue to receive his pay for one (1) month after such notice is given.

22.10 Responsibility Allowance - An employee who is in charge of an office and whose classification specification does not provide for assigned responsibility and/or duties such as listed below will be paid an allowance of two (2) steps of his rate of pay. These responsibilities and/or duties could include or be similar to:

- (a) liaison between their services and other services of the government;
- (b) ensure an effective working relationship between employees and/or persons in the office;
- (c) responsibility for landlord-tenant relationship;
- (d) function as team leader in terms of receiving and distributing cases;
- (e) hiring of casual or temporary staff or supervision of support staff;
- (f) administrative duties, i.e. prepare monthly report, purchasing of supplies.

#### **ARTICLE 23 - RETIREMENT AND PENSION PLAN:**

23.01 An employee may retire at age sixty-five or later.

23.02 An employee may retire earlier than age sixty-five if he/she retires on account of disability or is granted under the *Public Service Superannuation Act*:

- (i) an annual allowance (an actuarially reduced pension);
- (ii) an immediate pension.

23.03 Superannuation Benefits - All benefits provided by the *Public Service Superannuation Act* shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act.

23.04 An employee desiring to participate in an Employer approved pre-retirement counselling program shall be granted leave of absence with pay and shall be reimbursed for reasonable expenses to attend such a program within the Province of New Brunswick for a maximum of two (2) sessions throughout the employee's career.

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

#### **ARTICLE 24 - EMPLOYEE BENEFITS:**

24.01 Participating in Present Plan - All employees of the bargaining unit shall participate in the Province of New Brunswick Group Life Insurance Program. The insurance coverage for each employee shall be in accordance

with the present schedule and the Employer/Employee contributions shall be in accordance with the present rates. The introduction of a new plan or changes in the present plan shall be subject to negotiations between the parties.

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

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

(c) Coverage on Retirement - Employees shall have the option to transfer their health care coverage on retirement to the Group Plan applicable or equivalent coverage as administered by the Employer for retired employees.

24.03 Casual employees who meet the eligibility criteria for the insured benefit programs are entitled to 24.01 and 24.02. As well, employees who have been terminated and subsequently re-hired within 6 months of termination, who meet the eligibility criteria, are eligible for the reinstatement of their coverage immediately upon return to work.

#### 24.04 Long Term Disability

(a) The Employer shall make available to eligible employees of the Province of New Brunswick the "Long Term Disability (LTD) Plan for Employees of the Province of New Brunswick". Eligibility shall be governed by the rules of the Plan. Premiums will be paid by the employee through payroll deduction.

(b) A regular or term employee who is deemed disabled and qualifies for benefits under the LTD Plan may be granted appropriate leaves to reconcile absence from work during his/her period of total disability up to 28 months. Such leave shall not be unreasonably withheld. Such leave of absence shall expire if the employee receives a permanent disability pension or accepts alternate employment. The Employer agrees to meet with the employee during the period of absence to discuss alternate employment opportunities within the civil service.

(c) All part-time employees shall be covered the same as full-time employees based on their income and hours of work.

### **ARTICLE 25 - PORTABILITY**

25.01 A regular or term employee who accepts employment in a Department or Agency listed in Part I, First Schedule of the *Public Service Labour Relations Act* within forty-five (45) calendar days of the resignation date from another Department or Agency listed in Part I of such *Act*, shall be deemed to have been on leave of absence without pay for this period. Such employee shall retain portability respecting accumulated sick leave credits, vacation rate entitlement, and retirement allowance entitlements.

25.02 If a regular or term employee accepts employment into the bargaining unit from Part II, III or IV of the New Brunswick *Public Service Labour Relations Act* within forty-five (45) calendar days of his resignation date, such employee shall retain the following benefits:

- (i) the number of regular hours of continuous employment in the public service for the purpose of retirement allowance entitlement;
- (ii) vacation rate entitlement;
- (iii) the transfer of accumulated pension credits provided that a reciprocal agreement between the applicable pension plans exists;

(iii) sick leave credits accumulated from his previous Employer up to a maximum of 240 days.

25.03 If an employee accepts employment into a management and non-union position or into a bargaining unit that has discontinued the retirement allowance in Parts I, II, or III, the options for the employee with respect to their retirement allowance entitlements shall be in accordance with the "Discontinuance of Retirement Allowance Benefit-Understanding the Options" booklet, Treasury Board.

#### **ARTICLE 26 - CLASSIFICATION:**

26.01 Present Classification - The classifications covered by this Agreement shall be those listed in Schedule "A" of this Agreement.

26.02 If a new classification comes into being during the life of this agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the rate of pay shall be subject to negotiation between the Employer and the Union. The Employer may set an interim wage rate for such 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 only to binding arbitration under the *Public Service Labour Relations Act*.

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.

26.03 Appeal of classification: A regular or term employee who feels that his/her position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification as per the classification appeal process and related procedures as amended from time to time.

26.04 Classification Specifications - Within 30 days of the signing of this agreement the Employer shall provide to the Union copies of the classification specifications concerning classifications covered by this labour agreement. Where not indicated in the classification specification, the Employer will furnish to the Union for information purposes only, the criteria required to promote within classifications and any changes thereto. It is understood that the criteria is formulated unilaterally by the Employer.

#### **ARTICLE 27 - PROFESSIONAL DEVELOPMENT:**

27.01 Professional Activity

(a) If and when the Employer allows leave of absence with pay to participate in professional development activities, attend workshops, conferences, seminars, professional association meetings and to write examinations and receive degree or diploma, it shall be distributed equitably among the regular and term employees within the respective departments.

(b) Based on operational requirements and at the discretion of the Employer, the Employer may grant leave of absence with or without pay to allow temporary or casual employees to participate in professional development activities, attend workshops, conferences, seminars, professional association meetings and to write examinations and receive degree or diploma.

**ARTICLE 28 - JOB SECURITY:**

28.01 The Union recognizes the right of the Employer to contract out work and services, but no regular or term employee will suffer a reduction of hours of work, be laid off, or a reduction of salary as a result of the Employer contracting out his work or service.

**ARTICLE 29 - TECHNOLOGICAL CHANGE:**

29.01 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.

29.02 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.

29.03 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.

29.04 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. Time spent on such training shall be considered hours worked.

29.05 Transfer And Layoff

If an employee's position is rendered redundant as a result of technological change, the provisions of Article 14 (Layoff and Recall) shall apply. An employee laid off under Article 14 shall have his/her name placed on an eligibility list in accordance with Section 26(3) and 26(4) of the *Civil Service Act*. If an employee is unable to adapt to technological change every effort shall be made to relocate that employee to an equivalent position for which he/she is qualified.

29.06 Effects Of Technological Change

The Employer agrees to address and review the effects of technological change through the forum of local and provincial labour management committees as presented through the respective agenda.

**ARTICLE 30 - GENERAL:**

30.01 Copies of Collective Agreement

(a) The Agreement shall be posted electronically in both Official Languages on the Government of New Brunswick Internet site.

(b) The translation of the bilingual Collective Agreement will be provided by the Translation Bureau of the Province of New Brunswick for approval of the Parties to this Agreement.

(c) The original signed Collective Agreement drafted by the Employer and signed by the Parties to this Collective Agreement is official.

30.02 Health and Safety - Both parties recognize that the *Occupational Health and Safety Act* applies to this Agreement. Where it is determined that local representation from this unit should be included on a Health and Safety Committee, the Union shall have the opportunity to appoint such a representative(s).

### **ARTICLE 31 - RETROACTIVITY:**

31.01 Wages under this agreement are effective from August 16, 2017. Retroactive pay shall apply to all paid hours including regular overtime, on call, telephone work and callback by an employee in the Bargaining Unit.

31.02 Persons not eligible for retroactive payment are as follows:

- (1) Those who left their employment before completing six (6) months of service.
- (2) Those persons who become employed on or after August 16, 2017, and who voluntarily left their employment prior to the date of signing of this agreement.
- (3) Those persons who have been discharged for matters of discipline.
- (4) Those persons who have left their employment without giving proper notice as defined in this agreement.
- (5) Persons who are not employees as defined in clause 1.01 of this agreement.

31.03 Any person who has a claim for retroactive pay hereunder and who is not employed on the date of signing of this agreement shall make claim by notice in writing to the Institution, agency or department where he formerly worked within forty-five (45) calendar days from the signing of this agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay. It shall be the sole responsibility of the former employee to make the claim for retroactive pay.

### **ARTICLE 32 - DURATION AND TERMINATION:**

32.01 Duration and Termination - This agreement constitutes the entire agreement between the parties and shall be in effect for a term beginning on the day of signing and ending on August 15, 2022, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request 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.

32.02 Agreement Continues in Force - 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, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

IN WITNESS WHEREOF, the Parties have signed this 14th day of December 2021.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Shauna Morton

Bruce Fitch

Gary Burris

Thomas Johansen

Tracy Hookey

\_\_\_\_\_

Martine Levesque

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SCHEDULE A								
REHABILITATION & THERAPY GROUP								
RECREATION & CULTURE PROGRAM OFFICER								
BIWEEKLY RATES OF PAY								
EFFECTIVE AUGUST 16/2017								
	1	2	3	4	5	6	7	8
<b>GROUP A</b>	2159	2240	2344	2402	2460	2520	2581	2668
Human Rights Officer 2								
Psychometrist 2								
Resident in Psychology								
<b>GROUP B</b>	2197	2276	2384	2443	2500	2561	2626	2711
Correctional Programmer 2								
Human Resource								
Development Officer 2								
Recreation & Culture								
Program Officer 2								
Recreation Leader								
<b>GROUP C</b>	2225	2305	2416	2476	2531	2596	2662	2747
Social Worker 2								
Probation & Parole								
Officer 2								
<b>GROUP D</b>	2341	2398	2460	2520	2581	2642	2703	2797
Human Rights								
Officer 3								
<b>GROUP E</b>	2413	2473	2531	2596	2662	2721	2780	2883
Social Worker 3								
<b>GROUP F</b>	2400	2461	2523	2590	2653	2713	2779	2881
Probation &								
Parole Officer 3								
<b>GROUP G</b>	2516	2591	2651	2714	2784	2855	2915	3016
Clinical Psychologist								
Human Resource								
Development Manager								
Recreation & Culture								
Program Officer 3								
<b>GROUP H</b>	2551	2623	2687	2753	2823	2895	2955	3058
Social Worker								
Supervisor								
Only those employees classified as Probation & Parole Officer 3 will be paid 4.8% above the rates of all eight (8) steps in Group F.								
Only those employees classified as Clinical Psychologist will be paid a market supplement of 7.8% above the rates of all eight (8) steps in Group G.								
Any level Social Worker who is regularly and continuously assigned to Child Protection according to Article 22.01 B shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.								
Progression through the pay range for classifications is based on performance.								
University Graduate, no related experience Step 1.								
After 1 year, may receive 1 step increase per year up to the maximum of the salary range.								



SCHEDULE A								
REHABILITATION & THERAPY GROUP								
RECREATION & CULTURE PROGRAM OFFICER								
BIWEEKLY RATES OF PAY								
EFFECTIVE AUGUST 16/2018								
	1	2	3	4	5	6	7	8
<b>GROUP A</b>	2220	2303	2409	2468	2527	2589	2651	2739
Human Rights Officer 2								
Psychometrist 2								
Resident in Psychology								
<b>GROUP B</b>	2259	2340	2450	2510	2568	2630	2697	2783
Correctional Programmer 2								
Human Resource								
Development Officer 2								
Recreation & Culture								
Program Officer 2								
Recreation Leader								
<b>GROUP C</b>	2288	2369	2482	2544	2600	2666	2733	2820
Social Worker 2								
Probation & Parole								
Officer 2								
<b>GROUP D</b>	2406	2464	2527	2589	2651	2713	2775	2871
Human Rights								
Officer 3								
<b>GROUP E</b>	2479	2541	2600	2666	2733	2794	2854	2959
Social Worker 3								
<b>GROUP F</b>	2466	2528	2592	2660	2724	2785	2853	2957
Probation &								
Parole Officer 3								
<b>GROUP G</b>	2584	2661	2722	2786	2858	2930	2991	3094
Clinical Psychologist								
Human Resource								
Development Manager								
Recreation & Culture								
Program Officer 3								
<b>GROUP H</b>	2620	2694	2759	2826	2898	2971	3032	3137
Social Worker								
Supervisor								
Only those employees classified as Probation & Parole Officer 3 will be paid 4.8% above the rates of all eight (8) steps in Group F.								
Only those employees classified as Clinical Psychologist will be paid a market supplement of 7.8% above the rates of all eight (8) steps in Group G.								
Any level Social Worker who is regularly and continuously assigned to Child Protection according to Article 22.01 B shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.								
Progression through the pay range for classifications is based on performance.								
University Graduate, no related experience Step 1.								
After 1 year, may receive 1 step increase per year up to the maximum of the salary range.								

SCHEDULE A								
REHABILITATION & THERAPY GROUP								
RECREATION & CULTURE PROGRAM OFFICER								
BIWEEKLY RATES OF PAY								
EFFECTIVE AUGUST 16/2019								
	1	2	3	4	5	6	7	8
<b>GROUP A</b>	2283	2367	2475	2535	2596	2659	2722	2812
Human Rights Officer 2								
Psychometrist 2								
Resident in Psychology								
<b>GROUP B</b>	2322	2405	2517	2578	2637	2701	2769	2857
Correctional Programmer 2								
Human Resource								
Development Officer 2								
Recreation & Culture								
Program Officer 2								
Recreation Leader								
<b>GROUP C</b>	2352	2435	2550	2613	2670	2737	2806	2895
Social Worker 2								
Probation & Parole								
Officer 2								
<b>GROUP D</b>	2472	2531	2596	2659	2722	2785	2849	2947
Human Rights								
Officer 3								
<b>GROUP E</b>	2547	2610	2670	2737	2806	2868	2929	3036
Social Worker 3								
<b>GROUP F</b>	2533	2597	2662	2731	2797	2859	2928	3034
Probation &								
Parole Officer 3								
<b>GROUP G</b>	2654	2732	2795	2860	2933	3007	3069	3174
Clinical Psychologist								
Human Resource								
Development Manager								
Recreation & Culture								
Program Officer 3								
<b>GROUP H</b>	2691	2766	2832	2901	2974	3049	3111	3218
Social Worker								
Supervisor								
Only those employees classified as Probation & Parole Officer 3 will be paid 4.8% above the rates of all eight (8) steps in Group F.								
Only those employees classified as Clinical Psychologist will be paid a market supplement of 7.8% above the rates of all eight (8) steps in Group G.								
Any level Social Worker who is regularly and continuously assigned to Child Protection according to Article 22.01 B shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.								
Progression through the pay range for classifications is based on performance.								
University Graduate, no related experience Step 1.								
After 1 year, may receive 1 step increase per year up to the maximum of the salary range.								

SCHEDULE A								
REHABILITATION & THERAPY GROUP								
RECREATION & CULTURE PROGRAM OFFICER								
BIWEEKLY RATES OF PAY								
EFFECTIVE AUGUST 16/2020								
	1	2	3	4	5	6	7	8
<b>GROUP A</b>	2347	2432	2543	2604	2666	2730	2795	2886
Human Rights Officer 2								
Psychometrist 2								
Resident in Psychology								
<b>GROUP B</b>	2387	2471	2585	2648	2708	2773	2843	2932
Correctional Programmer 2								
Human Resource								
Development Officer 2								
Recreation & Culture								
Program Officer 2								
Recreation Leader								
<b>GROUP C</b>	2417	2502	2619	2683	2742	2810	2880	2971
Social Worker 2								
Probation & Parole								
Officer 2								
<b>GROUP D</b>	2540	2600	2666	2730	2795	2859	2924	3024
Human Rights								
Officer 3								
<b>GROUP E</b>	2616	2680	2742	2810	2880	2943	3006	3115
Social Worker 3								
<b>GROUP F</b>	2602	2667	2733	2804	2871	2934	3005	3113
Probation &								
Parole Officer 3								
<b>GROUP G</b>	2725	2805	2869	2935	3010	3085	3149	3256
Clinical Psychologist								
Human Resource								
Development Manager								
Recreation & Culture								
Program Officer 3								
<b>GROUP H</b>	2763	2839	2907	2977	3052	3128	3191	3300
Social Worker								
Supervisor								

Only those employees classified as Probation & Parole Officer 3 will be paid 4.8% above the rates of all eight (8) steps in Group F.

Only those employees classified as Clinical Psychologist will be paid a market supplement of 7.8% above the rates of all eight (8) steps in Group G.

Any level Social Worker who is regularly and continuously assigned to Child Protection according to Article 22.01 B shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.

Progression through the pay range for classification 33 is based on performance.

University Graduate, no related experience Step 1.

After 1 year, may receive 1 step increase per year up to the maximum of the salary range.

SCHEDULE A								
REHABILITATION & THERAPY GROUP								
RECREATION & CULTURE PROGRAM OFFICER								
BIWEEKLY RATES OF PAY								
EFFECTIVE AUGUST 16/2021								
	1	2	3	4	5	6	7	8
<b>GROUP A</b>	2412	2499	2612	2674	2737	2803	2869	2962
Human Rights Officer 2								
Psychometrist 2								
Resident in Psychology								
<b>GROUP B</b>	2453	2539	2655	2719	2780	2847	2918	3009
Correctional Programmer 2								
Human Resource								
Development Officer 2								
Recreation & Culture								
Program Officer 2								
Recreation Leader								
<b>GROUP C</b>	2483	2570	2690	2755	2815	2884	2956	3049
Social Worker 2								
Probation & Parole								
Officer 2								
<b>GROUP D</b>	2609	2670	2737	2803	2869	2934	3001	3103
Human Rights								
Officer 3								
<b>GROUP E</b>	2686	2752	2815	2884	2956	3020	3084	3195
Social Worker 3								
<b>GROUP F</b>	2672	2738	2806	2878	2947	3011	3083	3193
Probation &								
Parole Officer 3								
<b>GROUP G</b>	2798	2879	2945	3012	3088	3165	3230	3339
Clinical Psychologist								
Human Resource								
Development Manager								
Recreation & Culture								
Program Officer 3								
<b>GROUP H</b>	2836	2914	2983	3055	3131	3209	3273	3384
Social Worker								
Supervisor								

Only those employees classified as Probation & Parole Officer 3 will be paid 4.8% above the rates of all eight (8) steps in Group F.

Only those employees classified as Clinical Psychologist will be paid a market supplement of 7.8% above the rates of all eight (8) steps in Group G.

Any level Social Worker who is regularly and continuously assigned to Child Protection according to Article 22.01 B shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay.

Progression through the pay range for classifications is based on performance.

University Graduate, no related experience Step 1.

After 1 year, may receive 1 step increase per year up to the maximum of the salary range.

## SCHEDULE B

### EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the 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 educational leave.

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

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

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

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

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

- (a) leave of absence with pay for the purpose of writing examinations,
- (b) payment of the expenses of writing the examinations,
- (c) payment of travelling expenses in accordance with the Travel Regulations.

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

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

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

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

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

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Other agreed upon expenses directly related to the proposed 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 developmental purposes as a result of a career plan for the employee, the criteria in the Points Guide may be interpreted to refer to the proposed job or duties rather than the employee's present job.

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

**LETTER OF UNDERSTANDING**

**Between  
Board of Management  
And  
Canadian Union of Public Employees, Local 1418**

**Re: Pensionable Earnings  
Child Protection Worker / Supervisor  
Clinical Psychologist  
Probation and Parole Officer 3**

It is understood that the following are considered pensionable earnings:

1. the 4.8% Child Protection Worker/Supervisor Premium paid pursuant to Article 22.01(b)(i) to Social Workers 2, 3 or Social Worker Supervisors; and
2. the 7.8% market supplement paid to Clinical Psychologist as identified in Schedule A of the Collective Agreement.
3. the 4.8% paid to Probation and Parole Officer 3 as identified in Schedule A of the Collective Agreement.

Dated this 14th day of December 2021.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Shauna Morton

Bruce Fitch

Gary Burris

Thomas Johansen

Tracy Hookey

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Martine Levesque

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**LETTER OF INTENT**  
**Between**  
**Board of Management**  
**And**  
**Canadian Union of Public Employees, Local 1418**

**Re: Workload**

Whereas the parties recognize the importance of workload being reviewed; and

Whereas the parties are committed to regular Provincial Labour-Management Committee meetings;

The Parties therefore agree to:

1. establish workload as a standing agenda item at the Provincial Labour-Management Committee; and
2. work together at the Provincial Labour Management Committee to identify and understand workload-related issues and identify potential solutions.

Dated this 14th day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Shauna Morton

Bruce Fitch

Gary Burris

Thomas Johansen

Tracy Hookey

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Martine Levesque

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**SCHEDULE C  
PRE-RETIREMENT LEAVE PLAN  
THE NUMBER OF DAYS RETIREMENT ALLOWANCE CREDIT  
WHICH MAY BE USED AS LEAVE BEFORE RETIREMENT  
INSTEAD OF TAKEN IN CASH AT TIME OF RETIREMENT  
(CHOICE AT EMPLOYEE'S OPTION)**

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

1. Any retirement allowance days not used in the year in which they could have been may be carried over for use in any subsequent year.
2. Retirement allowance days not used at the date of retirement will be paid in cash.
3. In order to allow for orderly work scheduling, a request to use retirement allowance days should be submitted to the employee's supervisor twice as many working days in advance as the number of retirement allowance days being requested, e.g. a request to use 25 days should be submitted at least 50 days in advance.
4. A person must compensate the Province for retirement leave which was taken but which the person was not eligible to receive, and the amount of the compensation is to be calculated using the employee's rate of pay at termination.
5. Retirement allowance days may be taken in the calendar year in which the entitlement provision applies.

Dated this \_\_14th\_\_ day of December, 2021.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Shauna Morton

Bruce Fitch

Gary Burris

Thomas Johansen

Tracy Hookey

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Martine Levesque

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## **SCHEDULE D**

### **Re: SECONDMENTS OF UP TO ONE (1) YEAR (as per 21.09 (c))**

For the purposes of this agreement, a secondment is when a permanent employee accepts a temporary opportunity into the bargaining unit or outside the bargaining unit. This Schedule applies to secondments that are of a duration of up to one (1) year.

The terms and conditions applicable to such a secondment will be those pertaining to the position into which the employee is seconded. Where the terms and conditions under A or B, as applicable, have been met, the secondment will take place. In such case, the Employer will then provide the Union with a copy of the secondment agreement within 30 days after the beginning of the secondment, unless mutually agreed by the parties.

General exceptions related to pay, insured benefits and pensions may apply as per the specific provisions of such plans or applicable collective agreements. In addition, the parties to a secondment may negotiate alternative or additional terms where appropriate. In such case, the parties shall negotiate and outline these alternative and/or additional terms and conditions and sign the amended secondment agreement.

Where the parties attempt to negotiate alternative terms and/or conditions for the duration of a secondment and are unsuccessful, the secondment will proceed and the below outlined terms and conditions of employment outlined in A or B , as applicable, shall apply.

- A. **Secondment Outside the Bargaining Unit:** When an employee who occupies a permanent position is temporarily reassigned to a position/work outside the Rehabilitation and Therapy & Recreation and Culture Program Officer collective agreement, the following terms and conditions of employment shall apply:
- i. **Applicability of the Collective Agreement:** the collective agreement does not apply for the period of the secondment.
  - ii. **Union Dues** the employee will not pay union dues to this bargaining unit.
  - iii. **Seniority:** The employee shall not accumulate seniority in the bargaining unit during the secondment, but shall retain his or her previously accumulated seniority on returning to the regular bargaining unit following the secondment.
  - iv. **Return to Position:** At the end of the secondment, the employee shall return to his or her original position. Where the employee's original position is to be affected by layoff, the layoff and recall provisions of this collective agreement shall apply.
  - v. **Duration:** The Employer or the seconded employee may end the secondment prior to the identified termination date if written notice of (30) thirty calendar days is given to the affected parties. A copy of the notice shall be provided to the bargaining representative.
- B. **Secondment Into the Bargaining Unit:** When an employee from outside the Rehabilitation and Therapy & Recreation and Culture Program Officer collective agreement who occupies a permanent position is temporarily reassigned to the work of the Rehabilitation and Therapy & Recreation and Culture Program Officer, the following terms and conditions of employment shall apply:
- i. **Applicability of the Collective Agreement:** the collective agreement applies for the period of time the employee is seconded.
  - ii. **Pay:** Where an employee is seconded to a position in this bargaining unit which is considered a higher classification, the employee shall be paid at the step in the pay range that provides the minimum acting pay amount applicable to his or her regular position. If this amount is less than the minimum of the pay

range, the employee will be paid at the lowest step on the pay scale applicable to the position in which he or she is seconded.

Where an employee is seconded to a position in this bargaining unit which is considered a lower classification, he or she shall be placed at the step of the seconded position that is closest to his/her current rate of pay. The rate of pay of the seconded employee shall not exceed the maximum of the pay range of the seconded position.

- iii. Performance Review: performance reviews will be conducted by the supervisor of the position into which the employee is seconded. The parties may agree to change this where appropriate. The employee's review will apply toward determination of any merit increases to which the employee may be entitled in his or her regular position. The employee's anniversary date shall remain unchanged.
- iv. Union Dues: the employee will pay union dues to this bargaining unit and will have a right to representation by the union during the secondment.
- v. Grievance Procedure: the employee will have rights to the grievance procedure provided in this collective agreement. The grievance procedure will only apply to disputes relating to terms and conditions of the employee's secondment. The employee will have a right to representation by the union for these matters.
- vi. Seniority: the employee shall accumulate seniority in accordance with the collective agreement for the period of time they are seconded.
- vii. Travel Allowances and Other Expenses: Seconded employees' entitlement to reimbursement for expenses shall be determined by the Travel Policy (AD2801).
- viii. Duration: The Employer or the seconded employee may end the secondment prior to the identified termination date if written notice of (30) thirty calendar days is given to the affected parties. A copy of the notice shall be provided to the bargaining representative.

It is important to note that an employee leaving the bargaining unit for twelve (12) month will lose all seniority.

Dated this day of 14th December , 2021.

FOR THE EMPLOYER

Ernie Steeves

Bruce Fitch

Thomas Johansen

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FOR THE UNION

Shauna Morton

Gary Burris

Tracy Hookey

Martine Levesque

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## **JOINT COMMITTEE ON WORKLOAD ISSUES**

**Between**

**Board of Management**

**And**

**Canadian Union of Public Employees, Local 1418**

### **TERMS OF REFERENCE**

#### **INTRODUCTION:**

The members of CUPE 1418 have identified workload as a concern, and the parties recognize that workload is an important issue in the workplace. Therefore, the parties have agreed to establish a joint workload committee to identify, analyze and address the members' concerns.

#### **PURPOSE:**

- The purpose of the committee will be to:
  - Identify, evaluate, and analyze current workload data and measurables available.
  - Discuss possible solutions to any workload challenges identified and make recommendations to senior management on how to correct the matter.
  - Establish a reporting mechanism in order for regions/front line staff to voice workload concerns on an as needed basis and a process to address these concerns.
- Meetings will be held to discuss any issues related to workload in the various Departments. All CUPE 1418 classifications and workload issues shall be within the scope of the committee. This committee is not intended to replace Labour Management meetings, meetings on regional issues, Child Welfare Committee meetings, or collective agreement negotiations.

#### **MEETINGS:**

Meetings will be held quarterly in a central location or in another location within the province if mutually agreed by the parties.

#### **MEMBERSHIP**

- Both the Union and the Employer shall choose their respective representatives for each meeting of the Committee, up to a maximum of eight (8) representatives each. Only representatives from those departments affected by agenda items are to attend the meeting.
- The Committee shall consist of equal representation of both parties. Either party may waive this requirement on an individual meeting basis.

#### **PROTOCOL:**

- The Union and the Employer shall each have a respective chairperson that is to attend all meetings of this committee, or send a designate in their place.
- Both the Employer and the Union representatives shall have the opportunity to put forth agenda items.
- The chairpersons shall exchange an agenda two weeks prior to the scheduled meeting.
- At each meeting, action items will be recorded in the attached template.
- Action items must be completed and/or updated before the next meeting, or on an otherwise agreed timeline as agreed by the Committee members.

- Following each meeting, draft minutes will initially be sent to all members to verify before being approved at the next meeting. Approved minutes will be circulated to the members of the Committee.

This Committee shall be in place for the term of the collective agreement. By mutual agreement, the parties may agree to terminate the Joint Committee prior to the expiry of the collective agreement if its existence is no longer necessary.

**JOINT INTERPRETATION**  
**THE COLLECTIVE AGREEMENT**  
**BETWEEN**  
**TREASURY BOARD**  
**AND**

**REHABILITATION AND THERAPY, RECREATION AND CULTURE: (CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1418)**

**ARTICLE 21- LEAVE OF ABSENCE**

**JOINT INTERPRETATION OF ARTICLE 21.01 (Bereavement Leave)**

As the parties wish to clarify the language contained in article 21.01 (c), the parties hereby agree to the following:

- (a) The intent of this article is that an employee will also be granted bereavement leave for the death of an employee spouse's niece or nephew.

**For the Employer**

**For the Union**

Ernie Steeves  
For the Employer

Shauna Morton  
For the Union

Bruce Fitch  
For the Employer

Gary Burris  
For the Union

Date December 14, 2021

Date December 14, 2021



**JOINT INTERPRETATION**  
**THE COLLECTIVE AGREEMENT**  
**BETWEEN**

**TREASURY BOARD**

**AND**

**REHABILITATION AND THERAPY, RECREATION AND CULTURE: (CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1418)**

**ARTICLE 23- RETIREMENT AND PENSION PLAN**

**JOINT INTERPRETATION OF ARTICLE 23.04**

**23.04 Pre-retirement counselling program**

- a) The intention of this article is that the employee may participate in the employer approved pre-retirement counselling program at any point in their career, up to the maximum amount of sessions. This could include one session at the beginning of their career and one session at the end of their career.

**For the Employer**

**For the Union**

Ernie Steeves  
For the Employer

Shauna Morton  
For the Union

Bruce Fitch  
For the Employer

Gary Burris  
For the Union

Date December 14, 2021

Date December 14, 2021

**JOINT INTERPRETATION**

**THE COLLECTIVE AGREEMENT**

**BETWEEN**

**TREASURY BOARD**

**AND**

**REHABILITATION AND THERAPY, RECREATION AND CULTURE: (CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1418)**

**ARTICLE 12- SENIORITY**

**JOINT INTERPRETATION OF ARTICLE 12.01 (Seniority Defined)**

As the parties wish to clarify the language contained in article 12.01, the parties hereby agree to the following:

- (a) The intent of this article is that employee seniority will be calculated as of the date the individual is hired as an employee into the CUPE 1418 bargaining unit and not calculated as of the date which they began in the public service, or another bargaining unit.
- (b) As per article 12.07, an employee will lose their seniority if they are outside of the bargaining unit for more than twelve (12) months.
- (c) As per 12.03, when an employee has been employed on a casual or temporary basis for a continuous period of six (6) months or more, such employee shall have his/her seniority dated back to the date of hiring into CUPE 1418.

**For the Employer**

**For the Union**

Ernie Steeves  
For the Employer

Shauna Morton  
For the Union

Bruce Fitch  
For the Employer

Gary Burriss  
For the Union

Date December 14, 2021

Date December 14, 2021

**JOINT INTERPRETATION**  
**THE COLLECTIVE AGREEMENT**  
**BETWEEN**

**TREASURY BOARD**

**AND**

REHABILITATION AND THERAPY, RECREATION AND CULTURE: (CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1418)

**ARTICLE 19- SICK LEAVE**

JOINT INTERPRETATION OF ARTICLE 19.09

19.09 Advancement of Sick Leave

- a) The intention of this article is to allow employees to take an advancement of sick leave in an amount of their choice up to 15 days. The amount of days requested by the employee shall be granted by the employer.

**For the Employer**

**For the Union**

Ernie Steeves  
For the Employer

Shauna Morton  
For the Union

Bruce Fitch  
For the Employer

Gary Burris  
For the Union

Date December 14, 2021

Date December 14, 2021