

**AGREEMENT**

**BETWEEN**

**TREASURY BOARD**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1251**

**GROUP: INSTITUTIONAL SERVICES AND CARE**

**EXPIRATION DATE: JUNE 15, 2022**

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THIS AGREEMENT made this 14 day of December, 2021.

BETWEEN: THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS NEW BRUNSWICK COUNCIL OF PROVINCIAL INSTITUTIONAL UNIONS (LOCAL 1251), hereinafter referred to as the "Union", party to the first part;

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK, as represented by Treasury Board, hereinafter called the "Employer", party to 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 - RECOGNITION AND NEGOTIATIONS:**

1.01 **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 Numbers 005 PS 5a and 006 PS 5b applies.

1.02 **No Other Agreements** - 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 without approval of the union.

1.03 **Future Legislation** - In the event that any law passed by the Legislature of the Province, applying to individuals 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*.

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

1.05 The parties agree that the benefits covered under Article 17 (Holidays) and Article 18 (Vacation), in the body of the Collective Agreement and in the Compressed Work Week addendum, have been agreed to in lieu of the provisions in these areas under the *Employment Standards Act*.

**ARTICLE 2 - MANAGEMENT RIGHTS:**

2.01 **Management Rights** - All the functions, rights, powers and authority which the Employer has not abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

**ARTICLE 3 - NO DISCRIMINATION/NO HARRASSMENT:**

3.01 (a) **No Discrimination** - The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to the Union, the employees, the Employer and its Agents. Both parties recognize that the *Human Rights Act* applies to this Agreement.

(b) **No Harassment** - The parties recognize the right of employees to work in an environment free from harassment, abuse of authority and bullying and agree that harassment, abuse of authority and bullying will not be tolerated in the workplace and will be subject to the Workplace Harassment Policy AD-2913 as amended from time to time.

**ARTICLE 4 - CHECK-OFF OF UNION DUES:**

4.01 (a) The Employer shall deduct from the wages due to every employee covered by this Collective Agreement an amount equal to the dues of the Union.

(b) The Employer shall deduct from the wages of employees covered by this Collective Agreement such dues arrears as may be requested by the Union provided that such arrears shall not exceed six (6) months dues.

(c) The Employer shall provide the Secretary Treasurer of the Union a list of all employees from whose wages the deductions have been made as well as indicating their classification, employee status, address and number of hours worked to the following address:

The Secretary-Treasurer  
Canadian Union of Public Employees  
Local 1251  
208 Lancaster Avenue  
Saint John West, N.B.  
E2M 2K9

4.02 **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 union dues. The amount so advised shall continue to be the amount 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 on from time to time.

4.03 **Contribution towards Union Expenses** - The sums deducted under this Article shall be accepted by the Union as the Union 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 to the Union.

4.04 (a) **Deductions to be Remitted** - The sums deducted pursuant to this Article shall be remitted to the below noted address of the Union accompanied by a list of the names and work locations of those 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 any address changes.

Canadian Union of Public Employees  
1375 St Laurent Boulevard  
Ottawa, Ontario  
K2P 0W6

(b) The Employer shall indicate on each employee's T-4 Slip the amount of union dues deducted from the employee during the previous year.

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

4.06 (a) **The Employer and the Union Shall Acquaint New Employees** - The parties agree to co-operate and acquaint new employees with the conditions of employment set out in this Article and to provide each new employee with a copy of the Collective Agreement.

(b) The Employer shall during documentation of new employees provide each new employee with appropriate information about the bargaining agent as provided by the bargaining agent.

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

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

**ARTICLE 5 - CORRESPONDENCE:**

5.01 The official addresses of the Employer and the Union are:

TO THE EMPLOYER:

Executive Director, Employee Relations  
Office of the Chief Human Resources Officer  
Treasury Board  
P.O. Box 6000  
Fredericton, N.B.  
E3B 5H1

TO THE UNION:

The Secretary-Treasurer  
Canadian Union of Public Employees  
Local 1251  
208 Lancaster Ave.  
Saint John West, N.B.  
E2M 2K9

**ARTICLE 6 - LABOUR/MANAGEMENT COMMITTEES:**

6.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree that Labour/Management Committees shall be employed as a forum for meaningful consultation concerning; the interpretation and application of this agreement, any contemplated changes in conditions not governed by this agreement, and/or any other matters of mutual interest.

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

6.03 Local Labour/Management committees consisting of an equal number of employees and management staff from that Institution, Department and/or other location shall be established if requested by either of the parties concerned. Where established, the Local Labour/Management committee shall meet at least once every two (2) months.

6.04 A Provincial Labour/Management committee shall be established, if requested by either parties concerned. Where established, the Provincial Labour/Management committee shall meet at least once every three (3) months.

6.05 Terms of reference and procedures shall be developed by each Labour/Management Committee established in accordance with Article 6.03 and 6.04.

6.06 The Employer shall grant time off work with pay to employees, who are members of Labour/Management committees, to meet with the Employer in accordance with Articles 6.03 and 6.04.

## ARTICLE 7 - GRIEVANCE PROCEDURE:

7.01 **Union Executive and Representation** - The Union will inform the Employer in writing of the names of its accredited representatives, within thirty (30) days of the signing of this agreement. Subsequent changes will also be given to the Employer.

7.02 **Responsible Employer Representative** - The Employer shall post the name of the person responsible for each step of the grievance procedure in a location accessible to members of the bargaining unit. The Employer shall update this information in a timely fashion as needed.

7.03 **Grievance Presentation** - It is understood that the union representatives 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, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission. Permission will not be unreasonably withheld.

7.04 **Employer Premises** - An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance, provided that permission of the Employer's representative is first obtained. Such permission shall not be unreasonably withheld.

7.05 **Informal Discussion** - The parties recognize that many issues can be effectively settled through informal discussion and mutual understanding. Therefore, the employee and the Supervisor are urged to discuss such issues. If the employee so wishes, he shall be accompanied by his union representative. The Supervisor shall render a decision within twenty-four (24) hours or longer if mutually agreed. Such agreement shall not be unreasonably withheld. Any mutual agreement to extend beyond twenty-four hours shall be acknowledged in writing. If the employee or union so requests, any outcome stemming from the informal discussion shall be acknowledged by the supervisor in writing. This procedure does not prejudice the presentation of a grievance as provided for under Article 7.07.

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

- (a) the interpretation or alleged violation of any Clause in this Agreement;
- (b) disciplinary action resulting in dismissal, suspension, or a financial penalty;
- (c) the interpretation or application of a provision of a statute, or a regulation, bylaw, 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 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.

7.07 (a) **Settling of Grievance** - Where an employee alleges that he has a grievance as outlined under 7.06 above and where the employee has the written consent of the Union or its delegates, the following procedure shall apply.

(b) Within the time limits prescribed in each of the following steps the employee may present his grievance in writing, at each step, by either personal service or registered mail to his immediate Supervisor or to a person designated by the Employer.

STEP ONE: Within twenty (20) calendar days after the grievance has arisen the employee may present his grievance on the approved grievance form, and either party may request a meeting to discuss the grievance. If the employee does not receive a reply or a satisfactory settlement within fifteen (15) calendar days from the date on which he presented his grievance he may proceed to Step Two.

STEP TWO: (where such a level is established) Within fifteen (15) calendar days from the expiration of the fifteen (15) calendar-day period referred to in Step One, the employee may proceed with his grievance by completing a grievance transmittal form, and either party may request a meeting to discuss the grievance. If the employee does not receive a reply or satisfactory settlement within fifteen (15) calendar days from the date on which he presented his grievance at Step Two he may proceed to Step Three.

STEP THREE: Within fifteen (15) calendar days from the expiration of the fifteen (15) calendar day period referred to in the previous level, the employee may proceed with his grievance by completing a grievance transmittal form, and either party may request a meeting to discuss the grievance. The Deputy Head or Chief Executive Officer shall reply in writing within fifteen (15) calendar days from the date the grievance was presented to him. If the employee does not receive a reply or satisfactory settlement of the grievance from the Deputy Head or Chief Executive Officer within fifteen (15) calendar days from the date the grievance was presented to him at Step Three the employee may within twenty (20) calendar days from the date on which he should have received a satisfactory reply at Step Three refer his grievance to adjudication as provided in Article 8 hereof. While awaiting the adjudication, the Employer and the Union will consider mediation to resolve the grievance.

(c) Any level in the grievance procedure shall be waived where the person to whom the grievance is to be presented is the subject of the grievance.

<u>GRIEVANCE PROCEDURE LEVEL</u>	<u>EMPLOYEE'S TIME TO PRESENT GRIEVANCE - WITHIN</u>	<u>PRESENT GRIEVANCE TO</u>	<u>EMPLOYER'S TIME TO RESPOND - WITHIN</u>
<u>STEP ONE</u>	<u>20 calendar days after the alleged grievance has arisen or has come to his attention or discussion in accordance with Article 7.05 has failed</u>	<u>Person designated by the Employer</u>	<u>15 calendar days from receipt of written grievance</u>
<u>STEP TWO</u> (where such a level is established)	<u>15 calendar days from receipt of reply from first level or date reply should have been received</u>	<u>Person designated by the Employer</u>	<u>15 calendar days from receipt of written grievance</u>
<u>STEP THREE</u>	<u>15 calendar days 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 10.04</u>	<u>Deputy Minister</u>	<u>15 calendar days from receipt of written grievance</u>
<u>ADJUDICATION</u>	<u>20 calendar days from receipt of reply from final level or date reply</u>	<u>Treasury Board</u>	

	<u>should have been received</u>		
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7.08 **Union/Employer Grievances** - Any difference or grievance arising directly between the Union and the Employer may be submitted in writing by either party at Step Three.

7.09 **Representation for a Grievance** - In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level the employee shall be accompanied by a representative of the Union.

7.10 **Time Limits** - In determining the time in which any step under the foregoing proceedings is to be taken, the employee's days off and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

7.11 **Amending Time Limits** - All time limits specified in this Article can be extended through mutual agreement of the Union or its delegate and the Employer or its delegate.

**ARTICLE 8 - ADJUDICATION:**

8.01 **Adjudication Procedure** - The provisions of the *Public Service Labour Relations Act* and Regulations governing the Adjudication of Grievances shall apply to Grievances lodged under the terms of this Agreement.

8.02 **Power and Decision of an 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 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.

**ARTICLE 9 - NO STRIKES OR LOCKOUTS:**

9.01 **No Strikes or Lockouts** - There shall be no strikes, walkouts, lockouts or similar interruptions of work during the term of this Agreement.

**ARTICLE 10 - DISCIPLINE AND DISCHARGE:**

10.01 (a) Discipline shall be defined as any disciplinary action taken by the Employer against an employee which results in discharge, suspension, financial penalty, or written reprimand.

(b) No employee, who has completed his probationary period, shall be disciplined except for just cause.

(c) A confirmation of an oral reprimand placed against the record of an employee shall be dealt with under the provisions of Article 10.06.

(d) Discipline measures must be appropriate to their causes and to the principles of progressive discipline.

10.02 (a) When the Employer intends to meet with an employee for the purpose of an investigation, the Employer shall disclose the nature of the issue(s) in advance of the meeting and advise him that he may contact a union representative to be present at the interview.



(b) 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. Such an employee shall be provided with a written statement of the nature of the allegation(s). An employee who is the subject of an investigation shall be advised of the allegations and be provided an opportunity to respond. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's official personnel file.

10.03 When the Employer intends to take disciplinary action against an employee or issue an oral reprimand, the Employer shall so notify the employee in advance of the purpose of the meeting and advise him that he may contact his union representative to be present.

10.04 Where an employee is disciplined, the Employer shall present the reason(s) for such disciplinary action in writing and in person, or, where not possible send such letter to the employee's last address on record within ten (10) calendar days. The Employer shall forward a copy of the letter to the Secretary-Treasurer of the Union.

10.05 **Grievance** - Where an employee claims he has been unjustly disciplined, he may within twenty (20) calendar days of the date on which he was notified in writing or within twenty (20) calendar days of the date of his discipline, whichever is greater, initiate a grievance at Step Three of the grievance procedure except in the case of written reprimand in which case he shall lodge his grievance at Step One.

10.06 **Unjust Discipline** - Where it is determined that an employee has been disciplined in violation of Article 10, 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 disciplined. One of the benefits which he shall not lose is his regular pay during the period of discipline 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 a Board of Adjudication or Adjudicator, if the matter is referred to such a Board of Adjudication or Adjudicator.

10.07 **Employee Records** - Where a confirmation of an oral reprimand is placed against the record of an employee, such notation will be prepared in triplicate, and signed by a level of supervision outside the bargaining unit. One copy shall be initialed by the employee, as the Employer's receipt, and shall be placed in the employee's official personnel file and two (2) copies shall be given to the employee by a supervisor, or where not possible, sent to the employee's last address on record, by registered mail. If the employee wishes to reply in writing, he shall reply within fourteen (14) calendar days and such reply shall become part of the employee's official personnel file.

10.08 (a) Upon request, an employee shall be given an opportunity at his or her workplace to read and make a copy of those documents in his/her official personnel 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.

(b) For the purposes of this Article 10, there shall be only one official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the employer and if requested, while accompanied by a representative of the Union, an opportunity to read all documents that are held in the employee's official personnel file. If requested at such time an employee may make a photocopy of such documents.

10.09 (a) A record of disciplinary action shall be removed from the official personnel file of an employee upon the expiration of a period of eighteen (18) months after such action has been taken providing no similar instance of disciplinary action in respect of the employee has been recorded during that period.

(b) A record of a confirmation of an oral reprimand or a letter of expectation shall be removed from the official personnel file of an employee upon the expiration of a period of fifteen (15) months providing no similar action in respect of the employee has been recorded during that period.

10.10 An employee who is in illegal possession of illicit drugs on workplace property will be subject to discharge.

**ARTICLE 11 - SENIORITY:**

11.01 Subject to the provisions of Article 11.04, seniority shall be the length of employment with the Employer.

11.02 An up-to-date seniority list for each department or institution shall be sent to the Secretary-Treasurer of the Union during January of each year, with copies posted on appropriate bulletin boards. The seniority lists shall specify the employee's name, classification, date of hire, department or institution and geographic location. A thirty (30) calendar day period respecting revision shall be allowed following posting of the list.

11.03 (a) An employee shall not lose seniority rights if he is absent from work because of sickness or accident, substantiated by medical evidence, except as provided in Article 19, or on authorized leave of absence.

(b) An employee shall lose seniority rights in the event:

- (i) he resigns, quits or retires;
- (ii) he is discharged and not reinstated;
- (iii) he has been laid off or terminated for a period in excess of eighteen (18) continuous months;
- (iv) he is absent from work for five (5) consecutive working days without notifying his Supervisor giving a satisfactory reason for such absence;
- (v) when recalled from layoff he fails to report to work within twenty-one (21) calendar days of notice sent by registered mail to the address on record with the Employer and fails to report for work at the designated time, 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.

11.04 **Temporary Promotions and Transfers Outside the Bargaining Unit:**

(a) Where an employee is temporarily promoted or transferred to a position outside the Bargaining Unit and is later returned to the Bargaining Unit, he shall return to his former classification and shall not suffer any loss of seniority or pay as a result of the temporary promotion or transfer.

(b) Where an employee is promoted or transferred to a position outside the Bargaining Unit, and has successfully completed the four (4) month period as provided for under Article 12.03, and is later returned to the Bargaining Unit, he shall lose all his seniority and shall not benefit from this agreement except as provided for under Article 31.07.

(c) If a casual employee has not worked for a period of more than eighteen (18) consecutive months he shall lose any acquired seniority.

**ARTICLE 12 - JOB POSTING, PROMOTIONS AND TRANSFERS:**

12.01 (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 ten (10) calendar days prior to the closing date of the competition.

- (b) Such notice shall contain the following information:
- (i) description of the position,

- (ii) necessary or desirable qualifications,
- (iii) location of the position,
- (iv) Department or Institution,
- (v) the applicable wage rate or range.

12.02 **Rate of Pay** - Where an employee is promoted to a higher classification, he shall be paid at the rate of pay in the new classification which is at least five percent (5%) above the rate of pay received on the previous classification or the minimum of the new classification, whichever is greater.

12.03 An employee who is promoted or transferred to another classification shall be on trial for a period of three (3) months. If during such trial period the employee or the Employer decides that he is unable to perform the duties of the new classification, he shall revert to his former classification and work unit without loss of seniority.

If within one (1) month after the end of the trial period the employee feels he is unable to perform the duties of the new classification, he shall revert to his former classification and work unit without loss of seniority.

12.04 Prior to an employee being seconded to a position, inside or outside of the bargaining unit, the Employer, the Union and if applicable, the Union of the host bargaining unit, will 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, overtime and other premiums, union dues, seniority and grievance/adjudication process.

12.05 All employees who apply for a competition shall be notified by letter of the results of the competition. In the case of an in-service competition, a copy of the letter sent to the successful applicant shall be forwarded to the Union.

12.06 **Departments or Institutions not covered by the *Civil Service Act*:**

In cases of promotion, transfer or appointment where the employee meets the required qualifications, the employee with the greatest seniority shall be given preference.

12.07 (a) Where an employee is assigned or demoted to a lower classification in the Bargaining Unit for reasons other than

- (i) disciplinary action, or
- (ii) at the employee's written request

he shall continue to be paid at his present wage rate and shall be entitled to any new wage increases, provided for under Schedule "A", during the term of this agreement.

(b) When an employee is assigned or demoted to a lower classification at the employee's written request, he shall be paid at the same wage step within the range of his new classification as he was at in his previous classification.

12.08 When an employee has become incapacitated by a handicap, an illness, advancing years or a permanent disability and is unable to perform his regular duties, such employee may request, in writing, a change in classification in accordance with Article 12.07. The Employer, Union and employee will make every reasonable effort to relocate the employee in a job consistent with his disability, incapacity, or age; however, no other employee shall be displaced, except a probationary employee, from his position in order to effect this relocation.

**ARTICLE 13 - LAYOFF AND RECALL:**

13.01 **Layoff and Recall Procedure** - In the event of a layoff, casual persons shall first be terminated following which employees shall be laid off within classification groups listed in Schedule "A" in reverse order of their

seniority, except that on a layoff lasting less than two (2) months it shall be by classification within institutions, departments or regions as applicable. Employees shall be recalled in the order of their classification seniority. Employees laid off shall be given preference to job opportunities in other classifications if they are qualified to perform the work available.

Employees shall be recalled in the order of their classification seniority. Employees laid off shall be given preference to job opportunities in other classifications if they are qualified to perform the work available.

13.02 **Notice of Layoffs** - Where the Employer intends to lay off an employee, the employee and the Union shall be given not less than ten (10) working days' notice of such layoff by personal service or registered letter, and where less than ten (10) days' notice is given, the employee shall continue to receive his pay for ten (10) working days after such notice is given. The notice shall include the employee's classification and seniority date.

13.03 **No New Employees** - No new employees shall be hired in the bargaining unit until those laid off in accordance with Articles 13.01 have been given an opportunity of recall, provided they are qualified to perform the work available. If a laid off employee is unable to return immediately, a new employee may be hired to cover the position temporarily for the twenty-one (21) calendar days of notice of recall per Article 13.06.

13.04 **Continuation of Blue Cross Benefits** - The Employer agrees to pay the Employer's share of Blue Cross for employees who are laid off for three (3) months after the month in which the employees are laid off.

13.05 **Superannuation Benefits** - An employee who is laid off shall retain all superannuation rights held by him at the date of his layoff as provided by the *Superannuation Act*.

13.06 **Failure to Return to Work** - An employee recalled to work shall notify the employer of his intentions within fourteen (14) calendar days of notice of recall. An employee recalled to work shall return to active duties within twenty-one (21) calendar days of notice of recall. Failure to report within twenty-one (21) calendar days of notice of recall will result in loss of recall rights, except in the case of an employee recalled for casual work or for employment of short duration at a time when he is employed elsewhere, in which case refusal of recall itself will not result in loss of recall rights.

13.07 **Duration of Layoffs** - A layoff will become a termination of employment and recall rights will lapse if the layoff lasts more than eighteen (18) consecutive months without being recalled.

13.08 **Grievances on Layoffs** - Grievances concerning layoffs due to a reduction in the workforce may be initiated at Step Three of the Grievance Procedure.

#### **ARTICLE 14 - HOURS OF WORK:**

14.01 (a) The regular hours of work shall be seven and one-half (7½) hours per day or thirty-seven and one-half (37½) hours per week, averaged over a four (4) week period.

(b) A compressed work week may be developed for employees, subject to the Compressed Work Week Addendum attached to this Collective Agreement.

14.02 The lunch period shall not be included in the hours of work and shall not be less than thirty (30) minutes in any shift.

14.03 Employees shall be entitled to one twenty (20) minute rest period in each shift.

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

14.05 When a casual employee who is scheduled to work or who is not scheduled to work and is called in, they will be paid at least four (4) hours of work at their regular rate of pay. Any hours worked that exceed 150 hours in a 28-day roster period will be paid at the overtime rate.

#### **ARTICLE 15 - OVERTIME:**

15.01 **Definition** - Any hours worked in excess of the regular hours of work prescribed in Article 14.01(a), on a holiday, on an employee's regular scheduled days off, or during an employee's vacation period shall be considered overtime.

15.02 All overtime must be authorized by the employee's designated Supervisor.

15.03 Overtime shall be paid at one and one-half (1½) times the employee's hourly rate.

15.04 (a) Should a shift replacement fail to appear, overtime shall be automatically authorized pending final arrangements to cover off such shift.

(b) Compensation for overtime worked shall not be claimed or received for a period of extra duty at the end of a shift of twenty (20) minutes or less. Where overtime in excess of twenty (20) minutes is worked at the end of a shift, the initial twenty (20) minutes of extra duty shall be included in the calculation of overtime.

15.05 **Sharing of Overtime** - Overtime shall be equitably offered among employees deemed to be eligible and qualified to assume the responsibility, provided that such employees are willing to work overtime. Employees desiring overtime work shall signify by notifying the Employer in writing during the last week of each quarter period of a calendar year (the last week of December, March, June and September of each year) for the next quarter. A list shall be prepared and posted quarterly based on the previous year's annual seniority list. The Employer shall post at each work location a list showing the amount of overtime worked by each employee in the previous quarter.

15.06 An employee who is called in and required to work outside his regular working hours shall be paid for a minimum of four (4) hours at the overtime rate.

15.07 **Compounding** - There will be no pyramiding or compounding of overtime or premium payments for the same hours worked unless otherwise provided.

15.08 (a) Overtime shall be compensated by payment of one and one-half (1½) times the employee's hourly rate of pay or time and one-half (1½) off and may be taken in any combination of salary and/or time off. Time off shall be scheduled by mutual agreement between the Employer and the employee within one hundred and twenty (120) days from the date the overtime is worked, otherwise, the employee shall be paid at one and one-half (1½) times his hourly rate of pay. The one hundred and twenty (120) day time limit may be extended by mutual agreement between the Employer and the employee concerned.

(b) Unless time off is requested, overtime pay for overtime hours worked up to the cut off date of the last pay period of the month will be paid in the last pay period of the following month.

15.09 Where a meal is normally available to an employee and the Employer is not able to provide such meal, or where any employee is required to work more than two (2) hours beyond their scheduled shift without prior notice and has to purchase a meal, the Employer shall provide a meal allowance in accordance with the rates set out in Appendix A of the Travel Policy AD-2801, as amended from time to time.

15.10 When an employee responds to a code during his lunch period, the employee shall be compensated for his lunch period in accordance with Article 15.03.

#### **ARTICLE 16 - SHIFT WORK:**

16.01 **Rotation Shifts** - In order that equitable working conditions shall prevail, rotation from one shift to another shall be divided equally among employees (insofar as it is practicable.) Such rotation will not apply to employees hired for permanent evening or night shifts or to those who by mutual agreement between the Employer and the employee are assigned to work evening and night shifts.

16.02 **Exchange of Shifts** - Exchange of shift assignments between employees of similar classification by mutual agreement may be permitted subject to prior approval by the employee's supervisor. Such approval shall not be unreasonably withheld.

16.03 Unless otherwise mutually agreed no employee shall have less than sixteen (16) hours off between shifts.

16.04 The Employer shall endeavour to ensure that no employee will be required to work more than seven (7) consecutive calendar days, however, no employee shall be required to work more than eight (8) consecutive calendar days. Shift schedules shall be arranged so as to provide consecutive days off unless otherwise mutually agreed.

16.05 **Weekends** - Employees on shift work shall receive not less than thirteen (13) weekends off in a twelve (12) month period exclusive of vacation periods. A weekend off shall not be less than any six (6) consecutive shifts between Friday 3:00 p.m. to Monday 9:00 a.m.

16.06 **Split Shifts** - No employee shall be required to work split shifts.

16.07 (a) Employees shall receive sixty-five cents (\$0.65) per hour additional compensation for working the evening or night shift. Effective June 16, 2013, or date of signing, whichever comes later, employees shall receive seventy cents (\$0.70) per hour additional compensation for working the evening or night shift.

(b) For the purpose of this Article evening and night shifts shall be defined when the majority of hours worked are between 5:00 p.m. and 5:00 a.m.

(c) Employees shall receive sixty-five cents (\$0.65) per hour for all hours worked on Saturday and Sunday for which the shift differential as defined in Article 16.07(a) does not apply. Effective June 16, 2013, or date of signing, whichever comes later, employees shall receive seventy cents (\$0.70) per hour for all hours worked on Saturday and Sunday for which the shift differential as defined in Article 16.07(a) does not apply.

(d) Shift premium for shifts worked up to the cutoff date of the last pay period of the month will be paid in the last pay period of the following month.

16.08 Where a shift system is in operation:

(a) A Master schedule setting forth the days and shifts on which employees are normally required to work, and the days and shifts on which employees are normally scheduled off work, shall be used as a basis for preparing the Regular Shift Schedule. The Master Schedule shall be posted in the appropriate work areas.

(b) The Regular Shift Schedule shall be posted in the appropriate work area fourteen (14) calendar days in advance of the commencement of the first shift that is being posted. Once posted, this schedule shall not be changed, except by mutual agreement.

(c) The Regular Shift Schedule shall follow the Master Schedule as closely as possible.

(d) Regular Shift Schedules may be altered to accommodate the requirements of Article 17.01 (c).

## **ARTICLE 17 - HOLIDAYS:**

17.01 (a) All employees shall receive seven and one-half (7.5) hours paid leave for each of the following holidays each year:

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

(b) Employees who normally work Monday to Friday shall have the following days off for Christmas Day and Boxing Day:

- (i) when Christmas Day is a Monday - the 25th and 26th of December;
- (ii) when Christmas Day is a Tuesday - the 24th, 25th and 26th of December;
- (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24th, and all of the 25th and 26th;
- (iv) when Christmas Day is a Friday - the 24th through to the 27th, inclusive;
- (v) when Christmas Day is a Saturday, the employee shall have his days off (i.e. Saturday and Sunday) rescheduled pursuant to Article 17.06.
- (vi) when Christmas Day is a Sunday, the employee shall have his day off rescheduled pursuant to Article 17.06.

(c) Employees not covered by the provisions of 17.01(b) shall have either Christmas Eve Day and Christmas Day or New Year's Eve Day and New Year's Day off, unless otherwise mutually agreed.

17.02 **Qualifying for Holiday Pay** - In order to qualify for holiday pay, employees must have worked on the scheduled work day prior to the holiday and the scheduled work day immediately after the holiday, unless such absence occurs during paid leave of absence for any reason, or on approved leave of absence for union business for a period of fifteen (15) consecutive days or less.

17.03 (a) An employee who is scheduled off on a holiday shall receive seven and one-half (7.5) hours pay (holiday pay) as per Article 17.01(a).

(b) When a holiday falls on an employee's scheduled day off, the employee shall have his day off re-scheduled, seven and one-half (7.5) hours.

17.04 An employee who is scheduled to work and works on a holiday shall receive seven and one-half (7.5) hours pay (holiday pay) or equivalent time off in lieu and one and one-half (1 ½) times the rate of pay for the hours worked.

17.05 An employee who is called into work for a regular shift (overtime) on a holiday shall receive seven and one-half (7.5) hours pay, one and one-half (1 ½) times the rate of pay for the hours worked and have a paid day off rescheduled, seven and one-half (7.5) hours.

17.06 (a) Rescheduled and/or time off in lieu shall be given within one hundred and twenty (120) calendar days after the holiday, otherwise payment shall be made at straight time.

(b) By mutual agreement the alternate days off in 17.04 and 17.01(b) (v) and (vi) may be scheduled within thirty (30) days prior to the holiday.

## **ARTICLE 18 - VACATION:**

### **18.01 Length of Vacation**

(a) An employee shall be entitled to annual vacation with pay calculated at the rate of one and one-quarter (1 ¼) days for each full calendar month of service.

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

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

### **18.02 New Employees**

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

(b) An employee who commences employment on the sixteenth (16<sup>th</sup>) day of the month or after shall be eligible to begin accumulating vacation credits from the first of the month following the date of his appointment.

18.03 When a casual employee has been employed on a casual or temporary basis for a continuous period of six (6) months, such employee shall be credited with seven and one-half (7 ½) days of vacation credits, unless otherwise compensated. As of the first working day of the seventh (7<sup>th</sup>) month of continuous employment, the benefits of Article 18 shall apply.

18.04 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.

18.05 **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 a 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 Worker's Compensation Benefits, vacation leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per Article 18.01;



(e) for days on which the employee is on Union business as provided for in this Agreement, except for extended leave.

18.06 **Vacation Schedule** - The Employer shall determine the number of employees who may be on vacation during any given period. Employees shall indicate their vacation preference prior to March 31<sup>st</sup> in each year. Vacation schedules shall be prepared with preference given to the employee(s) with the most seniority within each classification. The vacation schedules shall be posted by the Employer by May 1<sup>st</sup> in each year and shall not be changed unless mutually agreed to by the employee and the Employer. Where possible, days off shall be given both immediately preceding and immediately following vacations.

18.07 **Holiday During Vacations** - If one of the holidays referred to in Article 17 (Holidays) falls on or is observed during an employee's vacation period, he shall be granted an additional day off without loss of pay, which shall be his holiday, as provided in Article 17.

18.08 **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.

18.09 **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, in writing, the Employer's permission to do so, not later than December 15<sup>th</sup> of the year in which the employee ordinarily would take the vacation sought to be carried forward.

18.10 **No Vacation Shall Be Accumulated** - 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.

#### **ARTICLE 19 - SICK LEAVE PROVISION:**

19.01 **Amount of Sick Leave** - 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.

#### **19.02 New Employees**

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

(b) An employee appointed on the sixteenth (16<sup>th</sup>) day of the month or after shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

19.03 When a casual employee has been employed on a casual or temporary basis for a continuous period of six (6) months, such employee shall be credited with seven and one-half (7½) days' sick leave credit, unless otherwise compensated. As of the first working day of the seventh (7<sup>th</sup>) month of continuous employment, the benefits of Article 19 shall apply.

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 Worker's Compensation Benefits, sick leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per article 19.01; and

(e) Statutory Holidays or days taken in lieu thereof.

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 10, exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

19.06 **Notification** - 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 so advise his Supervisor.

19.07 **Deduction of Sick Leave** - Subject to Article 19.06, a deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half day may be deducted as one-half day, absence for more than one-half day but less than a full day may be deducted as a full day.

19.08 (a) The parties agree that the Employer has the right to investigate the use of sick leave. Misuse of sick leave may be grounds for disciplinary action.

(b) After more than three (3) consecutive working days lost time due to sickness a Doctor's Certificate shall be submitted by the employee or time lost will be deducted from the employee's wages in accordance with the hourly rates listed in Schedule "A". Where the Employer has reason to believe that an employee is misusing the sick leave privilege such employee may be required to produce a Doctor's Certificate for an absence of three (3) days or less for which sick leave is sought and if a Certificate is not produced after such request, the time absent from work will be deducted from the employee's wages.

(c) Where a Doctor's Certificate is required for absences of three (3) consecutive shifts or less under 19.08 (b) above, such proof of illness shall be requested during the illness by the Employer unless the employee has been issued a standing directive that requires him to submit a Doctor's Certificate for any period of absence for which sick leave is sought. An individual standing directive shall be valid for a period of not more than six (6) months following the date of issue of the same.

19.09 An employee who has completed eighteen (18) months of service and who has exhausted his sick leave credits shall, upon application, be advanced fifteen (15) days anticipated sick leave for the following reasons: serious illness, accident, or continuous treatment by doctor. Upon his return to duty, the employee shall repay the advanced sick leave in full at the rate of at least one-half the monthly accumulated (5/8 day per month). An employee who returns to work before using the full fifteen (15) days shall repay the portion used and the remainder shall be returned to the Employer. An employee who was granted special sick leave must, upon ceasing to be an employee compensate the employer for any unrecovered leave and the amount of compensation is to be calculated using the employee's rate of pay at the time of termination.

19.10 **Workers' Compensation** - The absence of an employee who is receiving compensation under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credits.

19.11 **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.

19.12 An employee who becomes hospitalized or under doctor's care for two (2) or more consecutive days while on annual vacation, may use sick leave credits rather than lose a portion of the employee's vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at time of illness.

19.13 By February 15<sup>th</sup> of each year, the Employer shall advise each employee, in writing, of the amount of sick leave accrued to his credit.

19.14 When using sick leave credits the employee is considered to be on paid leave of absence.

#### **ARTICLE 20 - LEAVE OF ABSENCE:**

20.01 **Grievances** - An employee who has filed a grievance in accordance with the grievance procedure, Article 7, shall be granted time off work with pay when a grievance hearing is held, including adjudication.

20.02 **Negotiations** - Leave of absence with pay and without loss of seniority shall be granted to authorized members to attend official negotiating sessions. The employer shall maintain the full salary and benefits of the employee in accordance with this article. The Union shall then reimburse the employer within ten (10) days of the billing, provided the employer submits such billing within thirty (30) days of the signing of this agreement. Application for such leave shall be made at least twenty-one (21) days in advance whenever possible.

20.03 (a) At the written request of the Union with at least three (3) days advance notice, the Employer shall grant leave of absence, without pay or loss of seniority, to employees designated by the Union for the purpose of attending Labour Conventions, Council Meetings and Education Seminars.

(b) The Union shall provide or instruct the Employer to provide, at no additional cost to the Employer, an acceptably qualified alternate employee as a replacement for the employees requiring leave of absence of short duration for carrying on the Union's business.

#### 20.04 **Bereavement Leave**

(a) An employee shall be granted bereavement leave with pay at his/her regular rate as follows:

(i) For a maximum of seven (7) consecutive calendar days, one of which must be the day of the funeral, in the event of the death of the employee's mother, father, spouse, son, daughter, brother, sister, step-child, step-parent, persons acting in loco parentis or a relative living in the household of the employee, provided that such employee attends the funeral and provided that pay shall not be given for any of such seven (7) days which falls on a holiday or which does not fall on a regular working day.

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 (1) year and has been publicly represented as the employee's partner.

(ii) For a maximum of five (5) consecutive calendar days, one of which must be the day of the funeral, in the event of the death of the employee's grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law provided that such employee attends the funeral and provided that pay shall not be given for any of such five (5) days which falls on a holiday or which does not fall on a regular working day.

- (iii) One (1) day to attend the funeral in the event of the death of the employee's aunt, uncle, or spouse's grandparent, provided that such employee attends the funeral and provided that pay shall not be given for such day which falls on a holiday or which does not fall on a regular working day.

(b) In the event that the funeral referred to in 20.04(a) is held in a location outside the employee's place of residence, an employee shall be granted upon request reasonable travelling time required up to a maximum of two (2) additional days provided that such employee attends the funeral.

For clarification purposes, the consecutive calendar days commence with the notification of the death. If the employee has reported to duty, the bereavement leave will commence on the next day.

20.05 **Pallbearer** - An employee may be granted one (1) day leave with pay to attend a funeral as a pallbearer.

20.06 (a) **Jury Duty - Witness** - The Employer shall grant leave of absence from work to an employee who:

- (i) is required to serve on a jury or;
- (ii) is subpoenaed as a witness before a Court of Justice, a Coroner's Inquest, or a Court of Inquiry;
- (iii) produces a certificate of attendance and the employee returns to work on any day he is not required to serve for the entire day;
- (iv) shall be paid the difference between their regular pay and the amount received as a juror or as a witness excluding travelling, meals and other expenses.

(b) An employee who is required to appear in court or coroner's inquest, as provided under 20.06(a)(ii), on a day which is not a regular day of work, for a work related matter, shall be paid according to the provisions of Article 15 of this agreement for a minimum of four (4) hours' pay at the overtime rate.

#### 20.07 **MATERNITY LEAVE**

(a) Notification - Not later than the fifth (5<sup>th</sup>) month of her pregnancy, an employee will inform the Employer of the anticipated delivery date.

(b) Medical Certificate - An employee requesting maternity leave shall submit with the application a statement from her physician that employment to the date specified in the application will not be injurious to her health.

(c) Duration of Leave - Maternity leave shall not exceed seventeen (17) weeks including the two-week waiting period. Notwithstanding the above, the Employer may direct an employee who is pregnant to proceed on maternity leave at any time where the employee cannot produce a medical certificate stating that her condition does not prevent her from performing her normal work function. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

(d) Return 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), after a paid period of reorientation if required as determined by the Employer.

(e) Supplementary Unemployment Benefit Plan - 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.

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

Where an employee who meets the eligibility requirements for Supplementary Unemployment Benefits is subject to a waiting period of two (2) weeks before receiving employment insurance maternity benefits, an allowance of seventy-five (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period.

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

(f) 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.

(g) Child Care Leave

- (i) An employee who is the natural or adoptive parent shall be granted upon request in writing child care leave without pay for a period of up to sixty-two (62) weeks.
- (ii) The sixty-two (62) week child care leave period referred to in 20.07(g)(i) 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.
- (iii) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and Employer agree otherwise, and shall give the Employer a minimum six (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.
- (iv) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks' written notice to the Employer of the commencement date and duration of the leave.
- (v) For adoptive parents, such leave shall be requested as soon as possible to the commencement of the leave.
- (vi) If both parents are employees, the sixty-two (62) week child care leave may be taken by one (1) parent, or shared by the two (2) parents, provided the combined leave period does not exceed sixty-two (62) weeks.
- (vii) An employee returning to work from child care leave shall be placed in their previously held classification at their work location (city, town, or village), after a paid period of reorientation if required as determined by the Employer, and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on child

care leave. If the employee's previously held position has been affected by layoff, the provisions of Article 13 shall apply.

- (viii) During the period of child care leave of up to sixty-two (62) weeks only specified in clause 20.07(g)(i) thereto:
  - (1) An employee continues to earn seniority and continuous service credits based on what her/his regular hours of work would have been;
  - (2) 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 he/she is absent on child care leave. An employee who returns to work from leave before the sixteenth (16<sup>th</sup>) day of the month shall be eligible to accumulate vacation and sick credits for that month. An employee who returns to work from leave on the sixteenth (16<sup>th</sup>) day of the month or after shall be eligible to begin accumulating vacation and sick credits from the first of the month following the date of his/her return to work.
- (ix) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 20.07(g)(i) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

#### 20.08 **General Leave**

(a) The Employer may grant leaves of absence with or without pay, and without loss of seniority, in cases of emergency or for any good and sufficient cause. Such leave will not be unreasonably withheld.

(b) Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit.

20.09 **Examination and Competition 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.

20.10 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence without pay by the Employer, without loss of seniority, up to one (1) year. On request, such leave may be renewed each year during his term of office.

20.11 Employees eligible to vote shall be allowed time off work with pay according to Federal, Provincial or Municipal statutes.

20.12 The President and one (1) other Officer of a Sub-Local of Local 1251 who regularly work or rotate through an evening shift shall be allowed time off without pay to attend regular monthly union meetings, to a maximum of four (4) hours per month, provided this does not create additional expense for the Employer.

20.13 **Leave for Medical and Dental Appointments** - Sick leave shall be granted for medical or dental appointments, which cannot be arranged outside of an employee's normal working hours. The employee shall notify his Supervisor of the time of the appointment as soon as the appointment is confirmed.

20.14 **Paternity Leave** - An employee shall be granted two (2) days paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

#### **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES:**

21.01 (a) **Wages** - The wages for employees shall be in accordance with the rates and effective dates set out in the attached Schedule "A" which forms a part of this Agreement.

(b) Progression through the salary range of each classification shall be effective when an employee has successfully completed one (1) year of employment at each step as well as nineteen hundred and fifty (1950) hours worked. Employees shall maintain their salary step provided there is no break of employment greater than eighteen (18) months.

(c) The hourly rates in Schedule "A" shall be used to compute all wages, appropriate additions or deductions.

21.02 **Payroll Period** - Pay periods shall be bi-weekly.

21.03 **Pay Days Falling on Holidays** - Where the regular pay day falls on a Holiday, pay day shall be the last banking day prior to such Holiday.

21.04 **Equal Pay for Equal Work** - The principle of equal pay for equal work shall apply.

21.05 **Pay During Temporary Assignment** - When an employee is assigned to perform the principle duties of a higher classification than his own for a period in excess of two (2) consecutive working days he shall be paid acting pay from the beginning of such period as follows:

- (i) where there is a single rate for the higher classification, at that rate;
- (ii) where there is more than one (1) rate for higher classification, at the lowest such rate which will provide an increase over his present rate of not less than five (5%) per cent;
- (iii) the Employer shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

21.06 **Standby Pay**

(a) An employee within the bargaining unit who is required to remain "on call" or "standby" on completion of their regular hours of work or while on regularly scheduled days off shall be paid a premium of five dollars and fifty cents (\$5.50) for each eight (8) hours they are required to standby or remain on call.

(b) An employee, on standby or on call, called back to work, outside his regular hours shall be paid at the overtime rate for all hours worked with a minimum of four (4) hours as provided for in Article 15.06.

21.07 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.

The Employer shall pay the full salary of an employee absent from work for a compensable injury recognized by the Workers' Compensation Board where the absence is for less than one (1) day and for which Workers' Compensation Benefits are not received by an employee.

This article does not apply to M.O.R.E. Services Inc.. This agency is on a Workplace Health Safety Compensation Commission premium payment basis which was in effect prior to January 15, 1995.

21.08 Other than full time employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro rata basis according to their hours of work.

21.09 **Retirement Allowance**

(a) When an employee having continuous service of five (5) years or more, retires due to disability, death or age, the Employer shall pay such an 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 shall be paid in a lump sum upon retirement at the employee's regular rate of pay.

(b) An employee who retires with an actuarially reduced pension under the *Superannuation Act* at age fifty-five (55) or later shall be paid any retirement allowance he has qualified for in (a) above.

(c) When an employee is laid off, the retirement allowance shall be paid in a lump sum eighteen (18) months after the date he was laid off, provided the employee has not been rehired in the New Brunswick Public Service.

21.10 The Employer assumes the responsibility for defending actions in which an employee's negligence is concerned, and also to pay damages when necessary provided the employee has acted within the scope of his employment, as per Provincial Personal Liability Protection Policy.

21.11 The changing of Standard Time to Daylight Saving Time, or vice-versa, shall not be considered to affect the normal scheduled daily hours of work per week. The hour difference shall be split between the employee completing his shift and the one commencing his shift.

**ARTICLE 22 - RETIREMENT AND PENSION PLAN:**

22.01 (a) The normal retirement age shall be sixty-five (65). The Employer may extend an employee's employment beyond age sixty-five (65) provided that:

- (i) the employee requests such extension in writing a minimum of three (3) months prior to reaching the normal retirement age;
- (ii) there shall be no interruption and/or discontinuation of service; and
- (iii) the employee's health is satisfactory; the Employer may request evidence of satisfactory health during the extended employment period. Failure to provide evidence of satisfactory health may result in termination of the extended employment period.

(b) If an employee's employment is extended beyond age sixty-five (65), the employee shall receive all benefits and conditions of employment as provided under this agreement.

22.02 **Superannuation Benefits** - All benefits provided by the *Superannuation Act* shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act. For the purposes of this Agreement, the *Public Service Superannuation Act* shall prevail.



22.03 During the ten (10) years prior to his/her anticipated retirement, a vested 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.

**ARTICLE 23 - EMPLOYEE BENEFITS:**

23.01 Group Life

The Employer agrees to become the policy holder for the existing CUPE 1251 Group Life, AD & D and LTD Insurance Programs.

(a) Until otherwise agreed the existing Group Life and AD & D Plans will be continued during the life of this agreement and be administered by the Employer. The cost of Basic Group Life and AD& D premiums shall be paid by the Employer.

(b) Until otherwise agreed the existing LTD Plan will be continued during the life of this agreement with the cost of premiums paid by the employee. The Employer shall administer the plan.

(c) Within one hundred and eighty (180) days of signing of this collective agreement a committee comprised of two (2) Employer representatives and two (2) employee representatives shall be established to study the needs and preferences of the group with respect to insurance programs. The committee shall report its findings and recommended changes to the provincial Labour Management Committee as provided for in Article 6.04.

Changes to the existing insurance programs shall become effective only upon ratification by the parties.

23.02 The E.I. Rebate shall be retained by the Employer and shall be used to cover the cost of the Employer in administration of the Group Insurance Scheme.

23.03 (a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross Plan TD129 or its equivalent for all participating employees. Employee enrollment in this plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the plan when so authorized by the employee.

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

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

**ARTICLE 24 - CLASSIFICATION:**

24.01 **Present Classifications** - The classifications covered by this Agreement shall be those listed in Schedule "A" of this Agreement.

24.02 Changes in Classifications - Where -

(a) the duties, responsibilities, and/or qualifications of a classification covered by this Agreement are significantly changed or increased,

(b) a new classification is established within the scope of the bargaining unit, or

(c) a new classification plan is implemented,

the Employer shall notify the Union of such change(s) and the new wage rate(s) shall be subject to negotiations between the parties.

24.03 The interim wage rate(s) established by the Employer as a result of classification changes described in 24.02 shall remain in effect until new rate(s) are negotiated between the parties. The negotiated rate(s) shall become retroactive to the date the classification change was made. Should such negotiations fail to achieve agreement, the parties hereby agree to submit the wage rate(s) to Binding Arbitration under the *Public Service Labour Relations Act*.

24.04 **Appeal of Classification** - An employee who feels that his position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification.

#### **ARTICLE 25 - SAFETY AND HEALTH:**

25.01 The Employer shall make reasonable provisions for the safety and health of its employees during their hours of work.

25.02 (a) A Health and Safety Committee shall be established in all Institutions in accordance with the provisions of the New Brunswick Occupational Health and Safety Act and its regulations. A member of the Local Union shall be included in the composition of its membership.

(b) The Employer shall grant time off work, with pay, to employees who are members of the provincial and local Health and Safety Committee when meeting with the Employer about Health and Safety issues.

25.03 Where a Safety Officer carries out an inspection of the Institution in response to a referral from a member of the Local Union, the member of the Local Union on the Safety Committee shall be invited to accompany the Safety Officer on his inspection tour.

25.04 An Employee who is required to wear safety boots or safety shoes shall be reimbursed by the Employer the maximum of one hundred (\$100.00) in each fiscal year or two hundred (\$200.00) over a two (2) consecutive fiscal year period, provided proof of purchase is produced by the employee. An employee qualifying for this benefit is limited to one claim of one hundred (\$100.00) per fiscal year or one claim of two hundred (\$200.00) over a two (2) consecutive fiscal year period.

#### **ARTICLE 26 - JOB SECURITY:**

26.01 In the event of merger, amalgamation, closure of facilities, or contracting out, which may cause the displacement of employees, the Employer agrees to give the Union at least 180 days' notice of such change, and further agrees to consult with the Union with the view to ensuring continuing employment for the employees so affected.

26.02 The Employer agrees to make every effort to find alternate employment for such employees within the existing facility. Should this not be possible, the Employer agrees to endeavour to find alternate employment for such employees, within other facilities which are covered by this Agreement and/or other facilities which will be assuming the functions previously carried out by the displaced employees in the affected facility.

26.03 Those displaced employees who indicate to the Employer their desire to assume alternate employment in another facility, shall be granted preference in hiring over all outside applicants, for any such vacancies which arise for which they are qualified in any facility covered by this Agreement or any facility which will be assuming the function previously carried out by the displaced employees in the affected facility.

26.04 **No Layoffs During Discussion Period**

Employees involved in such contemplated change shall not be laid off prior to the expiration of the one hundred and eighty (180) days' notice outlined in 26.01.

#### **ARTICLE 27 - UNIFORMS:**

27.01 **Uniforms** - Where employees are required to wear uniforms such uniform shall be provided by the Employer and be replaced upon proof of wear. Uniforms shall remain the property of the Employer and shall not be worn off duty. Uniforms may be worn in travelling to and from work by agreement with the Employer.

27.02 (a) **Laundrying of Uniforms** - Uniforms issued to employees in Laundry and Linen Services and Laboratories and to kitchen staff in Correctional Institutions shall be laundered by the Employer.

(b) For all other uniforms required under Article 27.01, the Employer shall be responsible for the cost of dry-cleaning on a monthly basis with a maximum cost of twenty dollars (\$20.00) per month. Receipts will be required.

#### **ARTICLE 28 - COPIES OF AGREEMENT:**

28.01 Sufficient copies of the agreement shall be printed in both English and French and shall be official in both languages. Both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the collective agreement will prevail.

28.02 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.

28.03 The printing of the bilingual Collective Agreement shall be the responsibility of the Employer, in agreed upon format as approved by the Parties to this Collective Agreement. However, in all cases the original signed Collective Agreement drafted by the Employer and signed by the Parties to this Collective Agreement is official.

28.04 The cost of printing the bilingual Collective Agreement will be shared equally between the Employer and the Union. In this regard, the Employer will bill the Union for fifty percent (50%) of the Printer's Invoice with a copy of such Printer's Invoice showing full payment has been made.

28.05 The Employer shall issue new employees a copy of this agreement upon commencement of employment.

#### **ARTICLE 29 - DEFINITIONS:**

29.01 **Employee** - In the agreement, "Employee" means a person in the bargaining unit because of meeting the definition of an employee in accordance with the *Public Service Labour Relations Act*.

29.02 **Gender** - Wherever the masculine is used in this agreement, it shall refer equally to the feminine.

29.03 **Department** - In this agreement, "department" means those listed in the First Schedule, Part I of the *Public Service Labour Relations Act*.

29.04 **Institution** - In this agreement, "institution" means M.O.R.E. Services Inc..

29.05 **Work Unit** - In this agreement, "work unit" means a unit of employee(s) under a Supervisor.

29.06 **Supervisor** - In this agreement, "Supervisor" means the first line of personnel supervision outside the Bargaining Unit.

29.07 **Shift** - A shift is a period of work in a schedule.

29.08 **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.

29.09 **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*.

29.10 **Person** - In this agreement, is any person who has been hired to do the work of a nature normally performed by members of the bargaining unit and who has not obtained the status of employees as defined in 29.01 of this Article.

#### **ARTICLE 30 - PROBATION:**

30.01 (a) An employee appointed to the Civil Service shall be on probation from the date of his 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 of the appropriate department 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.

(b) For all employees covered by this collective agreement and not subject to the *Civil Service Act* the probationary period shall be one hundred and twenty (120) working days from date of hiring. Such period may be extended by the Department Head for two (2) further periods of sixty (60) working days each but the total probationary period shall not exceed two hundred and forty (240) working days from the date of hiring.

30.02 (a) The employment of an employee may be terminated at any time during the probation period without recourse to the Grievance Procedure except as provided under the *Public Service Labour Relations Act*.

(b) During their probationary period employees shall benefit from all of the provisions of this collective agreement with the exception of the grievance procedure in the case of termination as stated in 30.02(a).

30.03 When the probationary period of an employee covered by the foregoing Article 30.01(a) or 30.01(b) is extended beyond six (6) months or one hundred and twenty (120) working days, he shall be notified in writing of such extension.

30.04 The effective date of any termination of employment during the probationary period shall not be a date that falls beyond the expiration of the probationary period.

#### **ARTICLE 31 - GENERAL:**

31.01 **Proper Accommodation** - The Employer shall supply suitable toilet facilities for all employees covered by this Agreement, and changing facilities and lockers for employees required to change their clothes on the premises.

31.02 **Loss or Damage of Personal Property** - Any personal property loss or damage suffered by an employee, caused by working with patients, students or inmates shall be replaced, repaired or reimbursed by the Employer without cost to the employee, provided there has been no negligence on the part of the employee, and provided such loss or damage is reported immediately in writing.

31.03 **Travel Regulations** - The Travel Regulations in force from time to time shall apply to the employees in the bargaining unit.

31.04 **Bulletin Board** - The Employer shall place at the disposal of the Union one or more notice spaces of appropriate size for posting of Union notices exclusively at each place of employment with four (4) or more employees.

31.05 **Posting of Notices** - The Union may post on such boards as provided under 31.04 any notices of Union meetings and cards of a special nature signed by the authorized Union representative. Both parties agree that the documents so posted shall not include any remark against good order and good mutual understanding.

31.06 (a) **Greater Benefits** - If any legislation 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.

(b) Conditions and benefits which employees now enjoy, receive or possess shall continue to apply to employees presently receiving them, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

31.07 Where an employee is transferred into this bargaining unit from Parts II, III or IV of the Public Service, all sick leave and vacation leave which have accumulated to the credit of the employee shall be transferred to his credit. Where an employee is transferred within Part I of the Public Service all accrued benefits shall be retained by the employee.

31.08 The Employer recognizes its responsibility to ensure that the safety, security, and dignity of its staff, patients, and inmates is protected. Therefore, when making assignments, supervisors will use discretion and consideration at all times.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE:**

### **DEFINITION**

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

### **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.

### **NOTICE**

The Employer will give the union written notice of technological change at least three (3) months prior to the date of the change and the steps to be taken to assist employees who could be affected.

### **TRAINING**

If as a result of a change in technology the Employer requires an employee to undertake additional training, this training will be provided to the employee. 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 employees.

If an employee's position is rendered redundant as a result of technological change, the Employer will make every reasonable effort to relocate the employee in a job consistent with his/her qualifications.

Where training or relocation is not possible the affected employee shall be laid off in accordance with the layoff provisions of this Agreement. However employees involved in such contemplated change shall not be laid off prior to the expiration of the three (3) months' notice referred to above.

## ARTICLE 33 - DURATION AND TERMINATION:

33.01 **Term of Agreement** - This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning June 16, 2017, and ending June 15, 2022, and shall automatically be renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

33.02 **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*.

### 33.03 **Retroactivity**

(a) All full time employees on the payroll on the date of signing of this Agreement shall receive retroactive pay for all hours worked in accordance with the rates listed in Schedule "A".

(b) The following employees shall also receive retroactive pay on a prorated basis; employees who died or retired after June 15, 2017; employees who were laid off prior to the date of signing of this Agreement; and employees who were on approved leave of absence on the date of signing.

(c) All employees who were not working full time on the date of signing shall be eligible for retroactive pay on a prorated basis.

(d) Employees who were employed on June 15, 2017, and who voluntarily left the employ of the Employer between June 16, 2017, and the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to:

Office of the Chief Human Resource Officer  
Treasury Board  
Employee Relations  
P.O. Box 6000  
Fredericton, N.B.  
E3B 5H1

within sixty (60) calendar days from the date of signing of this Agreement.

(e) Retroactivity shall not apply to persons who;

- (i) left their employment before completing their probationary period,
- (ii) were discharged for just cause,
- (iii) became employed on or after June 16, 2017 and who voluntarily left their employment prior to the date of signing of this agreement,
- (iv) are not employees as defined in Article 29.01 of this agreement.

(f) Unless otherwise stated, all terms and conditions of employment shall be effective on the date of signing of this Agreement.

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

FOR THE UNION:

Chris Curran

Tara Winzar

Cindy Johnson

Cindy O'Donnell

Maurice LeBlanc

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FOR THE EMPLOYER:

Ernie Steeves

Hugh J.A. (Ted) Flemming

Jean-Yves Bernard

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**Schedule A**

<b>INSTITUTIONAL SERVICES</b>				
<b>HOURLY &amp; BIWEEKLY RATES</b>				
<b>EFFECTIVE JUNE 16, 2017</b>				
<b>Classification</b>		<b>A</b>	<b>B</b>	<b>C</b>
Correctional Cook	Hrly	22.34	23.22	
	Biweekly	1675.50	1741.50	
Cook's Helper	Hrly	18.57	19.11	
	Biweekly	1392.75	1433.25	
Custodial Worker I	Hrly	18.57	19.11	
	Biweekly	1392.75	1433.25	
Custodial Worker II	Hrly	19.72	20.16	
	Biweekly	1479.00	1512.00	
Laundry Services Worker	Hrly	17.5889	18.2392	18.9138
	Biweekly	1319.17	1367.94	1418.54
Clean Laundry Processor	Hrly	17.5889	18.2392	18.9138
	Biweekly	1319.17	1367.94	1418.54
Laundry Services Coordinator	Hrly	22.7615	23.6056	24.4815
	Biweekly	1707.11	1770.42	1836.11
Laundry Services Supervisor	Hrly	22.7615	23.6056	24.4815
	Biweekly	1707.11	1770.42	1836.11



**INSTITUTIONAL SERVICES  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2018**

Classification		A	B	C
Correctional Cook	Hrly	23.04	23.93	
	Biweekly	1728.00	1794.75	
Cook's Helper	Hrly	19.19	19.74	
	Biweekly	1439.25	1480.50	
Custodial Worker I	Hrly	19.19	19.74	
	Biweekly	1439.25	1480.50	
Custodial Worker II	Hrly	20.36	20.81	
	Biweekly	1527.00	1560.75	
Laundry Services Worker	Hrly	18.1907	18.8540	19.5421
	Biweekly	1364.30	1414.05	1465.66
Clean Laundry Processor	Hrly	18.1907	18.8540	19.5421
	Biweekly	1364.30	1414.05	1465.66
Laundry Services Coordinator	Hrly	23.4667	24.3277	25.2211
	Biweekly	1760.00	1824.58	1891.58
Laundry Services Supervisor	Hrly	23.4667	24.3277	25.2211
	Biweekly	1760.00	1824.58	1891.58

**INSTITUTIONAL SERVICES  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2019**

<b>Classification</b>		<b>A</b>	<b>B</b>	<b>C</b>
Correctional Cook	Hrly	23.75	24.66	
	Biweekly	1781.25	1849.50	
Cook's Helper	Hrly	19.82	20.38	
	Biweekly	1486.50	1528.50	
Custodial Worker I	Hrly	19.82	20.38	
	Biweekly	1486.50	1528.50	
Custodial Worker II	Hrly	21.02	21.48	
	Biweekly	1576.50	1611.00	
Laundry Services Worker	Hrly	18.8045	19.4811	20.1829
	Biweekly	1410.34	1461.08	1513.72
Clean Laundry Processor	Hrly	18.8045	19.4811	20.1829
	Biweekly	1410.34	1461.08	1513.72
Laundry Services Coordinator	Hrly	24.1860	25.0643	25.9755
	Biweekly	1813.95	1879.82	1948.16
Laundry Services Supervisor	Hrly	24.1860	25.0643	25.9755
	Biweekly	1813.95	1879.82	1948.16

**INSTITUTIONAL SERVICES**

**HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2020**

<b>Classification</b>		<b>A</b>	<b>B</b>	<b>C</b>
Correctional Cook	Hrly	24.48	25.40	
	Biweekly	1836.00	1905.00	
Cook's Helper	Hrly	20.47	21.04	
	Biweekly	1535.25	1578.00	
Custodial Worker I	Hrly	20.47	21.04	
	Biweekly	1535.25	1578.00	
Custodial Worker II	Hrly	21.69	22.16	
	Biweekly	1626.75	1662.00	
Laundry Services Worker	Hrly	19.4306	20.1207	20.8366
	Biweekly	1457.30	1509.05	1562.75
Clean Laundry Processor	Hrly	19.4306	20.1207	20.8366
	Biweekly	1457.30	1509.05	1562.75
Laundry Services Coordinator	Hrly	24.9197	25.8156	26.7450
	Biweekly	1868.98	1936.17	2005.88
Laundry Services Supervisor	Hrly	24.9197	25.8156	26.7450
	Biweekly	1868.98	1936.17	2005.88

**INSTITUTIONAL SERVICES  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2021**

Classification		A	B	C
Correctional Cook	Hrly	25.22	26.16	
	Biweekly	1891.50	1962.00	
Cook's Helper	Hrly	21.13	21.71	
	Biweekly	1584.75	1628.25	
Custodial Worker I	Hrly	21.13	21.71	
	Biweekly	1584.75	1628.25	
Custodial Worker II	Hrly	22.37	22.85	
	Biweekly	1677.75	1713.75	
Laundry Services Worker	Hrly	20.0692	20.7731	21.5033
	Biweekly	1505.19	1557.98	1612.75
Clean Laundry Processor	Hrly	20.0692	20.7731	21.5033
	Biweekly	1505.19	1557.98	1612.75
Laundry Services Coordinator	Hrly	25.6681	26.5819	27.5299
	Biweekly	1925.11	1993.64	2064.74
Laundry Services Supervisor	Hrly	25.6681	26.5819	27.5299
	Biweekly	1925.11	1993.64	2064.74

**INSTITUTIONAL CARE  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2017**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Correctional Officer I	Hrly	25.27	26.34	27.40	
	Biweekly	1895.25	1975.50	2055.00	
Correctional Officer II	Hrly	28.59	29.74	30.93	
	Biweekly	2144.25	2230.50	2319.75	
Correctional Officer III	Hrly	30.65	32.95	35.49	
	Biweekly	2298.75	2471.25	2661.75	
Human Services Counsellor II	Hrly	19.43	20.21	21.04	
	Biweekly	1457.25	1515.75	1578.00	
Human Services Counsellor III*	Hrly	22.86	23.72	24.42	25.57
	Biweekly	1714.50	1779.00	1831.50	1917.75
Human Services Counsellor Supervisor **	Hrly	25.79	26.76	28.17	28.88
	Biweekly	1934.25	2007.00	2112.75	2166.00
Laboratory Assistant	Hrly	19.82	20.35	20.93	
	Biweekly	1486.50	1526.25	1569.75	
Program Co-ordinator	Hrly	23.39	25.32	27.46	
	Biweekly	1754.25	1899.00	2059.50	

\* Step D on the pay scale applies only to certain employees in the Department of Social Development classified as Human Services Counsellor III whose duties and responsibilities involve delivering services related to program referrals on an on-going basis.

\*\* Step D on the pay scale applies only to two (2) positions classified as Human Services Counsellor Supervisor in the Department of Social Development.

**INSTITUTIONAL CARE  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2018**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Correctional Officer I	Hrly	26.03	27.12	28.20	
	Biweekly	1952.25	2034.00	2115.00	
Correctional Officer II	Hrly	29.41	30.58	31.80	
	Biweekly	2205.75	2293.50	2385.00	
Correctional Officer III	Hrly	31.51	33.86	36.45	
	Biweekly	2363.25	2539.50	2733.75	
Human Services Counsellor II	Hrly	20.07	20.86	21.71	
	Biweekly	1505.25	1564.50	1628.25	
Human Services Counsellor III*	Hrly	23.57	24.44	25.16	26.33
	Biweekly	1767.75	1833.00	1887.00	1974.75
Human Services Counsellor Supervisor **	Hrly	26.56	27.55	28.98	29.71
	Biweekly	1992.00	2066.25	2173.50	2228.25
Laboratory Assistant	Hrly	20.47	21.01	21.60	
	Biweekly	1535.25	1575.75	1620.00	
Program Co-ordinator	Hrly	24.11	26.08	28.26	
	Biweekly	1808.25	1956.00	2119.50	

\* Step D on the pay scale applies only to certain employees in the Department of Social Development classified as Human Services Counsellor III whose duties and responsibilities involve delivering services related to program referrals on an on-going basis.

\*\* Step D on the pay scale applies only to two (2) positions classified as Human Services Counsellor Supervisor in the Department of Social Development.

**INSTITUTIONAL CARE  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2019**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Correctional Officer I	Hrly	26.80	27.91	29.01	
	Biweekly	2010.00	2093.25	2175.75	
Correctional Officer II	Hrly	30.25	31.44	32.69	
	Biweekly	2268.75	2358.00	2451.75	
Correctional Officer III	Hrly	32.39	34.79	37.43	
	Biweekly	2429.25	2609.25	2807.25	
Human Services Counsellor II	Hrly	20.72	21.53	22.39	
	Biweekly	1554.00	1614.75	1679.25	
Human Services Counsellor III*	Hrly	24.29	25.18	25.91	27.11
	Biweekly	1821.75	1888.50	1943.25	2033.25
Human Services Counsellor Supervisor **	Hrly	27.34	28.35	29.81	30.55
	Biweekly	2050.50	2126.25	2235.75	2291.25
Laboratory Assistant	Hrly	21.13	21.68	22.28	
	Biweekly	1584.75	1626.00	1671.00	
Program Co-ordinator	Hrly	24.84	26.85	29.08	
	Biweekly	1863.00	2013.75	2181.00	

\* Step D on the pay scale applies only to certain employees in the Department of Social Development classified as Human Services Counsellor III whose duties and responsibilities involve delivering services related to program referrals on an on-going basis.

\*\* Step D on the pay scale applies only to two (2) positions classified as Human Services Counsellor Supervisor in the Department of Social Development.

**INSTITUTIONAL CARE  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2020**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Correctional Officer I	Hrly	27.59	28.72	29.84	
	Biweekly	2069.25	2154.00	2238.00	
Correctional Officer II	Hrly	31.11	32.32	33.59	
	Biweekly	2333.25	2424.00	2519.25	
Correctional Officer III	Hrly	33.29	35.74	38.43	
	Biweekly	2496.75	2680.50	2882.25	
Human Services Counsellor II	Hrly	21.38	22.21	23.09	
	Biweekly	1603.50	1665.75	1731.75	
Human Services Counsellor III*	Hrly	25.03	25.93	26.68	27.90
	Biweekly	1877.25	1944.75	2001.00	2092.50
Human Services Counsellor Supervisor **	Hrly	28.14	29.17	30.66	31.41
	Biweekly	2110.50	2187.75	2299.50	2355.75
Laboratory Assistant	Hrly	21.80	22.36	22.98	
	Biweekly	1635.00	1677.00	1723.50	
Program Co-ordinator	Hrly	25.59	27.64	29.91	
	Biweekly	1919.25	2073.00	2243.25	

\* Step D on the pay scale applies only to certain employees in the Department of Social Development classified as Human Services Counsellor III whose duties and responsibilities involve delivering services related to program referrals on an on-going basis.

\*\* Step D on the pay scale applies only to two (2) positions classified as Human Services Counsellor Supervisor in the Department of Social Development.



**INSTITUTIONAL CARE  
HOURLY & BIWEEKLY RATES  
EFFECTIVE JUNE 16, 2021**

		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
Correctional Officer I	Hrly	28.39	29.54	30.69	
	Biweekly	2129.25	2215.50	2301.75	
Correctional Officer II	Hrly	31.98	33.22	34.51	
	Biweekly	2398.50	2491.50	2588.25	
Correctional Officer III	Hrly	34.21	36.70	39.45	
	Biweekly	2565.75	2752.50	2958.75	
Human Services Counsellor II	Hrly	22.06	22.90	23.80	
	Biweekly	1654.50	1717.50	1785.00	
Human Services Counsellor III*	Hrly	25.78	26.70	27.46	28.71
	Biweekly	1933.50	2002.50	2059.50	2153.25
Human Services Counsellor Supervisor **	Hrly	28.95	30.00	31.52	32.29
	Biweekly	2171.25	2250.00	2364.00	2421.75
Laboratory Assistant	Hrly	22.49	23.06	23.69	
	Biweekly	1686.75	1729.50	1776.75	
Program Co-ordinator	Hrly	26.35	28.44	30.76	
	Biweekly	1976.25	2133.00	2307.00	

\* Step D on the pay scale applies only to certain employees in the Department of Social Development classified as Human Services Counsellor III whose duties and responsibilities involve delivering services related to program referrals on an on-going basis.

\*\* Step D on the pay scale applies only to two (2) positions classified as Human Services Counsellor Supervisor in the Department of Social Development.

**Addendum A- Addendum to the Collective Agreement**

in accordance with Article 14.01(b)\*

Respecting an Agreement

between

The Canadian Union of Public Employees  
Local 1251

and

Treasury Board, Province of New Brunswick

\*14.01(b) A compressed work week may be developed for employees, subject to the Compressed Work Week Addendum attached to this Collective Agreement.

PREAMBLE

Where a schedule providing for a compressed work week is established in accordance with the provisions of Clause 14.01(b) of the Collective Agreement, the following amendments to the Collective Agreement shall prevail for employees working such schedules. All other clauses of the present Collective Agreement not referred to in this Addendum shall remain in effect for these employees.

14.01 (b) The regular daily hours of work in each shift shall be eleven and one-quarter (11 1/4). The regular weekly hours of work shall be thirty-seven and one-half (37 1/2) averaged over one rotation of the schedule as determined by the individual department, institution or agency.

14.02 The meal period shall not be less than forty-five (45) minutes in any shift and is not considered to be hours of work.

14.03 Employees shall be entitled to two (2) scheduled fifteen (15) minute rest periods in each shift.

14.06 No employee shall be required to work more than four (4) consecutive days unless otherwise mutually agreed, with the exception of cooks in correctional institutions who may continue their present schedule.

15.01 Definition - Any hours worked in excess of the regular hours of work prescribed in Clause 14.01 (b) of this Addendum, on an employee's scheduled day off, or during an employee's vacation shall be considered overtime.

16.03 Except as provided for in Clause 15.04, no employee shall have less than twelve (12) hours off between shifts unless otherwise mutually agreed.

16.04 Does not apply to employees covered by this Addendum.

16.05 Weekends - Employees on shift work shall receive not less than thirteen (13) weekends off in a twelve (12) month period exclusive of vacation periods. A weekend off shall be Saturday and Sunday.

17.01 Holidays

(a) Subject to the main body of the agreement, in order that an employee may receive a complete shift off or complete shift pay, the Employer shall delay in giving the employee his seven and one-half (7 1/2) hours off or pay until he becomes eligible for not less than an additional three and three-quarters (3 3/4) hours off. This applies to article 17.03, 17.04, 17.05 and 17.06.

(b) Does not apply to employees covered by this Addendum.

#### 18.01 Length of Vacation

(a) An employee with less than 96 months (8 years) continuous employment shall be entitled to annual vacation with pay calculated at the rate of 9.375 hours for each full calendar month of service.

(b) Employees who have completed 96 months (8 years) continuous employment shall be entitled thereafter to an annual vacation with pay calculated at the rate of 12.5 hours for each full calendar month of service.

(c) Effective on the date of signing of this Addendum, an employee who has completed 240 months (20 years) continuous employment shall be entitled thereafter to annual vacation with pay calculated at the rate of 15.625 hours for each full calendar month of service.

18.07 Holiday During Vacations - If one of the holidays referred to in Article 17 (Holidays) falls on or is observed during an employee's vacation period, he shall be granted 7 1/2 hours off without loss of pay to be taken in accordance with the provisions of Clause 17.01(a) of this Addendum.

19.01 Amount of Sick Leave - Each employee shall accumulate sick leave credits at the rate of 9.375 hours per month for each full calendar month of continuous employment up to a maximum credit of 1800 hours.

21.05 Pay During Temporary Assignment - When an employee is assigned to perform the principal duties of a higher classification than his own for a period in excess of 16 consecutive working hours he shall be paid acting pay from the beginning of such period as follows:

- (i) where there is a single rate for the higher classification, at that rate;
- (ii) where there is more than one rate for the higher classification, at the lowest such rate which will provide an increase over his present rate of not less than five (5%) per cent;
- (iii) the Employer shall not assign more than one (1) employee for the sole purpose of avoiding payment of temporary assignment pay.

21.10 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 an employee or beneficiary a retirement allowance equal to 37½ hours' pay for each full year of service but not exceeding 937.5 hours' pay, which shall 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.

29.07 Shift - A "shift" means twelve (12) consecutive hours of work including lunch and rest periods.

In order to implement and maintain a compressed work week there must be local labour/management agreement and acceptance by the affected employees.

This Addendum can only be cancelled by mutual agreement of the parties to the collective agreement. If this Addendum is cancelled, all employees concerned will revert back to the terms and conditions of work covered by the present Collective Agreement.

DATED at Fredericton this day 14 of December 2021.

FOR THE UNION:

Chris Curran

Tara Winzar

Cindy Johnson

Cindy O'Donnell

Maurice LeBlanc

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FOR THE EMPLOYER:

Ernie Steeves

Hugh J.A. (Ted) Flemming

Jean-Yves Bernard

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**LETTER OF INTENT**  
**BETWEEN**  
**TREASURY BOARD**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**INSTITUTIONAL SERVICES AND CARE**

Re: Wage Supplement Applicable to Positions Classified as Correctional Officer I or II at the Saint John, Madawaska, Dalhousie, Shediac and Miramichi sites of the Department of Public Safety.

The parties agree that the Employer will assign one (1) employee per shift team to carry out duties in support of the Correctional Officer III (Shift Supervisor) or the Unit Manager of Operations. In recognition of these duties the Employer will offer a 5% wage supplement to the regular hourly rate of pay of the assigned employee. This wage supplement is not considered to be part of base pay and it is therefore not eligible for, nor should be included in, calculations for overtime, pension, retirement allowance, benefits or any other salary-based supplemental pay or benefit.

Notwithstanding Article 21.05, the parties agree that an employee receiving the wage supplement will not be eligible to receive acting pay even if assigned the principal duties of a Correctional Officer III or a Unit Manager of Operations in excess of two (2) consecutive working days.

The employee will receive acting pay, instead of the wage supplement, if the acting period is of such a length that the Employer assigns a replacement employee to perform the support duties to the acting Correctional Officer III (Shift Supervisor) or Unit Manager of Operations. An employee shall not receive both the wage supplement and acting pay.

If the Employer does not assign a replacement employee to perform the support duties, then the employee receiving the wage supplement will perform the acting duties without the support of a second employee.

The assigned employee will not be eligible for the wage supplement when on leave for 5 (five) or more consecutive working days.

This wage supplement is not retroactive and will become effective on the date of signing of the new Collective Agreement and shall remain in effect for the life of this agreement.

DATED at Fredericton this 14 day of December, 2021.

FOR THE UNION:

Chris Curran

Tara Winzar

Cindy Johnson

Cindy O'Donnell

Maurice LeBlanc

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FOR THE EMPLOYER:

Ernie Steeves

Hugh J.A. (Ted) Flemming

Jean-Yves Bernard

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**LETTER OF INTENT**  
**BETWEEN**  
**TREASURY BOARD**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES**  
**INSTITUTIONAL SERVICES AND CARE**

Re: the administration of the hours accumulated (Floater Days) by Correctional Officers (I, II and III) at the Department of Public Safety as a result of working a compressed work week.

With respect to the administration of the hours accumulated (Floater Days) by Correctional Officers (I, II and III) at the Department of Public Safety as a result of working a compressed work week, the parties agree to the following terms:

- (a) The twelve (12) month period to be used for the administration of the Floater Days begins on June 1.
- (b) The employee may request that Floater Days be taken at any time throughout the twelve (12) month period.
- (c) The Floater Days will be approved as per operational requirements.
- (d) Vacation Leave requests will be given priority over unscheduled floater day requests.
- (e) Seniority will be given a preference in the scheduling of Floater Days.
- (f) Changes to approved Floater Days will only be considered in the case of emergency.
- (g) Floater Days that remain unscheduled after nine (9) months will be assigned in the last three (3) months of the twelve (12) month period.
- (h) Unearned leave that has been taken will have to be repaid and reconciled upon termination or reassignment.

DATED at Fredericton this 14 day of December 2021.

FOR THE UNION:

Chris Curran

Tara Winzar

Cindy Johnson

Cindy O'Donnell

Maurice LeBlanc

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FOR THE EMPLOYER:

Ernie Steeves

Hugh J.A. (Ted) Flemming

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