

COLLECTIVE AGREEMENT

BETWEEN

TREASURY BOARD

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1840

GROUP: COURT STENOGRAPHERS

EXPIRES: September 30, 2021

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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 Treasury Board, called the "Employer".

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1840, called the "Union".

PREAMBLE

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

THE PARTIES AGREE:

ARTICLE 1 - DEFINITIONS - RULES OF INTERPRETATION:

1.01 "Union" shall mean the Canadian Union of Public Employees, Local 1840, which is the certified Bargaining Agent of the unit.

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

1.03 "Bargaining Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 044 PS 4f(2).

1.04 A. "Employee" shall mean a person employed within this Bargaining Unit who fills the definition of an employee under the *Public Service Labour Relations Act*.

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:

- (a) on a temporary basis to respond to a temporary increase in workload; or
- (b) on a temporary basis to replace an absent employee; and 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 Articles 16.01 and 16.02.

(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 Articles 16.01 and 16.02.

1.05 "Judicial District" means the districts that are identified in Schedule A of Regulation 83-120 under the *Judicature Act*, as amended from time to time. At the time of the signing of this agreement, the judicial districts are: Fredericton, Moncton, Saint John, Miramichi, Bathurst, Campbellton, Edmundston and Woodstock.

1.06 Throughout this Agreement, words importing the masculine or feminine gender shall apply interchangeably.

1.07 This Agreement does not by implication require either party to continue any past practices.

1.08 In this Agreement, words defined in the *Public Service Labour Relations Act* have the same meaning as that Act unless stated otherwise herein.

1.09 In this Agreement, words defined in the *Interpretation Act*, and not defined in the *Public Service Labour Relations Act*, have the same meaning as that Act unless stated otherwise herein.

ARTICLE 2 - RECOGNITION:

2.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 044 PS 4f(2) applies.

2.02 The parties hereto agree that the benefits, privileges, rights or obligations agreed to in this collective agreement are in lieu of the application of the *Employment Standards Act* as contemplated in S. 4(2) of the Act.

2.03 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 employment.

2.04 In the event that legislation alters the current dues deduction or remittance language as set out in the Collective Agreement or existing legislation, the Employer and the Union agree to meet to establish a process that will fulfill the new legislative requirements if such legislation is silent on the process.

ARTICLE 3 - PROVINCIAL SECURITY:

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

ARTICLE 4 - MANAGEMENT RIGHTS:

4.01 The Employer retains all the rights of management except as specifically limited by this Agreement.

ARTICLE 5 - UNION SECURITY:

5.01 The Employer will deduct, from all employees covered by Certification Order No. 044 PS 4f(2), union dues at a pre-determined percentage of "salary" as indicated in writing by the Union. Yet, it is understood that "salary" means the rate of pay received by an employee pursuant to Schedule "A" of the Collective Agreement. Such dues will be deducted on a monthly basis and be remitted to the designated official of the Union prior to the fifteenth of the month following the month in which the deductions were

made. The rate of deduction shall continue until such time as proper written notice is received by the Employer to change such rate. Deduction of union dues for new employees shall commence with the next scheduled pay in which dues are deducted by the Employer.

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

5.03 The amount deducted as Union dues for the year will be shown on the employees' T-4 slips.

5.04 The Employer shall advise the Union, on a monthly basis, of the names of any full-time and part-time employees in the bargaining unit whose employment has been terminated and also of the names of any newly hired full-time and part-time employees.

5.05 Secondments

Prior to an employee being seconded to a position into or out of the bargaining unit, the Employer and the Union shall attempt to enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority, grievance/adjudication process.

The seconded employee shall sign the Letter of Agreement to acknowledge that she understands and accepts the terms of the secondment.

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

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

The Employer will consider backfilling the seconded employee's position and if not backfilled the Employer will provide the reasons for its' decision to the union

ARTICLE 6 - CORRESPONDENCE:

6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the President or the Secretary of the Local Union and the Director of Labour Relations Services, Treasury Board, P.O. Box 6000, Fredericton, N.B. E3B 5H1.

Each party shall keep the other party informed of its address.

6.02 The Union will inform the Employer in writing of the names of members of the Provincial Executive, members of the Labour Management Committee and stewards with the work areas which each will normally represent within thirty (30) days of the signing of this Collective Agreement. Subsequent changes will be provided to the Employer within fourteen (14) days of any such change.

ARTICLE 7 - NO DISCRIMINATION:

7.01 The Employer and the Union agree that there shall be no discrimination, restraint, or coercion exercised or practiced upon any employee because of membership or activity in the Union or any of the prohibited grounds of discrimination as per the *Human Rights Act*, as amended from time to time.

At the time of signing of this agreement, the prohibited grounds are: race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, social condition, political belief or activity and sex.

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

7.03 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.

ARTICLE 8 - STRIKES AND LOCKOUTS:

8.01 There shall be no strikes, walkouts, lockouts, or other similar interruptions of work during the term of this Agreement.

ARTICLE 9 - LABOUR/MANAGEMENT COMMITTEE:

9.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of a Labour/Management Committee consisting of equal numbers of employee representatives and management staff.

9.02 The Committee shall act as a problem-solving body.

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

9.04 The Employer will grant time off work with pay to employees, who are members of the Labour/Management Committee to attend such Labour/Management Committee meetings.

ARTICLE 10 – COMPETITIONS AND APPOINTMENTS

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

10.02 Where there is a competition to fill a vacancy or anticipated vacancy in the bargaining unit, the Employer shall post notices of such competition either, in the buildings out of which the employees who may be eligible to enter the competition work or through an electronic format. Such notice shall be posted for ten (10) working days or until the competition closing date, whichever is greater.

ARTICLE 11 – PROBATIONARY EMPLOYEES

11.01 A regular or term employee appointed to the Civil Service shall be on probation from the date of appointment to the Civil Service for a minimum period of six (6) months immediately following the date of appointment. The probationary period may be extended by the Deputy Minister or his designate for two (2) further periods of three (3) months each but the total probationary period shall not exceed twelve (12) months from the date of appointment.

11.02 Subject to Section 23(4) of the *Civil Service Act*, during their initial probationary period, all regular and term employees in the bargaining unit shall benefit from all the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of suspension or dismissal during such probationary period.

ARTICLE 12 - GRIEVANCE PROCEDURE:

12.01 (a) Any dispute relating to the meaning, interpretation or application of this Agreement may be the subject matter of a written grievance by an employee; then such grievance shall be processed in the manner set forth herein.

(b) The Employer shall post the levels of grievances on the appropriate bulletin board(s) and shall provide a copy to the Secretary of the Local Union at the address provided for in Article 6 of this collective agreement.

12.02 The employee shall file an alleged grievance within ten (10) working days of an occurrence of event:

STEP	UNION'S SPOKESPERSON	APPEAL TIME (WORKING DAYS)	ANSWER TIME (WORKING DAYS)
1	Employee and the Union	10	10
2	Employee and the Union	10	10
3	Employee and the Union	10	15

(a) Grievances and answers must be in writing.

(b) Once the appeal time at any step begins to run, then, if the Union spokesperson appeals before it expires, the answer time at the step begins to run. Otherwise, when the appeal time expires, the answer given at the preceding step becomes final.

(c) Once the answer time begins to run at any step except the last, then if the Employer spokesperson answers before it expires, the appeal time at the next step begins to run.

(d) The parties may mutually agree to extend the time limits specified herein. Such extension shall be in writing.

(e) Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Three of the Grievance Procedure within twenty (20) days of the occurrence thereof. Should the matter not be settled, either party may refer its differences to adjudication pursuant to the *Public Service Labour Relations Act*.

(f) The grievance has been fully submitted when the answer time expires at the last step.

12.03 Where a grievance that may be presented by an employee to adjudication relates to the interpretation or application of a provision of a Collective Agreement or an arbitral award affecting her, the employee is not entitled to refer the grievance to adjudication unless it has been fully submitted pursuant to Article 12.02(f), and the Union 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.

12.04 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, benefit or privilege, the Adjudicator or Board of Adjudication shall have full power to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, or to vary penalty as the

Board may determine appropriate to finally settle the issue between the parties, provided that the Board does not add to, delete, modify or change any provisions in this Agreement. The Board may give retroactive effect to its decision. Such decision shall be final and binding on all parties.

12.05 Casual employees 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 conditions accorded to her under this collective agreement.

ARTICLE 13 - DISCIPLINARY ACTION:

13.01 Discipline shall mean any disciplinary action taken by the Employer against an employee which results in:

- (a) written reprimand;
- (b) suspension;
- (c) discharge;
- (d) financial penalty.

13.02 No employee who has completed her probationary period shall be disciplined except for just cause.

13.03 Where an employee is disciplined, the Employer shall within ten (10) days of the disciplinary action, notify the employee in writing by registered mail or by personal service. If the employee requests the reasons in writing for such discipline, she shall be advised in writing of the reasons, and a copy of the letter shall be forwarded to the Local.

13.04 (a) Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which she works during which time she shall continue to be paid. The Employer shall notify the employee of this action in writing and a copy of the letter shall be provided to the Union. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's personnel file.

(b) Whenever the Employer deems it necessary to discipline an employee, in a manner indicating that discharge may follow any repetition of the act complained of, or omission referred to, or if such employee fails to bring her work up to a required standard by a given date, the Employer shall within five (5) days thereafter give written particulars of such disciplinary action to the employee involved. The President of the Provincial Local will be informed of such disciplinary action.

13.05 Where an employee alleges that she has been disciplined in violation of clause 13.02, she may within ten (10) days of the date she was notified in writing or within twenty (20) days of the date of the disciplinary action, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement. For the purposes of a grievance alleging violation of clause 13.02 she shall lodge her grievance at the final level of the grievance procedure except in the case of reprimand in which case she shall lodge her grievance at the First Level.

13.06 Where it is determined that an employee has been disciplined in violation of Clause 13.02, that employee shall be immediately reinstated in her former position without loss of seniority or any other benefit which would have accrued to her if she had not been disciplined. One of the benefits which she shall not lose is her regular pay during the disciplinary period and it shall be paid to her at the end of the next complete pay period following her reinstatement. If such discipline consisted of a written reprimand, such letters shall be removed from the employee's personal file.

13.07 Nothing in this Article prevents the Employer from disciplining an employee for just cause without prior notice and with payment only up to and including the last day worked.

13.08 The employer agrees not to introduce as evidence in an adjudication hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware fourteen (14) working days prior to the time of said hearing.

13.09 A record of disciplinary action shall be removed from the file of an employee after the expiration of a period of eighteen (18) months after the disciplinary action has been taken, providing no other instance of a similar infraction in respect of the employee has been recorded during that period.

13.10 Upon request, an employee shall be given an opportunity to read and make a copy of any document in her personal file relating to disciplinary action taken against her. The Employee shall, if she so requests, be accompanied by a local representative if a local representative has previously been named for that work site.

13.11 Where a written reprimand is placed against the record of an employee, one (1) copy shall be initialed by the employee as the Employer's receipt and shall be placed in the employee's personal file and the original shall be given to the employee.

13.12 Where a meeting is to be held with an employee for the purpose of disciplining that employee as per Article 13.01, the employee shall be notified in advance so that she may have an opportunity to invite a Union representative to attend the meeting. It is understood that this article is not intended to cover issues such as evaluation discussions.

13.13 Articles 13.01 to 13.12 do not apply to casual employees with less than 6 continuous months of service. Given the temporary, sporadic nature of employment for casual employees, the Employer may terminate the employment without just cause at any time. 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 14 - SENIORITY:

14.01 (a) General seniority shall be the length of continuous service in the employ of the Public Service of the Province of New Brunswick.

(b) Departmental seniority shall be the length of continuous service as a court stenographer in the Department(s) covered by this collective agreement.

14.02 Departmental seniority shall not commence to accumulate until an employee shall have completed the probationary period. Upon completion of the probationary period departmental seniority of the employee shall date from the commencement of such period.

14.03 An employee who ceases to be on the payroll of the Employer shall not lose her seniority if:

(a) she is on approved leave of absence; or

(b) she is absent from work while drawing sick pay or Workers' Compensation Benefits.

14.04 Employees laid off not in excess of twelve (12) months shall retain their seniority accumulated to the date of layoff but do not accumulate seniority during the period of layoff.

14.05 A person shall be terminated and lose her seniority rights only if:

- (a) she resigns, and it is accepted in writing;
- (b) she is laid off in excess of twelve (12) working months;
- (c) an Adjudication Board so orders;
- (d) she has been discharged for just cause and is not reinstated;
- (e) she is absent without leave for a period in excess of five (5) working days without reasonable excuse; or

(f) when recalled as per Article 15.03, she fails to return to work within fourteen (14) calendar days after being notified by registered mail to her address on record 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 she is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights. It shall be the responsibility of the employee to keep the Employer informed of her current mailing address.

14.06 The Employer shall prepare a departmental seniority list of regular, temporary and term employees and shall make this list available to the employees in the Bargaining Unit and the Union during January of each year. The list of employees shall include the classification, status (part time or full time), geographic location, commencement date of employment in the New Brunswick Public Service and commencement date as a Court Stenographer in the Department (as covered in this agreement) and the accumulated seniority in terms of years and months.

A second seniority list, which will include home addresses, home phone number (if available), will be sent to the Union.

14.07 Casual seniority shall be the hours worked in casual employment, excluding overtime hours, within the Department since June 17, 2010. If there is a break in service of more than twelve (12) months, the seniority will be lost in accordance with Article 14.05 (b). The Employer shall prepare a departmental seniority list of casual employees and shall make this list available to the employees in the Bargaining Unit and the Union in January of each year. This list shall include the classification, status, geographic location, commencement date as a Court Stenographer in the Department and accumulated casual seniority hours.

A second seniority list, which will include home addresses, home phone number (if available), will be sent to the Union.

ARTICLE 15 - LAYOFF AND RECALL:

15.01 Both parties recognize that job security shall increase in proportion to length of service.

15.02 A layoff for the purpose of this agreement shall be defined as a termination of employment because of lack of work or because of the discontinuance of a function. In the event of a layoff and where qualifications and ability are equal, employees with less departmental seniority shall be laid off before employees with greater seniority. Casuals, temporary and term employees shall be terminated first before permanent employees are laid off.

15.03 Employees shall be recalled in the order of their departmental seniority provided the employee has the necessary qualifications and ability.

15.04 No new employees shall be hired until those laid off, within the last twelve (12) months, have been given an opportunity of recall.

15.05 Grievances concerning lay offs and recall shall be initiated at Step 3 of the grievance procedure.

15.06 The unit of operation for this article shall be the bargaining unit within the Department by the judicial district.

15.07 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 her position, she shall give the Employer one (1) month's notice of such resignation.

15.08 Continuation of Group 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.

15.09 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.

15.10 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 15.

ARTICLE 16 - HOURS OF WORK:

16.01 The normal workweek shall consist of five (5) consecutive days, from Monday to Friday inclusive.

16.02 (a) The normal hours of work in the normal workday of an employee shall not be more than seven and one-quarter (7 1/4) hours. The normal hours of work in a normal workweek for employees shall not be more than thirty-six and one-quarter (36 1/4) hours.

(b) Where an employee is unable, due to operational requirements, to take her one hour lunch break, she shall be compensated for the time worked during her lunch break in accordance with Article 18.02.

16.03 This Article is intended to define the regular hours of work where applicable, and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

16.04 An employee is entitled to two (2) fifteen (15) minute rest breaks each day where operational requirements permit, such breaks may be taken at a time chosen by the employee approximately mid-way through the shift.

ARTICLE 17 - REMUNERATION:

17.01 Employees shall be paid in accordance with the rates of pay contained in Schedule "A" of this Agreement.

17.02 Transcription of Legal Recordings

(a) An employee shall be eligible for payment of \$.40 per page for transcription of legal recordings for each page transcribed in excess of one thousand (1,000) pages within a one (1) year period. No payment will be made to an employee for one thousand (1,000) or less pages of transcription of legal recordings transcribed during a one (1) year period.

Any after-hours transcription work that is offered to employees in accordance with the *Court Attendance Policy and Procedure Manual*, shall be offered to regular and term employees only. If no regular or term employee accepts the work, it shall be offered to any qualified temporary or casual employees.

(b) The one (1) year period referred to in (a) above will commence July 1, 1982, except that for employees commencing employment as a Court Stenographer subsequent to that date, the one (1) year period will commence on the first of the month in which the employee commenced work as a Court Stenographer.

(c) For the purposes of this Article, page means approximately 23 lines on a 8.5"x11" page.

17.03 The employee shall enter court transcription reports into the Court Stenographer Activity Reporting (CSAR) program each week, or as directed by her supervisor.

17.04 Upon receipt of the necessary reports referred to in 17.03 the Employer shall endeavour to make payments as soon as practicably possible with respect to Article 17.02 (a) and (b), subsequent to the expiry of the one year period.

17.05 Acting Pay

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

(b) Acting pay shall be five (5) percent of the employee's current rate of pay or the minimum for the higher position, whichever is greater. An employee cannot be paid more than the maximum of the pay range for the position for which acting pay is being paid.

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

17.06 The Employer shall, prior to the anniversary date of an employee, review the work performance of the employee.

17.07 Progression through the salary range applicable to a position shall be effective on the first day of the bi-weekly pay period that includes the day on which an employee has completed one (1) year of employment at each step of the applicable pay range provided her work performance is satisfactory. A casual employee shall be eligible for a pay increment only after completion of each total annual hours of work normally worked by full-time employees.

17.08 When, as a result of a formal assessment of employee performance, an employee is judged to have been unsatisfactory, the employee concerned must be given an opportunity to sign the form in question to indicate that its contents have been read and understood. The employee's signature shall serve as evidence that the requirements and intent of this clause have been satisfied, and not as evidence that she agrees or disagrees with the assessment.

17.09 The Employer shall notify the employee, prior to the anniversary date, when the progression at each step of the applicable pay range is not granted. Such written notice shall contain the Employer's reasons for not granting the pay increment. In the event the employee does not receive notification by her anniversary date, she shall be entitled to automatically move to the next increment step in the pay range.

17.10 Where an employee is promoted to a higher classification, she shall move to the step of the salary range for the new position that will increase her salary at least five (5) percent, provided that such increase

does not exceed the maximum for the new position, or to the minimum for the new position, whichever is greater.

ARTICLE 18 - OTHER REMUNERATION:

18.01 Overtime

All hours worked in excess of normal hours as defined in Article 16 (Hours of Work) shall constitute overtime.

18.02 (a) The Employer will pay overtime at one and one-half times the employee's normal rate when it is preauthorized by the Employer.

(b) If time off in lieu of overtime is authorized then it shall be at the same rate as in 18.02 (a).

(c) When an employee requests time off in lieu of overtime, such time off shall be taken at a time mutually agreeable to the employee and management consistent with the effective operation of the service within thirty (30) calendar days of the date of which overtime was worked or at a later date mutually agreeable to the employee and management, otherwise the employee shall be paid for the overtime worked.

(d) An employee required to work on any of the holidays mentioned in article 21.01 (a), other than Christmas and Boxing Day, shall be paid for the time so worked at the applicable overtime rate, in addition to that day's pay which is at the regular rate. The employee will be paid a minimum of three (3) hours at the overtime rate.

(e) An employee required to work on Christmas and/or Boxing Day, shall be paid for the time so worked at double time the employee's regular rate of pay, in addition to that day's pay which is at the regular rate. The employee will be paid a minimum of three (3) hours at double time.

18.03 The Employer will continue to pay overtime in accordance with Article 18.02 to casuals with less than six (6) continuous months service for hours worked in excess of thirty-six and one-quarter (36.25).

18.04 Call Out

An employee who is called in from home and required to work outside her regular working hours shall be paid for a minimum of three (3) hours at the overtime rate.

18.05 Standby

Employees placed on standby shall receive \$20.00 per each day they are placed on standby. This shall be paid even if the employee is called out to work. For Christmas and Boxing Day the standby rate shall be \$30.00.

18.06 Remand Court on Weekends and Statutory Holidays

The scheduling of court stenographers for remand court on weekends and statutory holidays shall be based on operational requirements and departmental seniority within the judicial district as follows:

a) In April and October of each year, court stenographers will be given the opportunity to volunteer for available remand shifts, from May to October and November to April respectively, within their respective judicial districts.

b) Court stenographers will indicate their preferred shifts in order of priority. Available remand shifts will be distributed to those qualified court stenographers who have volunteered. Preferences will be considered on a rotational basis by departmental seniority.

c) There will be two (2) court stenographers per shift assigned to work remand court at any one time.

d) If there are no volunteers available for required shifts, the Employer shall assign the shifts in reverse order of seniority by rotation to qualified court stenographers as required within the judicial district.

e) If there are any changes to the remand schedule after the roster has been established, the shifts shall be offered to qualified court stenographers who have volunteered as per Article 18.06 (b). If there are no volunteers available, the Employer shall assign the shifts in reverse order of seniority by rotation to qualified court stenographers as required within the judicial district.

f) Court stenographers shall be paid a minimum of three (3) hours at the overtime rate or shall take time off in lieu at the overtime rate.

g) If a court stenographer who is scheduled to work a remand shift and is unable to attend due to illness or other circumstances beyond her control, the Employer will make every reasonable effort to replace the court stenographer as per Article 18.06(b) and (d). In the event a replacement cannot be found, the court stenographer on duty will be paid a minimum of six (6) hours at the overtime rate or shall take time off in lieu at the overtime rate.

h) Weekend remand/Statutory holiday remand court shall begin at 8:30 a.m each day.

i) Where court stenographers are scheduled on any of the holidays mentioned in Article 21.01(a) other than Christmas and Boxing Day, they shall be paid a minimum of three (3) hours at the overtime rate, or take time off in lieu at the overtime rate, in addition to that day's pay which is at the regular rate. If a court stenographer works such a shift alone she shall be paid a minimum of six (6) hours at the overtime rate or take time off in lieu at the overtime rate, in addition to that day's pay which is at the regular rate.

j) Where court stenographers are scheduled on Christmas and/or Boxing Day, they shall be paid a minimum of three (3) hours at double time, or take time off in lieu at double time, in addition to that day's pay at the regular rate. If a court stenographer works such a shift alone she shall be paid a minimum of six (6) hours at the double time or take time off in lieu at double time, in addition to that day's pay which is at the regular rate.

k) Court stenographers scheduled to attend remand court shall receive \$20.00 per day for each day they work. For Christmas and Boxing Day the rate shall be \$30.00. However, if a schedule change is made by the Employer as per Article 18.06(e), the originally scheduled court stenographers will receive the \$20 or \$30 per day, as the case may be, if the change is made within two (2) weeks of the scheduled shift.

l) Article 18.05 of the Collective Agreement does not apply to court stenographers required to attend remand court.

m) Articles 18.06 a) to l) shall apply to regular, temporary and term court stenographers only. Casual court stenographers, provided they have the qualifications, may be offered remand shifts if there are no regular, temporary or term court stenographers available in the judicial district.

ARTICLE 19 - RETIREMENT ALLOWANCE:

19.01 (a) When an employee having continuous service of five (5) years or more dies, or retires due to disability or age, or is laid off for twelve (12) months, the Employer shall pay such an employee or estate a

retirement allowance equal to five (5) days' pay for each full year of seniority, but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay.

(b) When an employee dies, or retires due to disability or age the retirement allowance shall be paid in a lump sum upon retirement or at the employee's written request, the lump sum payment can be deferred to the year following her retirement.

19.02 Pursuant to 19.01, an employee who retires is one who is eligible to receive an immediate pension and retires in accordance with the provisions of the New Brunswick Public Service Pension Plan at age fifty-five (55) or later.

19.03 Pre-Retirement Leave Plan

- (a) (i) At the employee's option pre-retirement leave may be taken, at a ratio of one (1) day's leave for one (1) day's retirement allowance credit, in lieu of cash payment for such allowance credit on retirement.
- (ii) Employees are eligible to take up to the maximum number of days pre-retirement leave in each year prior to retirement as outlined in Schedule B.

(b) Requests to use pre-retirement leave must be submitted to the employee's supervisor twice as many working days in advance of the date for commencement of leave, as the number of days pre-retirement leave is being requested.

(c) Any retirement allowance credits not used as leave as per Schedule B, in the year in which they could have been, may be carried over for use as leave in the next year.

(d) At the discretion of the Employer, an employee who had not opted into the Pre Retirement Leave Plan may be granted, on request, the total of the eligible retirement allowance credits as leave immediately prior to her retirement from the New Brunswick Public Service.

(e) Retirement allowance credits not used as leave at the date of retirement will be paid in cash.

(f) Regular benefit accumulation and payroll deductions shall continue while on pre retirement leave.

19.04 Pre-Retirement Counselling Program

During the ten (10) years prior to her anticipated retirement, 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 one session of such a program within the Province of New Brunswick. Should there be any changes to the current pension plan thereafter, an employee who has already participated in a session, shall be permitted to participate in another approved pre-retirement counselling program.

ARTICLE 20 - TRAVEL POLICY:

20.01 The provisions of the Travel Policy in force from time to time shall apply to the employees in the Bargaining Unit.

ARTICLE 21 - HOLIDAYS:

21.01 (a) Subject to subsection 21.02 the holidays for employees shall be:

New Year's Day;
Family Day
Good Friday;
Easter Monday;
the day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
Canada Day;
New Brunswick Day;
Labour Day;
the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
Remembrance Day;
Christmas Day;
Boxing Day
any other day duly observed as a Provincial or National holiday.

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

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

21.02 To be eligible for pay for one of said paid holidays, an employee must have worked the working day before and the working day after each of said holiday, unless the employee was on authorized leave with pay.

21.03 Notwithstanding Article 21.01(a), a casual employee employed for a period of less than six (6) continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

The seven (7) public holidays defined in accordance with the *Employment Standards Act* are New Year's 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 and any other day duly observed as a Provincial or National holiday.

ARTICLE 22 - VACATIONS:

22.01 For each calendar month for which the employee receives pay for at least ten (10) days worked, an employee shall earn vacation leave credits at the following rates:

- (a) 1 1/4 days per month for employees with less than eight (8) years service.
- (b) 1 2/3 days per month for employees with eight (8) or more but less than twenty (20) years service.
- (c) 2 1/12 days per month for employees with twenty (20) or more years of service.

22.02 Subject to Article 22.07, employees in the bargaining unit are required to take earned vacation before December 31 of each calendar year.

22.03 Vacation schedules shall be pre-approved by the Employer.

22.04 An employee who becomes hospitalized while on annual vacation or who becomes ill for a period in excess of three days may use sick leave credits rather than lose a portion of her vacation. In such cases where sick leave is claimed, a doctor's certificate must be submitted to the Employer immediately upon return to work and the Employer must be notified at time of illness.

22.05 If one of the holidays referred to in Article 21 (Holidays) falls on or is observed on a regular working day during an employee's vacation, she shall be granted an additional day's vacation.

22.06 Vacation shall be taken at a time authorized by the Employer; however, preference in vacation schedules shall be given to those regular, temporary and term employees with greater departmental seniority. Employees shall indicate their vacation preference to their Supervisor prior to April 15 of each year. The vacation schedule shall be posted by the Employer May 15 of each year. The vacation year shall be from January 1st to December 31st of each year.

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

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

The vacation schedule shall be posted by the Employer December 1st and May 1st of each year. The vacation year shall be from January 1st to December 31st of each year.

The article does not apply to vacation carried forward as per Article 22.07

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

(b) Where the employee's vacation has not been used up in one year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may be previously earned and not taken.

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

22.09 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*.

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

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

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

ARTICLE 23 - SICK LEAVE:

23.01 (a) Employees in the bargaining unit shall accumulate sick leave credits at the rate of one and $\frac{1}{4}$ and one-quarter days per month for each calendar month for which he receives at least ten (10) days' pay up to a maximum credit of two hundred and forty days (240), commencing from date of employment.

(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*.

23.02 (a) An employee who is absent from work on account of sickness must notify her respective office and her Supervisor, at no cost to the employee, no later than 8:30 a.m. Immediately upon return to work, the employee must submit a completed request for sick leave form.

(b) A deduction shall be made from the 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 ($\frac{1}{4}$) day increments. Absence on sick leave for less than one-quarter ($\frac{1}{4}$) day may be deducted as one-quarter ($\frac{1}{4}$) day; absence for more than one-quarter ($\frac{1}{4}$) but less than one-half ($\frac{1}{2}$) day may be deducted as one-half ($\frac{1}{2}$) day; absence of more than one-half ($\frac{1}{2}$) day but less than three-quarter ($\frac{3}{4}$) day; may be deducted as three-quarter ($\frac{3}{4}$) day; absence of more than three-quarter ($\frac{3}{4}$) day but less than one (1) full day may be deducted as one (1) full day.

23.03 (a) After more than three (3) consecutive working days lost time due to sickness a doctor's certificate shall be submitted by the employee if requested by the Employer during the illness.

(b) Where the Employer has reason to believe that an individual employee is abusing sick leave privileges, the deputy head or his designate may;

- (i) require that an employee shall produce a doctor's certificate for each period for which sick leave is claimed;
- (ii) notify the employee in advance that a doctor's certificate will be required for any sick leave taken within any specified period of up to twelve (12) months.

(c) If a doctor's certificate is not produced as requested, time absent from work shall be deducted from the employee's wages.

23.04 (a) Where an employee has exhausted her sick leave credits, a deputy head may grant to that employee special sick leave with pay for a period not exceeding fifteen (15) days. Such advance of sick leave shall be deducted from sick leave credits subsequently earned.

(b) Where the employment of an employee who has been granted advanced sick leave in accordance with clause 23.04 (a) is terminated for any reason, the employee shall compensate the Employer for any such leave granted to her that remains unearned at the time of termination of employment calculated on the basis of the employee's rate of remuneration at the time she ceased to be an employee.

23.05 Dental and Medical Leave

Leave of absence with pay may be granted for medical or dental appointments which cannot be arranged outside of normal working hours. Such permission shall not be unreasonably withheld or unreasonably requested. An appointment confirmation in writing may be requested by the Employer.

ARTICLE 24 - EDUCATIONAL LEAVE:

24.01 The provisions of the educational policies in force from time to time shall apply to all employees.

ARTICLE 25 - SHOP STEWARD AND THE UNION:

25.01 It is understood that the five (5) Shop Stewards and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, the Shop Stewards will not leave their jobs without giving an explanation for leaving and obtaining the supervisor's permission.

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

ARTICLE 26 - CONTRACT NEGOTIATIONS:

26.01 Leave of absence shall be granted to employees for attending negotiating sessions with the employer. The number granted leave shall be limited to three (3) persons. No employee shall lose salary or benefits under this article; however, the union shall reimburse the Employer, upon presentation of invoice.

ARTICLE 27 - LEAVES OF ABSENCE:

27.01 Bereavement Leave

(a) Upon application, an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 27.01 (e).

(b) Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 27.01 (e).

(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 pay, for a maximum of two (2) calendar days one of which must be the date of the funeral.

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

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

27.02 Other 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 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.

c) 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 *New Brunswick Employment Standards Act* as amended from time to time.

d) Domestic, Intimate Partner and Sexual Violence Leave

Employees in the bargaining unit shall have the right to apply for Domestic violence leave, Intimate partner violence leave or Sexual violence leave subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.

e) Storm Leave

Subject to Article 27.02 c) (i), if an employee makes every reasonable effort to report on time for her regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, and the workplace is not closed, all time missed must be made up by the application of vacation credits, accumulated overtime, or a reduction in pay; or where operational requirements permit, at a time approved by the employer.

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

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

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

27.03 Maternity Leave

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

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

27.05 Duration of Leave – Maternity leave shall commence no earlier than thirteen (13) weeks before the anticipated delivery date. The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties. A medical certificate may be required. Maternity leave shall expire not later than seventeen (17) weeks after the delivery date. The maximum length of maternity leave shall be seventeen (17) weeks.

27.06 Returning to Work – An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location (city, town or village) at a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave. If the employee’s previously held position has been affected by lay-off, the provisions of Article 15 shall apply.

27.07 Supplementary Unemployment 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 leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

27.08 In respect of the period of maternity leave, maternity leave allowance payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

(a) where an employee is subject to a waiting period before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the employee’s regular rate of pay for the waiting period less any other monies earned during this period; and

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

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

27.10 An applicant under article 27.07 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.

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

27.12 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in article 27.05.

27.13 During the period of up to seventeen (17) weeks only specified in 27.05 hereof:

(a) an employee continues to earn seniority and continuous service credits. An employee maintains but does not accrue sick leave or vacation leave credits. Periods of less than one (1) month shall not be counted in this calculation.

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

27.14 An employee granted extended maternity leave pursuant to article 27.12 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer

during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

27.15 When an employee on maternity leave wishes to return earlier than provided for under 27.05, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

27.16 Subject to article 27.12, an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

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

27.18 Child Care Leave:

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

(b) The sixty-two (62) weeks child care leave referred to in 27.18 (a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

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

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

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

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

(g) An employee returning to work from child care leave shall be placed in her previously held classification at her work location (city, town or village) at a rate of pay that is equivalent or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave. If the employee's previously held position has been affected by lay-off, the provisions of Article 15 shall apply.

(h) During the period of child care leave up to sixty-two (62) weeks only specified in article 27.18 (a) thereto:

1. an employee continues to earn seniority and continuous service credits based on what her regular hours of work would have been;
2. when an employee participates in group insurance plans of the Employer, such employee may, if permissible under the relevant plan, continue contributions including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

3. an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which she is absent on child care leave for more than one-half (1/2) of the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in article 27.18 (a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave period. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

27.19 Subject to article 27.18 (i) above, an employee on child care leave who does not return to work at the expiry of such leave shall be considered to have resigned his/her position.

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

27.21 Witness

The Employer shall grant leave of absence to an employee who is subpoenaed as a witness before a Court of Justice, a Court of Inquiry, a Coroner's Inquest. Such employee shall be paid the difference between her regular pay and the amount received as a witness, excluding traveling, meals, and other expenses, upon presentation of documentation supporting the witness appearance.

27.22 Examination Leave

If an employee is required by the Employer to write examinations to improve her qualifications or position within the Bargaining Unit, such employee shall not suffer any loss of pay or seniority in order to write such examinations held during the employee's working hours.

27.23 (a) Injured on Duty

An employee while receiving Workers' Compensation benefits other than disability pension under the *Workers' Compensation Act* shall suffer no loss in pay provided the employee reimburses the Employer for the amount received from the Workplace Health, Safety and Compensation Commission. The absence of an employee who is receiving Workers' Compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's sick leave or vacation credits.

(b) Employees who are receiving compensation benefits under the *Workers' Compensation Act* shall earn vacation and sick leave credits in accordance with Articles 22.00 and 23.00. However, notwithstanding article 22.01 and 23.01 accumulation of vacation and sick leave credits will be limited to the number of days that would have accrued for one (1) year of service.

27.24 Leave of Absence for Union Business

At the written request of the Union, the Employer shall grant leave of absence without pay, although seniority will continue to accumulate, for no more than four (4) employees from different court sites at the same time, designated by the Union, for the purpose of attending to Union business. Such leave must have been requested at least two (2) weeks prior to the proposed leave.

27.25 A full-time employee who is elected or selected for a full-time position with the Union, or any body with which the union is affiliated, shall be granted leave of absence without pay by the Employer, for a period of up to two (2) years. The employee will make such application as soon as reasonably possible

after the employee's election, and in no case later than one (1) month in advance of the effective date of the commencement of the leave.

Such leave shall be reapplied for by the employee for each subsequent year, at a minimum one (1) month before the termination of the existing leave.

The employee shall retain seniority earned up to the date of the leave but will not accumulate seniority during the leave period and the period of leave will not count as service.

27.26 The employer shall grant a Union Officer or designate up to a maximum of thirty (30) minutes without loss of pay, to meet with new employees to introduce them to the union in person or by using the government's phone or Link system. The meeting will occur when operational requirements permit, as determined by the Employer.

27.27 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* only.

ARTICLE 28 - COPIES OF AGREEMENT:

28.01 The Employer shall make the Agreement available electronically in both official languages to all members of the Union on the Employer's public/internal sites within 30 days after the execution of the Agreement. Employees shall be permitted to print one copy of the Collective Agreement at work.

28.02 The Employer shall be responsible for the translation of the Collective Agreement.

28.03 Both English and French versions of this Agreement shall be official. However, where a difference of interpretation arises, the language used to negotiate the collective agreement will prevail.

ARTICLE 29 - EMPLOYEE BENEFITS AND PORTABILITY

29.01 Health Plan

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the Province of New Brunswick Employee Health Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premiums of the Plan when so authorized by the employee.

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

29.02 Dental Plan

The Employer shall pay fifty percent (50%) of the cost of a basic Province of New Brunswick Employee Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis, however once employees elect to join in the Plan they must, as a condition of the Plan remain a member for at least two (2) years. Upon implementation, the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

29.03 Group Life Insurance

The Employer shall continue to participate in the existing Group Life Insurance Plan in force for employees on the same basis as at present.

29.04 Where an employee is absent on leave without pay or suspension from duty without pay, the employee is responsible for the full cost of the Health and Dental Plan and Group Life Insurance premiums for each full calendar month of absence.

29.05 Long Term Disability

The Employer shall make available to eligible employees the “Long Term Disability Plan for Employees of New Brunswick”. Eligibility shall be governed by the rules of the plan. Premiums will be paid by the employee through payroll deduction. This coverage is compulsory for employees in this group hired on or after November 1, 1985.

29.06 Casual employees who meet the eligibility criteria for the insured benefit programs are entitled to 29.01, 29.02 and 29.03. As well, employees who have been terminated and subsequently re-hired within six (6) months of termination, who meet the eligibility criteria, are eligible for the reinstatement of their coverage immediately upon return to work.

ARTICAL 30 - PORTABILITY

(a) A regular 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.

(b) 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, Department of Human Resources.

(c) If a regular 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;
- (iv) Sick leave credits accumulated from his previous Employer up to a maximum of 240 days.

ARTICLE 31 – SAFETY AND HEALTH:

31.01 The parties agree that the provisions of the *Occupational Health and Safety Act* apply to this bargaining unit.

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

31.03 “Violence” in a place of employment shall be defined as per the *Occupational Health and Safety Act*, as amended from time to time. There shall be zero tolerance for violence in the workplace.

The Parties agree to abide by the *Occupational Health and Safety Act* with respect to Violence in the workplace

ARTICLE 32 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:

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

ARTICLE 33 - TECHNOLOGICAL CHANGE:

33.01 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 major changes in working conditions of employees.

33.02 Introduction

Both parties recognize the overall advantages of technological change. 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.

33.03 Notice

The Employer will, except for unexpected developments, give the Union written notice of technological change, which includes as much relative information as possible concerning approximate number of employees and location affected by such technological change, at least three (3) months prior to the date the change is to be implemented. During this period, either party may request a meeting to discuss the introduction of such technological change and the effect upon the employees.

33.04 Training

If as a result of a change in technology the Employer requires an employee to undertake additional training, this training will be provided to the employee in accordance with the Province of New Brunswick's Language of Work Policy. Such training shall be given during the hours of work whenever possible. Training due to technological change shall be at the Employer's expense. Time spent in training shall be without loss of pay to the employee.

Where training is not practicable; or

When after a reasonable period of training the employee is unable to acquire sufficient competence;

or

When the employee's position becomes redundant and alternate employment is not available;

The affected employee shall be laid off in accordance with the layoff provisions of this Agreement.

33.05 It is agreed by the parties that the benefits, privileges, rights, or obligations contained in this article are in lieu of the application of section 64.1 (1) and (2) as provided in subsection 64.1 of the *Public Service Labour Relations Act*.

ARTICLE 34 - PART-TIME EMPLOYEE PROVISIONS:

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

- (i) Seniority
 - (ii) Vacation credits
 - (iii) Sick leave credits
 - (iv) Service credits for retirement allowance.
- (b) All other leaves are applicable on a pro-rated basis.

Notwithstanding Article 21, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

Notwithstanding Article 17.06, a part-time employee shall be eligible for a pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

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

ARTICLE 35 - RETROACTIVITY:

35.01 The rates of pay, subject to 35.02, 35.03 and 35.04 are retroactive to October 1, 2016. Other changes, unless otherwise stated in the agreement, shall be effective on the signing date of this agreement.

35.02 All employees active on the signing date of this agreement shall be entitled to retroactive pay adjustment on the basis of straight time for all hours worked, notwithstanding the provisions of Article 18.

35.03 Employees who had six (6) continuous months or more of service with the Employer, who were not active on the signing date of this agreement and who have left the service of the Employer since October 1, 2016, and before the signing of this agreement shall be entitled to retroactive wages as in 35.02, where such former employees make claim by notice in writing to the former employing department within forty-five (45) days of the signing of this Agreement.

35.04 Former employees discharged for cause and those former employees who do not apply within forty-five (45) days of the signing date of this agreement are not entitled to retroactivity.

ARTICLE 36 - DURATION AND TERMINATION:

36.01 This agreement shall be effective the date of signing, except where otherwise provided, and shall be in effect until September 30, 2021.

36.02 This is the sole agreement between the parties. By mutual consent of the parties, this agreement may be amended during the term of this agreement. This agreement and any such amendment thereof shall remain in full force until such time as a new Collective Agreement is signed by the parties, or, until such time as a deadlock is declared pursuant to the *Public Service Labour Relations Act*.

IN WITNESS WHEREOF, the parties have signed this ___14___ day of December, 2021.

FOR THE UNION:

___Patricia Brewer_____

___Lorraine Urquhart_____

FOR THE EMPLOYER:

_Ernie Steeves_____

_Hugh J. A. (Ted) Flemming

___Jean-Yves Bernard_____

SCHEDULE "A"
COURT STENOGRAPHERS
BI-WEEKLY RATES

	A	B	C	D	E
Effective October 1, 2016	1777.98	1868.44	1951.70	2033.88	2119.54
Effective October 1, 2017	1831.66	1923.93	2008.86	2092.68	2180.06
Effective October 1, 2018	1886.42	1980.53	2067.16	2152.66	2241.79
Effective October 1, 2019	1942.27	2038.27	2126.63	2213.84	2304.75
Effective October 1, 2020	1999.24	2097.16	2187.29	2276.24	2368.97

SCHEDULE "B"

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**

NO. DAYS ENTITLEMENT AT RETIREMENT	NUMBER OF YEARS PRIOR TO RETIREMENT				
	5	4	3	2	1
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

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the “Employer”)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1840 (the “Union”)

Re: *Pay Equity Act, 2009* – Maintenance of Pay Equity for Court Stenographers

Whereas the *Pay Equity Act, 2009* (the “Act”) was proclaimed on April 1, 2010; and

Whereas the purpose of the *Act* is to implement pay equity within the Public Service; and

Whereas the Employer and Court Stenographers concluded in 2015 a joint pay equity study using a non-discriminatory job evaluation system which identified a gender-based pay gap; and

Whereas the Employer subsequently approved the expenditures required to eliminate the pay gap with wage adjustments effective retroactively to 2012; and

Whereas the Employer recognizes its duty to perform the maintenance of pay equity in accordance with sections 24 to 27 of the *Act* and its Regulations; and

Whereas a pay equity maintenance exercise pursuant to the Act has not yet been performed within the New Brunswick Public Service; and

Whereas the parties have a mutual interest in ensuring that maintenance be conducted in a manner that respects the *Act*;

Therefore, the parties agree:

1. To seek guidance from the Women’s Equality Branch at the Executive Council Office, as the agency responsible for the *Act*, with regard to when and how the maintenance of pay equity for Court Stenographers should begin and be conducted; and
2. That each party will be responsible for its own representatives' expenses including wages, travel and accommodation during the maintenance process. The employer will provide the space for meetings.

Dated at Fredericton this 14 day of December 2021.

FOR THE UNION:

Patricia Brewer

Lorraine Urquhart

FOR THE EMPLOYER:

Ernie Steeves

Hugh J. A. (Ted) Flemming

Jean-Yves Bernard
