

COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: TECHNICAL INSPECTION, LABORATORY AND MEDICAL

EXPIRES: February 29, 2020

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THIS AGREEMENT made this 23rd day of March 2016.

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

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

PREAMBLE

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 "Union" shall mean the New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of the Units.

1.02 "Employer" shall mean her Majesty in Right of the Province as represented by Board of Management and shall include its representatives and/or Agents.

1.03 "Bargaining Units" or "Units" shall mean: the group of employees covered by New Brunswick Certification Order, 026 PS 2e Technical Inspection and 016 PS 2a Laboratory and Medical.

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to these Units, other than a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal work week.

1.05 "Casual Employee" means an employee who is employed:

(a) on a temporary basis to respond to a temporary increase in workload;

(b) on a temporary basis to replace an absent employee; or

(c) on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

1.06 "Seasonal Employee" is an employee normally employed for more than six (6) months and less than twelve (12) months on a recurring basis and who is appointed on a plan of establishment to a seasonal civil service position. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on "Inactive Status" during the period in which the employee's services are not required. While on "Inactive Status" a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days notice of the date of termination of the employee's seasonal work period.

1.07 "Term Employee" is an employee employed for a specified period of more than six (6) continuous months.

1.08 Employees may be subdivided into the following categories:

(a) "Full-time Employees" which are those who normally work the full normal workweek; and

(b) "Part-time Employees" which are those who normally work less than the full normal workweek.

1.09 Probationary Period

(a) In accordance with the *Civil Service Act* and Regulations an employee appointed on other than a temporary basis shall be considered to be on probation from the date of his appointment for a period of six (6) months immediately following the date on which the person reports for work, provided that on or before the expiration of such period of six (6) months the Employer in writing may extend the probationary period for further periods of three (3) months, but the total probationary period shall not exceed twelve (12) months. Where no notice aforesaid is given within the six (6) month time period, the employee shall be deemed to be appointed.

(b) The probationary period for employees employed in agencies and institutions not subject to the *Civil Service Act* and Regulations shall be the same as (a) above.

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

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

1.12 Spouse shall mean a husband or wife. It shall also mean an individual who has been residing with the employee for not less than one (1) year as the employee's partner.

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

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

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

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

1.17 **"Pay Increment"** – One (1) step in the pay range.

ARTICLE 2 - APPLICATION OF AGREEMENT

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

2.02 It is recognized by the Parties that this is the only Agreement in existence, or that may be made by anyone excepting the Parties hereto, covering the terms and conditions of employment, or rates of pay applicable to the employees in the Units.

ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

3.02 Where any provincial legislation which binds the parties to this Agreement clearly specifies and directs that greater rights or benefits than are summatively in effect under this Agreement must be granted to either party, such rights or benefits shall be deemed to form part of and be applicable under this Agreement.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 026 PS 2e and 016 PS 2a apply.

ARTICLE 5 - PROVINCIAL SECURITY

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

(b) All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. The Employer recognizes and agrees that it shall exercise its functions, rights, powers and authority in a fair and reasonable manner. **(Laboratory and Medical only)**

ARTICLE 7 – UNION SECURITY

7.01 The Employer shall deduct from the wages due to every employee in these Bargaining Units an amount equal to the regular monthly dues of the Union commencing with the month following the month in which the employee was employed.

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

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

7.04 (a) The sums deducted pursuant to this Article shall be remitted to the designated official of the Union in a mutually agreed upon electronic format, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official.

(b) The monthly payment of deductions made shall be accompanied by a full list, in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number (if available), department, work location, seniority date, the amounts deducted for NBUPPE dues, pay step and classification, as follows:

1. Full-time employees
2. Part-time employees
3. Temporary employees
4. Seasonal employees
5. Casual employees
6. Employees seconded into the Bargaining Units

This list will also include the number of hours paid to each employee during the month deductions were made. This list will be supplied monthly.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular bi-weekly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Union, after which such changed amount shall be the amount to be deducted. The Parties agree that no more than one change in dues will be processed during any calendar year.

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

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

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

ARTICLE 8 - COMMUNICATIONS

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

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

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

8.02 The Employer shall continue to make space available on the existing bulletin boards on which the Union may post notices of meetings and other notices of interest to employees.

8.03 Copies of Agreement

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

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

(c) It is understood that both the English and French text 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.

(d) The printing of the bilingual Agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for twenty five percent (25%) of the cost of printing.

ARTICLE 9 - NO DISCRIMINATION

9.01 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.

9.02 Both parties recognize that the *Human Rights Act* applies to this Agreement.

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee. For the duration of the administrative period of the Collective Agreement, the Committee shall be comprised of the negotiation team for each party. Every reasonable effort will be made to ensure continuity of team members.

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

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

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

11.05 Should the Committee fail to reach agreement on a matter of interpretation or settlement of a dispute either party may pursue other avenues for settlement of the dispute available through the Agreement or under the *Public Service Labour Relations Act*.

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

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

11.08 The Employer shall ensure that all employees and the Union are notified of any policy which effects their terms and conditions of employment. Any such policy may be referred to the Employer-Employee Relations Committee.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the employee's

Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

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

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

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

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present the employee's grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to the employee's immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of the employee's grievance within fifteen (15) working days from the date on which the employee presented the employee's grievance at the final level, the employee may refer the employee's grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which the employee should have received a reply from the person designated as the final level.

Grievance Procedure:

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
FIRST	20 Working Days after the alleged grievance has arisen or has come to their attention	Person designated by the Employer	10 Working Days from receipt of written grievance
SECOND	10 Working Days from receipt of reply from first level or date reply should have been received	Person designated by the Employer	10 Working Days from receipt of written grievance
THIRD	10 Working Days from receipt of reply from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05(20 working days.)	Person designated by the Employer	15 Working Days from receipt of written grievance

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

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

12.05 Both parties may mutually agree in writing to extend the time limits specified herein.

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

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

ARTICLE 13 - ADJUDICATION

13.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

- (a) the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

13.02 Where a grievance that may be presented by the employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, the employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

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

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

13.04 An adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

ARTICLE 14 - DISCIPLINE

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

14.02 (a) No employee who has successfully completed his probationary period shall be disciplined except for just cause.

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

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

14.04 Failure of the Employer to provide such written reasons within the time period required by Clause 14.03 shall result in immediate reinstatement of the employee.

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

14.06 The employee shall, when grieving a disciplinary action, state the clause or clauses of this Agreement which the employee alleges have been contravened by the Employer. The consideration of the grievance, including adjudication, shall be limited to such Article or Articles which the employee has so alleged to have been contravened.

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

14.08 A suspension without pay or discharge shall be effective on the date that the employee is given oral notice or on the date specified in notice in writing given by personal service or by registered mail or by certified mail, but in the case of written notice shall be no later than the date notice is received by the employee.

14.09 For the purposes of this Article 14, 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 relating to the assessment of his or her conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

14.10 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

14.11 Where the Employer pre-arranges a meeting with an employee for the purpose of discussing impending disciplinary action as per 14.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option and within reasonable time limits, arrange to have a Union representative attend the meeting.

14.12 The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware two (2) calendar weeks prior to the time of said hearing.

14.13 An oral reprimand shall not be recorded on an employee's records and the Employer is not to provide an employee with written reasons for such disciplinary action.

14.14 The Employee will be provided with a copy of all documents entered in his file. No document entered without his knowledge may be used against that employee.

ARTICLE 15 - SENIORITY

15.01 When an employee has completed his probationary period, his seniority shall date back to his commencement date within the bargaining unit.

15.02 (a) Where an employee is promoted or transferred out of the Bargaining Unit and is later returned, he shall return to the employee's former or a higher classification and shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

(b) A member of the Bargaining Unit who is requested to act in a non-bargaining unit position for a period of less than eighteen (18) months shall retain his/her seniority and continue to accumulate seniority while he/she is in such a position. Following an eighteen (18) month period in such a position, the employee's seniority shall be retained but not accumulated. While acting in the non-bargaining position the employee shall continue to pay Union dues.

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

- (a) he is on approved leave of absence;

- (b) he is absent from work while drawing Workers' Compensation Benefits;
- (c) he has been discharged or suspended without pay and reinstated; or
- (d) he is laid off for a period not in excess of twelve (12) months.

15.04 An employee who:

(a) is on approved leave of absence without pay which exceeds one-half (1/2) the number of working days in any month;

- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage;
- (d) as a seasonal employee is on inactive status; or
- (e) is laid off,

shall not accumulate seniority during such period.

15.05 The Employer shall prepare seniority lists of employees in each Bargaining Unit in the Collective Agreement by Department or Corporation and shall make these lists available to the Union, in a mutually agreed upon secure electronic format, during January of each year. The list(s) shall include the classification, continuous service date, employee status, days of accumulated seniority for each employee and Region or District of employment.

ARTICLE 16 - COMPETITIONS AND APPOINTMENTS

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

16.02 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically or in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater.

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

- (a) a description of the position;
- (b) the location of the position;
- (c) the required qualifications; and
- (d) the wage rate or range.

16.04 Where the Employer decides to fill a vacant position in Departments/Agencies not covered by the *Civil Service Act*, such position shall be filled on the basis of skills, qualifications and ability as between competing applicants. Where an employee who is not governed by the provisions of the *Civil Service Act* wishes to appeal the filling of a vacant position, such matter shall be made subject to the grievance procedure and referable to adjudication for resolution.

16.05 If an employee within the Bargaining Unit is promoted or transferred to another position covered by this collective agreement and proves unsatisfactory in the new position during the probationary period the Employer will make every reasonable effort to return the employee to his former position or its equivalent at his former salary. **(Technical Inspection only)**

16.06 (a) All vacant positions classified as Commercial Assessor, Senior Valuation Specialist, Heavy Industrial Specialist and Assistant Manager in the unit, which the Employer has decided to fill, shall be filled by competition. Such competition shall be in-service, and where qualifications, skill and ability are relatively equal, employees in the Bargaining Unit shall be given preference. Where it can be demonstrated that no qualified in-service applicants exist such competition may be opened to the public. **(Technical Inspection only)**

(b) Before posting of a competition for a vacancy for positions classified as Assessor I, Residential Assessor I and Residential Assessor II, the Employer shall where operational requirements permit, give preference to a present employee to transfer to the vacancy, provided: **(Technical Inspection only)**

- (i) the transfer is within the same classification or lower and the same department or agency; and **(Technical Inspection only)**
- (ii) the employee has on record with his Employer a statement in writing indicating his desire to transfer to the specific location of the vacancy; and **(Technical Inspection only)**
- (iii) the cost of the transfer shall be borne by the employee at no cost to the Employer. **(Technical Inspection only)**
- (iv) Where more than one present employee within the unit applies to transfer to a vacant position, then that position shall be awarded on the basis of merit. **(Technical Inspection only)**

ARTICLE 17 - LAYOFF AND RECALL

17.01 A layoff for the purpose of this Agreement shall be defined as a termination of employment because of lack of work or because of the discontinuance of a function.

17.02 In the event of a layoff, the Union and Employer shall meet and discuss the appropriate manner of effecting this layoff, including what displacements, if any, will occur and what recall rights the affected employee(s) may have.

17.03 Where layoffs occur in the Bargaining Unit, employees shall have the rights and protections provided under the *Civil Service Act* and Regulations.

17.04 The parties recognize that pursuant to section 63(2) of the *Public Service Labour Relations Act* that when conflict occurs between the provisions of this article and the *Civil Service Act*, the *Civil Service Act* shall prevail.

17.05 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series within the district or region of the department or agency where the lack of work or discontinuance of a function has occurred.

17.06 Prior to laying off a full-time, part-time or seasonal employee, the Employer shall first release a casual person, casual employee or term employee provided the employee identified for layoff has the qualifications, skills and ability to satisfactorily perform the work of the individual to be released.

17.07 Subject to Section 63(2) of the *Public Service Labour Relations Act*, employees shall be recalled in the reverse order they were laid off. Recall shall be subject to the employee having the qualifications, skills and ability to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to

hiring of new persons, in other classifications if they are qualified, have the skills and ability to perform the work available.

17.08 For employees not covered by the provisions of the *Civil Service Act*:

(a) Where the Employer intends to layoff an employee in the Bargaining Unit, the Employer shall provide the employee with at least two (2) months notice in advance of such layoff.

(b) Such laid off employees shall be recalled to fill any positions for which they are qualified before new employees are hired to fill any positions in the Bargaining Unit. This provision is in effect for a period not to exceed twelve (12) months from time of layoff.

(c) In addition to the protections and rights under 17.08 (a) and (b) above, reverse seniority shall apply to layoffs. For the purposes of lay off and bumping rights, seniority shall be computed on the basis of length of service within the bargaining unit and in the case of equal seniority within the department, corporation or agency. Bumping rights shall be limited to bumping within the employee's Department Corporation or Agency and within the same classification series. That is, employees with less seniority shall be laid off before employees with greater seniority in that classification or a higher classification by department, corporation or agency provided the employee with greater seniority is willing to move to the lower classification and is qualified to do the job.

(d) Notwithstanding 17.08 (c) hereof, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

17.09 Seasonal Inactive Status and Recall

In the event of seasonal civil servants being placed on inactive status, reverse seniority shall apply: that is employees with less seniority in a classification or a lower classification shall be placed on inactive status before employees with greater seniority in that classification or a higher classification provided the employee with the greater seniority is willing to move to the lower classified job, except that no one may claim on the basis of seniority work in an occupation for which he is not qualified or does not have the required ability.

In no case will an employee classified as a seasonal civil servant exercise seniority rights until seniority rights of regular employees have been exhausted.

In the event of recall, employees shall be recalled in order of seniority provided they are qualified and have the required ability.

When the Employer intends to place a seasonal civil servant on inactive status the employee shall be given not less than ten (10) working days written notice. This clause does not apply to seasonal civil servants recalled for short duration of less than ten (10) days for purposes of training.

During the two-week inactive status that may be required each year to maintain seasonal civil service status, a seasonal employee shall not be able to exercise his recall rights.

For the purpose of this sub-article, Department seniority shall apply and the unit of operation shall be the Head Office Branch or District.

ARTICLE 18 - HOURS OF WORK

18.01 The normal hours of work for employees in this Collective Agreement shall be thirty-six and one-quarter (36 1/4) per week exclusive of lunch period, five (5) days per week, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive.

18.02 Where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-quarter (36 1/4). Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

18.03 The hours of work for employees working without direct supervision shall not be restricted but the workload for these employees shall not exceed that which can normally be completed in a thirty-six and one-quarter (36 1/4) hour work week. **(Technical Inspection only)**

18.04 Where operational requirements permit, existing work hour patterns shall not be changed without adequate notice to the employees. **(Technical Inspection only)**

18.05 Notwithstanding Sub-article 18.01, individuals in some classifications may be expected to work irregular hours. **(Technical Inspection only)**

18.06 Employees shall be entitled to two (2) fifteen-minute (15) rest periods for each shift worked. **(Laboratory and Medical only)**

18.07 Employees shall be entitled to two (2) ten-minute (10) rest periods for each shift worked. **(Technical Inspection only)**

ARTICLE 19 - OVERTIME

19.01 Overtime shall be:

(a) except for those employees covered by clause 18.02, all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;

(b) all authorized time worked on an employee's day off.

19.02 Where operational requirements permit, overtime must be authorized in advance by the Employer.

19.03 At the option of the employee, and where operational requirements permit, overtime shall be paid on the basis of:

(a) one and one-half (1-1/2) times the employee's regular hourly rate for an overtime hour worked, or

(b) straight time off (one (1) hour off for an overtime hour worked) plus one-half (1/2) the employee's regular hourly rate for an overtime hour worked, or

(c) time and one half (1 1/2) off.

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

ARTICLE 20 - PREMIUM PAY

20.01 Stand-by

(a) "Stand-by" means any period of time during which, on the instructions of Management, an employee is required to be available for work. **(Laboratory and Medical, & Public Health Inspectors only)**

(b) An employee required to serve on authorized stand-by duty will be compensated at the rate of \$2.00 per hour for each hour on stand-by. **(Laboratory and Medical, & Public Health Inspectors only)**

20.02 Where an employee:

- (a) is on stand-by and is called in to work, or
- (b) is not on stand-by and is called in to work, or

(c) is scheduled to work overtime when such overtime does not continuously precede or follow the employee's normal work schedule,

such employee shall be paid a minimum of three (3) hours pay at the overtime rate for each such return to work. However, the maximum hours of pay for any eight (8) hour shift shall be eight (8) hours at the overtime rate. **(Laboratory and Medical, & Public Health Inspectors only)**

20.03 Telephone work - When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for two (2) hours at the overtime rate or the actual time worked at the overtime rate, whichever is greater. Such compensation shall not be claimed more than once during each twenty-four (24) hour standby period. Telephone calls that result in a callback are exempt from this Article. Employees shall retain a log of calls received and time spent. **(Public Health Inspectors only)**

20.04 An employee who is called into work under 20.02 (a) or (b) shall be paid a transportation allowance of actual taxi fare to a maximum of \$5.00 each way between the employee's residence and place of work. An employee using a privately owned vehicle may also claim this allowance based on the equivalent of actual taxi fare between the employee's residence and place of work, not to exceed \$5.00 each way. **(Laboratory and Medical only)**

20.05 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three (3) hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours after completion of the stand-by shift before reporting to carry out his regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, he shall not lose any pay for hours not worked during his regular shift as a result of the overlap period. **(Laboratory and Medical only)**

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

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

21.02 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the pay shall be determined in relation to the points allocated to the classification in the evaluation process as agreed between the Employer and the Union. The Employer may set an interim wage rate for such classification.

21.03 (a) Where an employee feels that the employee has been incorrectly classified, the employee may submit the matter for review to the Joint Maintenance Committee for determination. A decision of the Joint Maintenance Committee shall be final and binding.

(b) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee.

(c) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee and provide a decision that is final and binding.

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

21.05 Anniversary Dates:

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

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

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

21.06 Merit Increases:

(a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date may be granted an increase of up to five (5) pay increments in the pay scale, not to exceed the control point maximum.

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

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

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

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

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

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

21.07 Rate of Pay on Promotion, Demotion, Transfer

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

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

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

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

(i) Where an employee is appointed to a position having a lower control point maximum, or the employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay until such time the control point maximum of the new classification reaches the employee's current rate of pay.
(Technical Inspection)

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

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

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

21.08 Acting Pay

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

(b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

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

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

21.09 Re-earnable Increments

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

(b) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Deputy Head. Such re-earnable increments are not to exceed the equivalent of four (4) pay increments.

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

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

21.10 Travel Regulations

The Travel Policies as amended by the Board of Management from time to time shall apply.

21.11 Dues

(a) Employees covered by the provisions of this Agreement shall be reimbursed by their respective Departments for the dues paid by them to any Association or organization, the eligibility of membership in which is established as a necessary special requirement or prerequisite for employment. **(Laboratory and Medical only)**

(b) The Employer agrees to continue its present policy respecting the payment of Trades Certification fees, dues and subscriptions to Professional Societies and Organizations. **(Technical Inspection only)**

(c) In the application of 21.11(b) above when, in the opinion of the Employer, an employee fails to continue approved courses or other educational programs sponsored by such Societies or Organizations or fails to participate actively in other programs sponsored by such Societies and Organizations, the Employer may, after notice to the employee, discontinue payment of dues, fees and/or subscriptions. Such discontinuance may be made the subject of grievance and referable to adjudication. **(Technical Inspection only)**

(d) During the term of this Agreement should the Employer initiate a mandatory course(s) for employees who have been accredited as per their respective classification series, failure to successfully complete such course(s) shall not be grounds to demote an employee or to deny employees their anniversary increment.

ARTICLE 22 - HOLIDAYS

22.01 (a) Employees shall have the following holidays off without loss of pay:

- (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 observed as a Provincial or National Holiday.
- (b) Employees shall have the following days off without loss of pay, for Christmas Day and Boxing Day;
- (i) when Christmas Day is 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, 25th and 26th of December; or
 - (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24th through to the 27th of December, inclusive.

22.02 In order to receive holiday pay an employee must have worked the workday before and the workday after the holiday, unless the employee was on authorized leave with pay. Article 22.01 shall not apply to an employee during any period the employee is on leave of absence without pay, absent without leave, or under suspension.

22.03 When a day designated as a holiday under clause 22.01 coincides with an employee's day off, that employee shall be granted another day off without loss of pay in lieu of the holiday.

22.04 (a) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half (1 ½) times his/her hourly rate in addition to his/her regular pay for the day. **(Technical Inspection only)**

(i) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half (1-1/2) times his hourly rate in addition to his regular pay for the day and shall be granted another day off with pay in lieu of the holiday. **(Laboratory and Medical only)**

(b) Where the Employer schedules an employee to work on a regular shift on a holiday or to remain on stand-by, the employee shall be compensated by payment for the hours of work performed at the overtime rate and the employee shall have his holiday rescheduled. **(Laboratory and Medical only)**

(c) Where the Employer requires an employee to work on Christmas or Boxing Day, that employee shall be compensated by payment for the hours of work performed at two (2) times the employee's regular rate of pay, in addition to the regular day's pay as provided for in Article 22.01. **(Technical Inspection only)**

22.05 Where a day that is a designated holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

22.06 Except in the case of events which the Employer through proper diligence could not have reasonably foreseen, the Employer shall provide at least five (5) working days notice to an employee who will be required to work on a designated holiday.

The Employer undertakes to advise contractors of the Employer's commitment to its employees by virtue of Article 22.06.

22.07 Employees whose days of rest do not fall on Saturday and Sunday shall be granted time off at Christmas which is equivalent to that granted to other employees.

ARTICLE 23 - VACATIONS

23.01 The vacation leave credit:

(a) for employees with less than eight (8) consecutive years employment shall be one and one-quarter (1 1/4) days per calendar month; and

(b) for employees with eight (8) or more consecutive years employment shall be one and two-thirds (1 2/3) days per calendar month; and

(c) for employees with twenty (20) or more consecutive years employment shall be two and one-twelfth (2 1/12) days per calendar month.

23.02 Subject to clause 23.04, each employee shall earn vacation leave credits for each full calendar month of employment. An employee who commences employment on or before the fifteenth (15th) of the month shall be

eligible to begin accumulating vacation credits for that month. An employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation credits the following month.

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

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on a leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits.

23.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty, not in violation of Article 14 (Discipline) exceeds one-half (1/2) the number of working days in any month, no vacation credits shall accumulate for that month but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

23.05 (a) Vacation shall be taken at a time authorized by the Employer and where operational requirements permit, at the time requested by the employee. Such request for vacation shall not be unreasonably withheld.

(b) Preference for vacation shall be on the basis of seniority. **(Laboratory and Medical only)**

(c) Employees shall notify the Employer in writing prior to April 15th of their preference for vacation dates. Where a scheduling conflict occurs between two (2) or more employees for the same vacation period, operational requirements shall determine the vacation schedule. A written response shall be provided to each individual by May 30th. Following May 30th, any requests for leave will be responded to within ten (10) working days.

23.06 Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year at the sole discretion of the Employer. An employee who wishes to carry the employee's vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiration of the calendar year in which the employee ordinarily would take the vacation sought to be carried forward.

Where the employee has not used up the employee's vacation in one (1) year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may have been earned and not taken in the previous years, provided they were carried over.

23.07 Every person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but to which the employee was not entitled and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

23.08 An employee whose employment is terminated for any reason shall be paid with the employee's final pay an amount of money equivalent to any vacation which may have accrued to the employee's benefit in accordance with Article 23.01 above.

23.09 An employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted equivalent time off with pay up to a maximum of seven and one-quarter (7 1/4) hours or eight (8) hours, depending on the employee's normal hours of work.

23.10 Seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 23.01 only after the completion of an amount of time equivalent to the number of years normally worked by full-time employees.

ARTICLE 24 - SICK LEAVE

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

24.02 Each employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits for that month.

24.03 Each employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits the following month.

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (1/2) 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 accumulated prior to such leave or suspension from duty.

24.05 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; and
- (d) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

24.06 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 (1/2) day may be deducted as one-half (1/2) day, absence for more than one-half (1/2) day but less than one (1) full day may be deducted as a full day.

24.07 An individual employee may be required by the Employer to produce a Doctor's certificate for any period of absence in excess of three (3) consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the employee's Department may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

24.08 An employee who is absent from work on account of sickness or accident who wishes to use the employee's sick leave credits for such absence, must notify the employee's immediate Supervisor as soon as possible.

24.09 Where a deduction from salary is to be made pursuant to clause 24.07 hereof, the employee is to be so informed as soon as possible and the deduction shall be made if possible within sixty (60) days.

24.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee. This request shall not be unreasonably denied.

24.11 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with clause 24.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time he ceased to be an employee.

(b) The parties agree that failure to comply with 24.11(a) above are grounds for the Employer to withhold any wages or other monetary benefits owing in an amount sufficient to reimburse the Employer the amount owing the Employer pursuant to Article 24.11(a).

24.12 An employee who becomes ill 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 the time of illness.

ARTICLE 25 - MATERNITY LEAVE

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

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

25.03 Duration of Leave

Maternity leave shall commence six (6) weeks before the anticipated delivery date unless granted earlier than six (6) weeks or deferred. The Employer may require the employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties. A medical certificate may be required. Maternity leave shall expire not later than eleven (11) weeks after delivery date unless the six (6) weeks she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the eleven (11) weeks after the delivery date.

25.04 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. An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

25.05 Supplementary Unemployment Benefit - An employee with one (1) 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.

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

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance Maternity Benefits, an allowance of seventy-five percent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and

(b) payments equivalent 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 earned during this period.

25.07 "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.

25.08 An applicant under Clause 25.05 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.

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

25.10 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 25.03.

25.11 During the period of up to seventeen (17) weeks only specified in 25.03 hereof:

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

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

25.12 An employee granted extended maternity leave pursuant to Clause 25.10 hereof may, where permissible under relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

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

25.14 When an employee on maternity leave wishes to return to work earlier than provided for under 25.03, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

25.15 Subject to Article 25.10 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

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

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

25.18 Child Care Leave

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

(b) The thirty-seven (37) week child care leave period referred to in 25.18 (a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

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

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

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

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

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

(h) During the period of child care leave of up to thirty-seven (37) weeks only specified in clause 25.18 (a) thereto:

- (1) an employee continues to earn seniority and continuous service credits based on what her/his regular hours of work would have been;
- (2) where an employee participates in group insurance plans of the Employer, such an employee may, if permissible under the relevant plan, continue contributions, including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums. (**Laboratory and Medical**);
- (3) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans. (**Technical Inspection only**);
- (4) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half (1/2) the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in clause 25.18(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

25.19 Subject to Clause 25.18(a) above, an employee on child care leave who does not return to work at the expiry of such leave, shall be considered to have resigned his/her position.

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

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

25.22 Subject to Article 25.18, the total number of weeks an employee is eligible for parental leave may be shortened or lengthened by mutual agreement between the Employer and the employee.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 26.04.

26.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relative living in the employee's household. Additional bereavement leave may be granted under Article 26.04.

26.03 (a) An employee shall be granted three (3) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's aunt, uncle, niece or nephew.

(b) An employee shall be granted one (1) working day leave of absence, to attend the funeral, in the event of the death of the employee's ex-spouse, without loss of salary or benefits.

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

26.05 Pallbearer Leave

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

26.06 If an employee is on vacation leave at the time of bereavement, the employee shall be permitted to substitute bereavement leave so as not to use that portion of his vacation leave.

ARTICLE 27 - COURT LEAVE:

27.01 A Deputy Head shall grant leave with pay to an employee who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before the Senate or House of Assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or

- (iv) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

27.03 Paid court leave shall not be granted,

- (a) to an employee when the court or similar proceedings have been initiated by himself;
- (b) to an employee to attend court or similar proceedings to which the employee is made a party and which are not associated with the employee's employment;
- (c) to an employee on leave of absence without pay or suspension.

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

ARTICLE 28 - EDUCATIONAL LEAVE

The existing Education Leave Provision as prescribed in Schedule C shall continue in force and shall apply to employees in the Bargaining Units.

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

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

28.01.02 An employee who is granted long term or special educational leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

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

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

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

28.01.06(1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carryover of vacation leave credits is permitted where educational leave is granted for a period of twelve (12) months or more.

28.01.06(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

28.01.07(1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special education leave.

28.01.07(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

28.01.08(1) Short term educational leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of thirty (30) working days or less.

28.01.08(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

28.01.09(1) An employee may be granted a tuition refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

28.01.09(2) Where an employee is eligible for a tuition refund, the employee may also be granted:

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

28.01.10(1) An employee may be granted long term educational leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of thirty (30) working days.

28.01.10(2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the cost of the following expenses:

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

28.01.11(1) An employee may be granted special educational leave when selected by Government to attend École Nationale D'administration, École National D'administration Publique, National Defense College or a similar institution.

28.01.11(2) Subject to 28.01.07(1) an employee may be granted financial assistance to help cover the following expenses;

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

28.02 Subject to the educational leave provisions prescribed in Article 28.01, the parties agree that:

where an employee is directed to take training on a full-time basis the employee shall continue to be paid the employee's regular salary, and the employee shall be reimbursed for all reasonable expenses connected with the employee taking the course and any examinations connected therewith.

28.03 It is recognized by the Parties that second language instruction is of benefit to both the Employer and the employee. Where an employee requests leave for the above and such request is approved by the Employer or where an employee is required by the Employer to take second language training the employee shall:

- (a) be granted leave without loss of his/her regular pay and;
- (b) be reimbursed for tuition and reasonable travel expenses.

ARTICLE 29 - LEAVE FOR UNION BUSINESS

29.01 Meetings During the Grievance Process

- (a) Time off for Liaison Officers

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

- (b) Employee presenting a Grievance

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

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

- (c) Employee who acts as a Representative

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

- (d) Grievance Investigations

Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of an employee organization wishes to discuss the grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes

place in his district and leave without pay when it takes place outside his district, but with salary maintained and reimbursed by the Union.

- 29.02 (a) Liaison Officers: The Employer recognizes the functions of the Liaison Officer include:
- (i) servicing complaints or grievances on behalf of the members of the Bargaining Unit;
 - (ii) receiving from the Employer and on behalf of the members in the workplace, information regarding Employer policies, etc., which affect employees.

(b) Each workplace will inform the Employer in writing of the name of the Liaison Officer(s) and provide an update from time to time.

29.03 Liaison Officers shall be entitled to leave their jobs with their supervisor's permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay, will give their supervisor an explanation of their absence. Employees shall not suffer a loss of regular pay while attending these duties.

29.04 The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a collective agreement is in effect and to inform the new employee of the name and location of their Liaison Officer. If the Liaison Officer ordinarily works in the same workplace as a new employee, the Employer shall grant the Liaison Officer reasonable time, to a maximum of (30) minutes, to introduce the new employee to the Union. In the case of multiple new employees in the Liaison Officer's workplace, the Liaison Officer will make all reasonable attempts to meet with the new employees as a group, in which case the total time of the meeting will not exceed thirty (30) minutes. The introduction of new employees will occur when operational requirements permit.

29.05 Liaison Officer training courses: Where operational requirements permit, the Employer will grant leave without pay up to two (2) days to a reasonable number of employees who work in the capacity of the Liaison Officer on behalf of the Union to undertake training related to the duties of the Liaison Officer. The Employer will maintain the salary and benefits of the employee during such leave and the Union shall reimburse the Employer.

29.06 Contract Negotiations Meetings

Where operational requirements permit the Employer will grant leave without pay to a reasonable number of employees to attend contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Union will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

29.07 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Union will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

29.08 Meetings Between Employee Organizations and Management

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

29.09 Employee Organization Executive Council Meetings, Annual General Meetings and Conventions

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend employee organization Executive Council meetings, Annual General Meetings and Conventions.

29.10 The Union President

A leave of absence without pay for up to two (2) years shall be granted to a member of the New Brunswick Union of Public and Private Employees elected or appointed to a full-time position with the Union or any body with which the Union is affiliated. Such leave may be extended for a further two (2) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject the following conditions:

- (a) At least sixty (60) days notice of intention to return to work shall be given to the Employer;
- (b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they should be placed in a comparable position in the same department. The first available vacancy in their former workplace, in the same classification and same employment status will be awarded to the employee without the necessity of posting;
- (c) Any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay those of the Employer;
- (e) The employee's seniority shall continue to accrue.

ARTICLE 30 - OTHER LEAVES OF ABSENCE

30.01 Examination Leave

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

(b) Where an employee has taken an authorized educational course, at the request of the Employer, the employee shall be reimbursed for all reasonable expenses incurred by him for the purpose of attending any and all interviews and/or examinations for accreditation by the recognized Professional Society, Educational Body or Institution. Where there is a choice, the date and location of the employee's attendance will be at the discretion of the Employer.

30.02 Conference Assignment

Where the Employer assigns an employee to attend a conference or seminar, payment of the employee's reasonable expenses may be approved by the Employer in accordance with Article 21.10.

30.03 Leave for Other Reasons

At the discretion of the Employer, special leave with pay may be granted when circumstances not directly attributable to the employee including illness in the immediate family or scheduling of medical or dental appointments prevents the employee from reporting for duty. Such leave will not be unreasonably denied.

30.04 (a) The Employer may at its discretion grant leaves of absence without pay to an employee. Such leave will not be unreasonably denied.

(b) The Employer may at its discretion and upon such terms as it deems advisable grant leave of absence with pay to an employee.

30.05 Secondment Leave

(a) Prior to an employee being seconded to a position outside the Technical Inspection and Laboratory and Medical Bargaining Units, or an employee in a different Bargaining Unit being seconded to a position in the Technical Inspection and Laboratory and Medical Bargaining Units, the Employer and the Union shall enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority and grievance/adjudication process.

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

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

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

30.06 Compassionate Care Leave

Employees in the Bargaining Unit shall have the right to apply for compassionate care leave without pay subject to the provisions of the *Employment Standards Act* as amended from time to time.

ARTICLE 31 - HEALTH AND SAFETY

31.01 (a) The Employer shall continue to make reasonable provisions for the health and safety of its employees during their hours of employment.

(b) Protective devices, protective clothing and other equipment deemed necessary by the *Occupational Health and Safety Act* to protect employees properly from injury, other than those of personal nature, shall be supplied by the Employer.

31.02 It is mutually agreed that both the Employer and Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

31.03 (a) An employee required to wear safety footwear shall, upon proof of purchase, be reimbursed by the Employer for the actual cost of C.S.A. approved footwear up to a maximum of:

- (i) \$90.00 per fiscal year or;
- (ii) \$180.00 over a two consecutive fiscal year period.

This would be effective the date of signing.

(b) The Employer agrees to reimburse each employee on the basis of uniforms and laboratory coats or other appropriate clothing and footwear purchased up to \$125.00 per employee per fiscal year, provided that such clothing is in keeping with professional appearance and the employee submits acceptable proof of purchase to the Employer. The Employer will launder uniforms and laboratory coats. **(Laboratory and Medical only)**

(c) Where the Employer requires an employee to wear specific uniforms, such uniforms will be supplied by the Employer.

(d) Every effort will be made to provide summer issue clothing by May fifteenth (15th) and winter clothing by September fifteenth (15th) of each year.

(e) The Employer agrees to clean and repair issued clothing in accordance with current practices.

31.04 An employee required to wear safety prescription glasses, shall be reimbursed by the Employer to the extent of one half (1/2) the cost of CSA (Industrial) approved lens and frames.

ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS

32.01 Health and Dental Plans

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

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

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

32.02 Injured on Duty

All of the persons in the Unit shall be covered by the provisions of the *Workers' Compensation Act*, of the Province of New Brunswick.

An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the WorksafeNB during the employee's period of total temporary disability.

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

For the purpose of this Article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payments, these payments shall be deemed to form part of the Workers' Compensation Board benefits.

32.03 Group Life Insurance

(a) The Employer shall cooperate with the Union to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Union for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at present.

32.04 Retirement Allowance

(a) Subject to the limitations in Articles 32.04(c) and (d) and 30.05 below, when an employee with a continuous service date falling before March 31, 2016 and 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 of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial years of service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay. Such allowance for seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

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

(i) retires at age fifty-five (55) (or later) ; or

(ii) is granted under the Public Service Shared Risk Plan

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

(c) Where an employee with a continuous service date falling before March 31, 2016 dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, their beneficiary, or estate as the case may be.

(d) The retirement allowance will be discontinued effective March 31, 2016 as follows:

(i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.

(ii) Employees with a continuous service date falling before March 31, 2016 shall retain the full years of continuous service, and prorated credit for partial years of service, accumulated up to March 31, 2016 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2016 for the purpose of calculating the retirement allowance.

32.05 Payment of Retirement Allowance

(a) Any employee with a continuous service date falling before March 31, 2016 and who therefore remains eligible for a retirement allowance may select one of the following two (2) options for the payment of their retirement allowance earned up to March 31, 2016:

(i) an immediate single lump sum payment based on the employee's full years of continuous service and the prorated amount for each partial years of continuous service and regular rate of pay on March 31, 2016; or

(ii) a single lump sum payment deferred to the time of the employee's retirement based on the employee's full years of continuous service and the prorated amount for each partial years of continuous service on March 31, 2016 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.

(b) The immediate lump sum payment option in (a)(i) is also available to employees with a continuous service falling before March 31, 2016 and who have not yet accumulated five (5) years or more of continuous service.

- (c) An employee who selects an immediate lump sum payment under (a)(i) will not be eligible for any further retirement allowance payment at their retirement.
- (d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full and partial years of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after the date of signing of the Collective Agreement.
- (e) Employees will have until September 30, 2016 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by September 30, 2016, they will be deemed to have deferred their payment until retirement.
- (f) At the written request of an employee, payment of retirement allowance in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one payment in each of the two (2) taxation years.

32.06 Layoff Allowance

- (a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after March 31, 2016 for all employees.
- (b) When an employee is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full year of continuous service and the prorated credit for partial years of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.
- (c) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be.

32.07 Liability Protection

Employees shall be covered by the Employers Personal Liability Protection Policy as stated in Board of Management Minute 98.0551 and as amended from time to time.

32.08 A seasonal employee shall accumulate service credits for retirement allowance on a prorated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees.

ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS

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

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance
- (v) statutory holiday.

(b) All other leaves are applicable on a pro-rated basis.

33.02 Notwithstanding Article 22, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

33.03 Notwithstanding Article 21.06, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

33.05 Part-time employees who do not qualify for the Public Service Shared Risk Pension Plan may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from Employer and employee up to four and one half percent (4.5%).

ARTICLE 34 - PORTABILITY

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

(a) an employee is entitled to transfer unused sick leave credits to a maximum of two hundred and forty (240) days credit;

(b) an employee is entitled to transfer unused vacation leave credits.

(c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;

(d) an employee shall be entitled to transfer the employee's accumulated pension credits to any other pension plan that is applicable upon the employee's becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 35 - TECHNOLOGICAL CHANGE

35.01 Technological change means the introduction of equipment or material of a different technical nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment or material.

35.02 When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the Bargaining Unit the Employer agrees to notify the employees and the Union at least four (4) months in advance of such intention.

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

35.04 If, after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. Should technological change result in layoff of an employee, the affected employee shall be laid off in accordance with the layoff provisions of this Agreement.

ARTICLE 36 - MERGER AND AMALGAMATION

36.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the Bargaining Unit, the employer agrees to notify in writing the employees and the Union at least one hundred and twenty (120) calendar days in advance of the implementation of such change.

36.02 Discussion will commence between the parties within ten (10) days of such notice. The Employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the Bargaining Unit. Any employee affected by such take over shall be offered alternate employment, if available with their present employer or another institution, agency or department covered by this agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this agreement.

36.03 Where a new operation is planned to replace an existing one, current employees will be given preference in filling available positions provided they have the ability, qualifications and skills to do the work.

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

36.05 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence the employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the layoff provisions of this agreement.

ARTICLE 37 - DURATION AND TERMINATION

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning December 1, 2014 and ending February 29, 2020 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiations 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 renewal thereof.

37.02 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force until such time as an agreement has been signed 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*.

ARTICLE 38 - RETROACTIVITY

38.01 Unless otherwise stated in the agreement, all new wages are retroactive as per the salary schedules listed in this Collective Agreement.

38.02 (a) All present employees are entitled to retroactive pay for all paid hours.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired after the expiry date of the previous Collective Agreements (s); employees who were laid off prior to the date of signing; and employees on approved leave of absence on the date of signing.

38.03 Other employees who were employed on the date of expiration of the previous Collective Agreement(s) and who are not employed on the date of signing of this agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the employer within forty-five (45) calendar days from the date of signing of this Collective Agreement.

38.04 All other changes are effective on the date of signing of the Collective Agreement otherwise specifically stated in the Agreement.

IN WITNESS WHEREOF, the parties have signed this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

Shawn Dubé

Eric Nowlan

Joël - André Hachey

Lesley Wilbur

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2014 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1181	1196	1210	1224	1238	1252	1267	1283	1299	1315	1331	1346	1362	1378	1395	1413	1429	1445	1462	1480	1498	1518	1535	1553
Pay Group 2	1286	1310	1332	1355	1379	1404	1428	1452	1477	1504	1531	1557	1584	1613	1640	1668	1698	1728	1758	1788	1810	1833	1854	1875
Pay Group 3	1519	1544	1570	1599	1627	1654	1683	1715	1744	1773	1805	1837	1868	1901	1935	1968	2003	2038	2073	2111	2136	2162	2188	2214
Pay Group 4	1840	1861	1884	1905	1929	1948	1973	1998	2022	2050	2071	2098	2128	2155	2176	2205	2231	2254	2284	2307	2334	2367	2394	2423
Pay Group 5	2011	2038	2061	2085	2114	2145	2167	2191	2217	2243	2272	2296	2324	2355	2384	2411	2442	2470	2504	2529	2559	2596	2624	2659
Pay Group 6	2195	2220	2245	2274	2298	2326	2358	2387	2414	2444	2472	2507	2531	2563	2600	2627	2662	2695	2727	2757	2786	2824	2854	2891

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2015 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1187	1202	1216	1230	1244	1258	1273	1289	1305	1322	1338	1353	1369	1385	1402	1420	1436	1452	1469	1487	1505	1526	1543	1561
Pay Group 2	1292	1317	1339	1362	1386	1411	1435	1459	1484	1512	1539	1565	1592	1621	1648	1676	1706	1737	1767	1797	1819	1842	1863	1884
Pay Group 3	1527	1552	1578	1607	1635	1662	1691	1724	1753	1782	1814	1846	1877	1911	1945	1978	2013	2048	2083	2122	2147	2173	2199	2225
Pay Group 4	1849	1870	1893	1915	1939	1958	1983	2008	2032	2060	2081	2108	2139	2166	2187	2216	2242	2265	2295	2319	2346	2379	2406	2435
Pay Group 5	2021	2048	2071	2095	2125	2156	2178	2202	2228	2254	2283	2307	2336	2367	2396	2423	2454	2482	2517	2542	2572	2609	2637	2672
Pay Group 6	2206	2231	2256	2285	2309	2338	2370	2399	2426	2456	2484	2520	2544	2576	2613	2640	2675	2708	2741	2771	2800	2838	2868	2905

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2015 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1193	1208	1222	1236	1250	1264	1279	1295	1312	1329	1345	1360	1376	1392	1409	1427	1443	1459	1476	1494	1513	1534	1551	1569
Pay Group 2	1298	1324	1346	1369	1393	1418	1442	1466	1491	1520	1547	1573	1600	1629	1656	1684	1715	1746	1776	1806	1828	1851	1872	1893
Pay Group 3	1535	1560	1586	1615	1643	1670	1699	1733	1762	1791	1823	1855	1886	1921	1955	1988	2023	2058	2093	2133	2158	2184	2210	2236
Pay Group 4	1858	1879	1902	1925	1949	1968	1993	2018	2042	2070	2091	2119	2150	2177	2198	2227	2253	2276	2306	2331	2358	2391	2418	2447
Pay Group 5	2031	2058	2081	2105	2136	2167	2189	2213	2239	2265	2294	2319	2348	2379	2408	2435	2466	2494	2530	2555	2585	2622	2650	2685
Pay Group 6	2217	2242	2267	2296	2321	2350	2382	2411	2438	2468	2496	2533	2557	2589	2626	2653	2688	2722	2755	2785	2814	2852	2882	2920

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2016 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max	21	22	23	Disc Max	24
Pay Group 1	1199	1214	1228	1242	1256	1270	1285	1301	1319	1336	1352	1367	1383	1399	1416	1434	1450	1466	1483	1501	1521	1542	1559	1577	
Pay Group 2	1304	1331	1353	1376	1400	1425	1449	1473	1498	1528	1555	1581	1608	1637	1664	1692	1724	1755	1785	1815	1837	1860	1881	1902	
Pay Group 3	1543	1568	1594	1623	1651	1678	1707	1742	1771	1800	1832	1864	1895	1931	1965	1998	2033	2068	2103	2144	2169	2195	2221	2247	
Pay Group 4	1867	1888	1912	1935	1959	1978	2003	2028	2052	2080	2101	2130	2161	2188	2209	2238	2264	2287	2318	2343	2370	2403	2430	2459	
Pay Group 5	2041	2068	2091	2116	2147	2178	2200	2224	2250	2276	2305	2331	2360	2391	2420	2447	2478	2506	2543	2568	2598	2635	2663	2698	
Pay Group 6	2228	2253	2278	2307	2333	2362	2394	2423	2450	2480	2508	2546	2570	2602	2639	2666	2701	2736	2769	2799	2828	2866	2896	2935	

Pay Group 1

Appraiser I

Assessor I

Pay Group 5

Public Health Inspector**

Commercial Assessor

Pay Group 2

Fish Inspector I

Public Health Technician

Pay Group 6

Property Management Agent

Assistant Manager

Heavy Industrial Specialist

Senior Valuation Specialist

Pay Group 3

Appraiser II

Fish Inspector II

Residential Assessor I

Pay Group 4

Residential Assessor II

Appraiser III

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2016 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1205	1220	1234	1248	1262	1276	1291	1308	1326	1343	1359	1374	1390	1406	1423	1441	1457	1473	1490	1509	1529	1550	1567	1585
Pay Group 2	1311	1338	1360	1383	1407	1432	1456	1480	1505	1536	1563	1589	1616	1645	1672	1700	1733	1764	1794	1824	1846	1869	1890	1912
Pay Group 3	1551	1576	1602	1631	1659	1686	1716	1751	1780	1809	1841	1873	1904	1941	1975	2008	2043	2078	2114	2155	2180	2206	2232	2258
Pay Group 4	1876	1897	1922	1945	1969	1988	2013	2038	2062	2090	2112	2141	2172	2199	2220	2249	2275	2298	2330	2355	2382	2415	2442	2471
Pay Group 5	2051	2078	2101	2127	2158	2189	2211	2235	2261	2287	2317	2343	2372	2403	2432	2459	2490	2519	2556	2581	2611	2648	2676	2711
Pay Group 6	2239	2264	2289	2319	2345	2374	2406	2435	2462	2492	2521	2559	2583	2615	2652	2679	2715	2750	2783	2813	2842	2880	2910	2950

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2017 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1211	1226	1240	1254	1268	1282	1297	1315	1333	1350	1366	1381	1397	1413	1430	1448	1464	1480	1497	1517	1537	1558	1575	1593
Pay Group 2	1318	1345	1367	1390	1414	1439	1463	1487	1513	1544	1571	1597	1624	1653	1680	1709	1742	1773	1803	1833	1855	1878	1899	1922
Pay Group 3	1559	1584	1610	1639	1667	1694	1725	1760	1789	1818	1850	1882	1914	1951	1985	2018	2053	2088	2125	2166	2191	2217	2243	2269
Pay Group 4	1885	1906	1932	1955	1979	1998	2023	2048	2072	2100	2123	2152	2183	2210	2231	2260	2286	2309	2342	2367	2394	2427	2454	2483
Pay Group 5	2061	2088	2112	2138	2169	2200	2222	2246	2272	2298	2329	2355	2384	2415	2444	2471	2502	2532	2569	2594	2624	2661	2689	2725
Pay Group 6	2250	2275	2300	2331	2357	2386	2418	2447	2474	2504	2534	2572	2596	2628	2665	2692	2729	2764	2797	2827	2856	2894	2925	2965

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2017 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1217	1232	1246	1260	1274	1288	1303	1322	1340	1357	1373	1388	1404	1420	1437	1455	1471	1487	1504	1525	1545	1566	1583	1601
Pay Group 2	1325	1352	1374	1397	1421	1446	1470	1494	1521	1552	1579	1605	1632	1661	1688	1718	1751	1782	1812	1842	1864	1887	1908	1932
Pay Group 3	1567	1592	1618	1647	1675	1702	1734	1769	1798	1827	1859	1891	1924	1961	1995	2028	2063	2098	2136	2177	2202	2228	2254	2280
Pay Group 4	1894	1916	1942	1965	1989	2008	2033	2058	2082	2111	2134	2163	2194	2221	2242	2271	2297	2321	2354	2379	2406	2439	2466	2495
Pay Group 5	2071	2098	2123	2149	2180	2211	2233	2257	2283	2309	2341	2367	2396	2427	2456	2483	2515	2545	2582	2607	2637	2674	2702	2739
Pay Group 6	2261	2286	2312	2343	2369	2398	2430	2459	2486	2517	2547	2585	2609	2641	2678	2705	2743	2778	2811	2841	2870	2908	2940	2980

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2018 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1223	1238	1252	1266	1280	1294	1310	1329	1347	1364	1380	1395	1411	1427	1444	1462	1478	1494	1512	1533	1553	1574	1591	1609
Pay Group 2	1332	1359	1381	1404	1428	1453	1477	1501	1529	1560	1587	1613	1640	1669	1696	1727	1760	1791	1821	1851	1873	1896	1918	1942
Pay Group 3	1575	1600	1626	1655	1683	1711	1743	1778	1807	1836	1868	1900	1934	1971	2005	2038	2073	2108	2147	2188	2213	2239	2265	2291
Pay Group 4	1903	1926	1952	1975	1999	2018	2043	2068	2092	2122	2145	2174	2205	2232	2253	2282	2308	2333	2366	2391	2418	2451	2478	2507
Pay Group 5	2081	2108	2134	2160	2191	2222	2244	2268	2294	2321	2353	2379	2408	2439	2468	2495	2528	2558	2595	2620	2650	2687	2716	2753
Pay Group 6	2272	2297	2324	2355	2381	2410	2442	2471	2498	2530	2560	2598	2622	2654	2691	2719	2757	2792	2825	2855	2884	2923	2955	2995

Ctrl
Point
Max
Disc
Max

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2018 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1229	1244	1258	1272	1286	1300	1317	1336	1354	1371	1387	1402	1418	1434	1451	1469	1485	1501	1520	1541	1561	1582	1599	1617
Pay Group 2	1339	1366	1388	1411	1435	1460	1484	1509	1537	1568	1595	1621	1648	1677	1704	1736	1769	1800	1830	1860	1882	1905	1928	1952
Pay Group 3	1583	1608	1634	1663	1691	1720	1752	1787	1816	1845	1877	1910	1944	1981	2015	2048	2083	2119	2158	2199	2224	2250	2276	2302
Pay Group 4	1913	1936	1962	1985	2009	2028	2053	2078	2102	2133	2156	2185	2216	2243	2264	2293	2320	2345	2378	2403	2430	2463	2490	2520
Pay Group 5	2091	2119	2145	2171	2202	2233	2255	2279	2305	2333	2365	2391	2420	2451	2480	2507	2541	2571	2608	2633	2663	2700	2730	2767
Pay Group 6	2283	2308	2336	2367	2393	2422	2454	2483	2510	2543	2573	2611	2635	2667	2704	2733	2771	2806	2839	2869	2898	2938	2970	3010

Ctrl
Point
Max
Disc
Max

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2019 (.50%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Pay Group 1	1235	1250	1264	1278	1292	1307	1324	1343	1361	1378	1394	1409	1425	1441	1458	1476	1492	1509	1528	1549	1569	1590	1607	1625
Pay Group 2	1346	1373	1395	1418	1442	1467	1491	1517	1545	1576	1603	1629	1656	1685	1713	1745	1778	1809	1839	1869	1891	1915	1938	1962
Pay Group 3	1591	1616	1642	1671	1699	1729	1761	1796	1825	1854	1886	1920	1954	1991	2025	2058	2093	2130	2169	2210	2235	2261	2287	2314
Pay Group 4	1923	1946	1972	1995	2019	2038	2063	2088	2113	2144	2167	2196	2227	2254	2275	2304	2332	2357	2390	2415	2442	2475	2502	2533
Pay Group 5	2101	2130	2156	2182	2213	2244	2266	2290	2317	2345	2377	2403	2432	2463	2492	2520	2554	2584	2621	2646	2676	2714	2744	2781
Pay Group 6	2294	2320	2348	2379	2405	2434	2466	2495	2523	2556	2586	2624	2648	2680	2718	2747	2785	2820	2853	2883	2912	2953	2985	3025

Ctrl
Point
Max

Disc
Max

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

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**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE DECEMBER 1, 2019 (.25%)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max
Pay Group 1	1238	1253	1267	1281	1295	1310	1327	1346	1364	1381	1397	1413	1429	1445	1462	1480	1496	1513	1532	1553	1573	1594	1611	1629		
Pay Group 2	1349	1376	1398	1422	1446	1471	1495	1521	1549	1580	1607	1633	1660	1689	1717	1749	1782	1814	1844	1874	1896	1920	1943	1967		
Pay Group 3	1595	1620	1646	1675	1703	1733	1765	1800	1830	1859	1891	1925	1959	1996	2030	2063	2098	2135	2174	2216	2241	2267	2293	2320		
Pay Group 4	1928	1951	1977	2000	2024	2043	2068	2093	2118	2149	2172	2201	2233	2260	2281	2310	2338	2363	2396	2421	2448	2481	2508	2539		
Pay Group 5	2106	2135	2161	2187	2219	2250	2272	2296	2323	2351	2383	2409	2438	2469	2498	2526	2560	2590	2628	2653	2683	2721	2751	2788		
Pay Group 6	2300	2326	2354	2385	2411	2440	2472	2501	2529	2562	2592	2631	2655	2687	2725	2754	2792	2827	2860	2890	2919	2960	2992	3033		

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-1
TECHNICAL INSPECTION
EFFECTIVE FEBRUARY 29, 2020 (2.5%) (LAST DAY OF THE CONTRACT)**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Pay Group 1	1269	1284	1299	1313	1327	1343	1360	1380	1398	1416	1432	1448	1465	1481	1499	1517	1533	1551	1570	1592	1612	1634	1651	1670
Pay Group 2	1383	1410	1433	1458	1482	1508	1532	1559	1588	1620	1647	1674	1702	1731	1760	1793	1827	1859	1890	1921	1943	1968	1992	2016
Pay Group 3	1635	1661	1687	1717	1746	1776	1809	1845	1876	1905	1938	1973	2008	2046	2081	2115	2150	2188	2228	2271	2297	2324	2350	2378
Pay Group 4	1976	2000	2026	2050	2075	2094	2120	2145	2171	2203	2226	2256	2289	2317	2338	2368	2396	2422	2456	2482	2509	2543	2571	2602
Pay Group 5	2159	2188	2215	2242	2274	2306	2329	2353	2381	2410	2443	2469	2499	2531	2560	2589	2624	2655	2694	2719	2750	2789	2820	2858
Pay Group 6	2358	2384	2413	2445	2471	2501	2534	2564	2592	2626	2657	2697	2721	2754	2793	2823	2862	2898	2932	2962	2992	3034	3067	3109

Pay Group 1

Appraiser I
Assessor I

Pay Group 2

Fish Inspector I
Public Health Technician

Pay Group 3

Appraiser II
Fish Inspector II
Residential Assessor I

Pay Group 4

Residential Assessor II
Appraiser III

Pay Group 5

Public Health Inspector**
Commercial Assessor

Pay Group 6

Property Management Agent
Assistant Manager
Heavy Industrial Specialist
Senior Valuation Specialist

** Only those employees classified as Public Health Inspector will be paid a Temporary Market Adjustment of 4.8% above the rates for Steps 1 to 24.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE DECEMBER 1, 2014 (.50%)

	Ctrl Point Max																				Disc Max											
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Technical Services Inspector I	1840	1861	1884	1905	1929	1948	1973	1998	2022	2050	2071	2098	2128	2155	2176	2205	2231	2254	2284	2307	2334	2367	2394	2423								
Technical Services Inspector II & III	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24*	25	26	27	28				
Technical Services Inspector II-F	2011	2038	2061	2085	2114	2145	2167	2191	2217	2243	2272	2296	2324	2355	2384	2411	2442	2470	2504	2529	2559	2596	2624	2659	2688	2719	2753	2781				
Technical Services Inspector IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24								
Technical Services Inspector IV	2195	2220	2245	2274	2298	2326	2358	2387	2414	2444	2472	2507	2531	2563	2600	2627	2662	2695	2727	2757	2786	2824	2854	2891								

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION
EFFECTIVE JUNE 1, 2015 (.50%)**

	Ctrl Point Max																				Disc Max							
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Technical Services Inspector I	1849	1870	1893	1915	1939	1958	1983	2008	2032	2060	2081	2108	2139	2166	2187	2216	2242	2265	2295	2319	2346	2379	2406	2435				
Technical Services Inspector II & III Technical Services Inspector II-F	2021	2048	2071	2095	2125	2156	2178	2202	2228	2254	2283	2307	2336	2367	2396	2423	2454	2482	2517	2542	2572	2609	2637	2672	2701	2733	2767	2795
Technical Services Inspector IV	2206	2231	2256	2285	2309	2338	2370	2399	2426	2456	2484	2520	2544	2576	2613	2640	2675	2708	2741	2771	2800	2838	2868	2905				

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE DECEMBER 1, 2015 (.50%)

																					Ctrl Point Max		Disc Max					
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
Technical Services Inspector I	1858	1879	1902	1925	1949	1968	1993	2018	2042	2070	2091	2119	2150	2177	2198	2227	2253	2276	2306	2331	2358	2391	2418	2447				
Technical Services Inspector II & III Technical Services Inspector II-F	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24*	25	26	27	28
	2031	2058	2081	2105	2136	2167	2189	2213	2239	2265	2294	2319	2348	2379	2408	2435	2466	2494	2530	2555	2585	2622	2650	2685	2715	2747	2781	2809
Technical Services Inspector IV	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	2217	2242	2267	2296	2321	2350	2382	2411	2438	2468	2496	2533	2557	2589	2626	2653	2688	2722	2755	2785	2814	2852	2882	2920				

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE JUNE 1, 2016 (.50%)

																				Ctrl	Disc																						
																				Point	Max																						
																				Max																							
																				1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Technical Services Inspector I	1867	1888	1912	1935	1959	1978	2003	2028	2052	2080	2101	2130	2161	2188	2209	2238	2264	2287	2318	2343	2370	2403	2430	2459																			
Technical Services Inspector II & III Technical Services Inspector II-F	2041	2068	2091	2116	2147	2178	2200	2224	2250	2276	2305	2331	2360	2391	2420	2447	2478	2506	2543	2568	2598	2635	2663	2698	2729	2761	2795	2823															
Technical Services Inspector IV	2228	2253	2278	2307	2333	2362	2394	2423	2450	2480	2508	2546	2570	2602	2639	2666	2701	2736	2769	2799	2828	2866	2896	2935																			

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE DECEMBER 1, 2016 (.50%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max				
Technical Services Inspector I	1876	1897	1922	1945	1969	1988	2013	2038	2062	2090	2112	2141	2172	2199	2220	2249	2275	2298	2330	2355	2382	2415	2442	2471						
Technical Services Inspector II & III Technical Services Inspector II-F	2051	2078	2101	2127	2158	2189	2211	2235	2261	2287	2317	2343	2372	2403	2432	2459	2490	2519	2556	2581	2611	2648	2676	2711	2743	2775	2809	2837		
Technical Services Inspector IV	2239	2264	2289	2319	2345	2374	2406	2435	2462	2492	2521	2559	2583	2615	2652	2679	2715	2750	2783	2813	2842	2880	2910	2950						

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE JUNE 1, 2017 (.50%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max		
Technical Services Inspector I	1885	1906	1932	1955	1979	1998	2023	2048	2072	2100	2123	2152	2183	2210	2231	2260	2286	2309	2342	2367	2394	2427	2454	2483				
Technical Services Inspector II & III	2061	2088	2112	2138	2169	2200	2222	2246	2272	2298	2329	2355	2384	2415	2444	2471	2502	2532	2569	2594	2624	2661	2689	2725	2757	2789	2823	2851
Technical Services Inspector II-F																												
Technical Services Inspector IV	2250	2275	2300	2331	2357	2386	2418	2447	2474	2504	2534	2572	2596	2628	2665	2692	2729	2764	2797	2827	2856	2894	2925	2965				

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE JUNE 1, 2018 (.50%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max				
Technical Services Inspector I	1903	1926	1952	1975	1999	2018	2043	2068	2092	2122	2145	2174	2205	2232	2253	2282	2308	2333	2366	2391	2418	2451	2478	2507						
Technical Services Inspector II & III Technical Services Inspector II-F	2081	2108	2134	2160	2191	2222	2244	2268	2294	2321	2353	2379	2408	2439	2468	2495	2528	2558	2595	2620	2650	2687	2716	2753	2785	2817	2851	2879		
Technical Services Inspector IV	2272	2297	2324	2355	2381	2410	2442	2471	2498	2530	2560	2598	2622	2654	2691	2719	2757	2792	2825	2855	2884	2923	2955	2995						

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE DECEMBER 1, 2018 (.50%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max			
Technical Services Inspector I	1913	1936	1962	1985	2009	2028	2053	2078	2102	2133	2156	2185	2216	2243	2264	2293	2320	2345	2378	2403	2430	2463	2490	2520					
Technical Services Inspector II & III Technical Services Inspector II-F	2091	2119	2145	2171	2202	2233	2255	2279	2305	2333	2365	2391	2420	2451	2480	2507	2541	2571	2608	2633	2663	2700	2730	2767	24*	25	26	27	28
Technical Services Inspector IV	2283	2308	2336	2367	2393	2422	2454	2483	2510	2543	2573	2611	2635	2667	2704	2733	2771	2806	2839	2869	2898	2938	2970	3010					

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE JUNE 1, 2019 (.50%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max		
Technical Services Inspector I	1923	1946	1972	1995	2019	2038	2063	2088	2113	2144	2167	2196	2227	2254	2275	2304	2332	2357	2390	2415	2442	2475	2502	2533				
Technical Services Inspector II & III Technical Services Inspector II-F	2101	2130	2156	2182	2213	2244	2266	2290	2317	2345	2377	2403	2432	2463	2492	2520	2554	2584	2621	2646	2676	2714	2744	2781	2813	2845	2879	2907
Technical Services Inspector IV	2294	2320	2348	2379	2405	2434	2466	2495	2523	2556	2586	2624	2648	2680	2718	2747	2785	2820	2853	2883	2912	2953	2985	3025				

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE DECEMBER 1, 2019 (.25%)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max			
Technical Services Inspector I	1928	1951	1977	2000	2024	2043	2068	2093	2118	2149	2172	2201	2233	2260	2281	2310	2338	2363	2396	2421	2448	2481	2508	2539					
Technical Services Inspector II & III Technical Services Inspector II-F	2106	2135	2161	2187	2219	2250	2272	2296	2323	2351	2383	2409	2438	2469	2498	2526	2560	2590	2628	2653	2683	2721	2751	2788	24*	25	26	27	28
Technical Services Inspector IV	2300	2326	2354	2385	2411	2440	2472	2501	2529	2562	2592	2631	2655	2687	2725	2754	2792	2827	2860	2890	2919	2960	2992	3033					

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-2
TECHNICAL INSPECTION**

EFFECTIVE FEBRUARY 29, 2020 (2.5%)(THE LAST DAY OF THE CONTRACT)

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	Ctrl Point Max	Disc Max				
Technical Services Inspector I	1976	2000	2026	2050	2075	2094	2120	2145	2171	2203	2226	2256	2289	2317	2338	2368	2396	2422	2456	2482	2509	2543	2571	2602						
Technical Services Inspector II & III Technical Services Inspector II-F	2159	2188	2215	2242	2274	2306	2329	2353	2381	2410	2443	2469	2499	2531	2560	2589	2624	2655	2694	2719	2750	2789	2820	2858	2891	2923	2958	2987		
Technical Services Inspector IV	2358	2384	2413	2445	2471	2501	2534	2564	2592	2626	2657	2697	2721	2754	2793	2823	2862	2898	2932	2962	2992	3034	3067	3109						

* Only positions classified as Technical Service Inspector III OR those classified as Technical Service Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2014 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1508	1526	1546	1564	1581	1603	1626	1646	1663	1682	1703	1721	1744	1764	1786	1805	1834	1854	1874	1895	1921	1941	1964	1990
Lab Technologist II	1826	1849	1870	1890	1914	1936	1959	1985	2006	2032	2057	2083	2111	2139	2161	2187	2215	2237	2265	2291	2318	2350	2375	2402
Lab Technologist III	1914	1939	1961	1982	2006	2028	2053	2079	2102	2130	2156	2184	2212	2241	2264	2291	2322	2345	2374	2401	2428	2463	2489	2518
Lab Technologist IV	1996	2021	2046	2070	2096	2129	2151	2174	2201	2227	2252	2280	2307	2338	2367	2394	2423	2451	2483	2513	2541	2577	2604	2637

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2015 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Lab Technologist I	1516	1534	1554	1572	1589	1611	1634	1654	1671	1690	1712	1730	1753	1773	1795	1814	1843	1863	1883	1904	1931	1951	1974	2000
Lab Technologist II	1835	1858	1879	1899	1924	1946	1969	1995	2016	2042	2067	2093	2122	2150	2172	2198	2226	2248	2276	2302	2330	2362	2387	2414
Lab Technologist III	1924	1949	1971	1992	2016	2038	2063	2089	2113	2141	2167	2195	2223	2252	2275	2302	2334	2357	2386	2413	2440	2475	2501	2531
Lab Technologist IV	2006	2031	2056	2080	2106	2140	2162	2185	2212	2238	2263	2291	2319	2350	2379	2406	2435	2463	2495	2526	2554	2590	2617	2650

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2015 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1524	1542	1562	1580	1597	1619	1642	1662	1679	1698	1721	1739	1762	1782	1804	1823	1852	1872	1892	1914	1941	1961	1984	2010
Lab Technologist II	1844	1867	1888	1908	1934	1956	1979	2005	2026	2052	2077	2103	2133	2161	2183	2209	2237	2259	2287	2314	2342	2374	2399	2426
Lab Technologist III	1934	1959	1981	2002	2026	2048	2073	2099	2124	2152	2178	2206	2234	2263	2286	2314	2346	2369	2398	2425	2452	2487	2514	2544
Lab Technologist IV	2016	2041	2066	2090	2117	2151	2173	2196	2223	2249	2274	2302	2331	2362	2391	2418	2447	2475	2507	2539	2567	2603	2630	2663

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2016 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1532	1550	1570	1588	1605	1627	1650	1670	1687	1706	1730	1748	1771	1791	1813	1832	1861	1881	1901	1924	1951	1971	1994	2020
Lab Technologist II	1853	1876	1897	1918	1944	1966	1989	2015	2036	2062	2087	2114	2144	2172	2194	2220	2248	2270	2298	2326	2354	2386	2411	2438
Lab Technologist III	1944	1969	1991	2012	2036	2058	2083	2109	2135	2163	2189	2217	2245	2274	2297	2326	2358	2381	2410	2437	2464	2499	2527	2557
Lab Technologist IV	2026	2051	2076	2100	2128	2162	2184	2207	2234	2260	2285	2314	2343	2374	2403	2430	2459	2487	2520	2552	2580	2616	2643	2676

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2016 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Lab Technologist I	1540	1558	1578	1596	1613	1635	1658	1678	1695	1715	1739	1757	1780	1800	1822	1841	1870	1890	1911	1934	1961	1981	2004	2030
Lab Technologist II	1862	1885	1906	1928	1954	1976	1999	2025	2046	2072	2097	2125	2155	2183	2205	2231	2259	2281	2309	2338	2366	2398	2423	2450
Lab Technologist III	1954	1979	2001	2022	2046	2068	2093	2120	2146	2174	2200	2228	2256	2285	2308	2338	2370	2393	2422	2449	2476	2511	2540	2570
Lab Technologist IV	2036	2061	2086	2111	2139	2173	2195	2218	2245	2271	2296	2326	2355	2386	2415	2442	2471	2499	2533	2565	2593	2629	2656	2689

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2017 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1548	1566	1586	1604	1621	1643	1666	1686	1703	1724	1748	1766	1789	1809	1831	1850	1879	1899	1921	1944	1971	1991	2014	2040
Lab Technologist II	1871	1894	1916	1938	1964	1986	2009	2035	2056	2082	2107	2136	2166	2194	2216	2242	2270	2292	2321	2350	2378	2410	2435	2462
Lab Technologist III	1964	1989	2011	2032	2056	2078	2103	2131	2157	2185	2211	2239	2267	2296	2320	2350	2382	2405	2434	2461	2488	2524	2553	2583
Lab Technologist IV	2046	2071	2096	2122	2150	2184	2206	2229	2256	2282	2307	2338	2367	2398	2427	2454	2483	2511	2546	2578	2606	2642	2669	2702

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2017 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1556	1574	1594	1612	1629	1651	1674	1694	1712	1733	1757	1775	1798	1818	1840	1859	1888	1908	1931	1954	1981	2001	2024	2050
Lab Technologist II	1880	1903	1926	1948	1974	1996	2019	2045	2066	2092	2118	2147	2177	2205	2227	2253	2281	2303	2333	2362	2390	2422	2447	2474
Lab Technologist III	1974	1999	2021	2042	2066	2088	2114	2142	2168	2196	2222	2250	2278	2307	2332	2362	2394	2417	2446	2473	2500	2537	2566	2596
Lab Technologist IV	2056	2081	2106	2133	2161	2195	2217	2240	2267	2293	2319	2350	2379	2410	2439	2466	2495	2524	2559	2591	2619	2655	2682	2716

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2018 (.50%)**

Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max	21	22	23	Disc Max
Lab Technologist I	1564	1582	1602	1620	1637	1659	1682	1702	1721	1742	1766	1784	1807	1827	1849	1868	1897	1918	1941	1964	1991	2011	2034	2060
Lab Technologist II	1889	1913	1936	1958	1984	2006	2029	2055	2076	2102	2129	2158	2188	2216	2238	2264	2292	2315	2345	2374	2402	2434	2459	2486
Lab Technologist III	1984	2009	2031	2052	2076	2098	2125	2153	2179	2207	2233	2261	2289	2319	2344	2374	2406	2429	2458	2485	2513	2550	2579	2609
Lab Technologist IV	2066	2091	2117	2144	2172	2206	2228	2251	2278	2304	2331	2362	2391	2422	2451	2478	2507	2537	2572	2604	2632	2668	2695	2730

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2018 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1572	1590	1610	1628	1645	1667	1690	1711	1730	1751	1775	1793	1816	1836	1858	1877	1906	1928	1951	1974	2001	2021	2044	2070
Lab Technologist II	1898	1923	1946	1968	1994	2016	2039	2065	2086	2113	2140	2169	2199	2227	2249	2275	2303	2327	2357	2386	2414	2446	2471	2498
Lab Technologist III	1994	2019	2041	2062	2086	2108	2136	2164	2190	2218	2244	2272	2300	2331	2356	2386	2418	2441	2470	2497	2526	2563	2592	2622
Lab Technologist IV	2076	2101	2128	2155	2183	2217	2239	2262	2289	2316	2343	2374	2403	2434	2463	2490	2520	2550	2585	2617	2645	2681	2708	2744

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE JUNE 1, 2019 (.50%)**

	Min																			Ctrl Point Max	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19		20	21	22	23
Lab Technologist I	1580	1598	1618	1636	1653	1675	1698	1720	1739	1760	1784	1802	1825	1845	1867	1886	1916	1938	1961	1984	2011	2031	2054	2080
Lab Technologist II	1907	1933	1956	1978	2004	2026	2049	2075	2096	2124	2151	2180	2210	2238	2260	2286	2315	2339	2369	2398	2426	2458	2483	2510
Lab Technologist III	2004	2029	2051	2072	2096	2119	2147	2175	2201	2229	2255	2283	2312	2343	2368	2398	2430	2453	2482	2509	2539	2576	2605	2635
Lab Technologist IV	2086	2112	2139	2166	2194	2228	2250	2273	2300	2328	2355	2386	2415	2446	2475	2502	2533	2563	2598	2630	2658	2694	2722	2758

**SCHEDULE A-3
LABORATORY AND MEDICAL
EFFECTIVE DECEMBER 1, 2019 (.25%)**

Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Lab Technologist I	1584	1602	1622	1640	1657	1679	1702	1724	1743	1764	1788	1807	1830	1850	1872	1891	1921	1943	1966	1989	2016	2036	2059	2085
Lab Technologist II	1912	1938	1961	1983	2009	2031	2054	2080	2101	2129	2156	2185	2216	2244	2266	2292	2321	2345	2375	2404	2432	2464	2489	2516
Lab Technologist III	2009	2034	2056	2077	2101	2124	2152	2180	2207	2235	2261	2289	2318	2349	2374	2404	2436	2459	2488	2515	2545	2582	2612	2642
Lab Technologist IV	2091	2117	2144	2171	2199	2234	2256	2279	2306	2334	2361	2392	2421	2452	2481	2508	2539	2569	2604	2637	2665	2701	2729	2765

**SCHEDULE A-3
LABORATORY AND MEDICAL**

FEBRUARY 29, 2020 (2.5%) (LAST DAY OF THE CONTRACT)

Min	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	Ctrl Point Max 20	21	22	23	Disc Max 24
Lab Technologist I	1624	1642	1663	1681	1698	1721	1745	1767	1787	1808	1833	1852	1876	1896	1919	1938	1969	1992	2015	2039	2066	2087	2110	2137
Lab Technologist II	1960	1986	2010	2033	2059	2082	2105	2132	2154	2182	2210	2240	2271	2300	2323	2349	2379	2404	2434	2464	2493	2526	2551	2579
Lab Technologist III	2059	2085	2107	2129	2154	2177	2206	2235	2262	2291	2318	2346	2376	2408	2433	2464	2497	2520	2550	2578	2609	2647	2677	2708
Lab Technologist IV	2143	2170	2198	2225	2254	2290	2312	2336	2364	2392	2420	2452	2482	2513	2543	2571	2602	2633	2669	2703	2732	2769	2797	2834

SCHEDULE B

POINTS GUIDE

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

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

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

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

SCHEDULE C

EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LETTER OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNON OF PUBLIC AND PRIVATE EMPLOYEES

Group: Technical Inspection, Laboratory and Medical

Re: Pay Equity

The Parties agree that the Laboratory Technologist II is the only classification within the bargaining group that meets the definition of a “female-dominated classification” under the *Pay Equity Act, S.N.B. 2009, c. P-5.05*,

The Parties accept the results of the Technical Inspection, Laboratory & Medical Joint Job Evaluation Study and resulting compensation structure,

The Parties agree that no pay inequity exists between the female-dominated classification and the male-dominated classifications performing work of equal or comparable value, therefore the requirements under sections 13(1) and 13(2) of the *Pay Equity Act, 2009* and the Parties’ pay equity obligations have been met.

Dated this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

Shawn Dubé

Eric Nowlan

Joël - André Hachey

Lesley Wilbur

LETTER OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

TECHNICAL INSPECTION, LABORATORY AND MEDICAL GROUPS

Re: Implementation of the Joint Job Evaluation Study Results

Whereas the Parties have completed a Joint Job Evaluation Study using the Hay Guide Chart-Profile Method of classification examining the internal relativities of the jobs covered by this Collective Agreement, and

Whereas the Parties have previously agreed that the results of the Joint Job Evaluation Study will form the basis of negotiations of this Collective Agreement, and

Whereas the Parties have agreed upon and accepted the results of the Joint Job Evaluation Study,

The Parties agree that the results of the Joint Job Evaluation Study shall be implemented effective date of signing of the Collective Agreement, according to the following:

1. Pay treatment on implementation

(a) Movement from one pay group to another, for the purposes of implementation, does not constitute a promotion. Effective date of signing, employees will be placed on the step with a value closest to, but not less than, the employee's rate of pay in effect immediately preceding the effective date.

(b) The implementation of the study results will not affect the anniversary date of an employee.

2. Classification structure on implementation

(a) Implementation of the Hay Guide Chart-Profile Method of classification shall take effect on the date of signing of the Collective Agreement.

(b) Effective date of signing, employees may submit requests for reclassification under the new classification structure.

3. Classification Maintenance

(a) Classification decisions shall be based on the application of the Hay Guide Chart-Profile Method of classification.

(b) The parties agree to establish a Joint Maintenance Committee and a Joint Steering Committee for classification.

(c) The Joint Maintenance Committee shall consist of not more than three (3) representatives from each Party.

(d) The Joint Steering Committee shall consist of not more than two (2) representatives from each Party.

(e) Each party shall be responsible for the expenses of its members.

(f) Within ninety (90) days of the signing of the Collective Agreement, the Joint Maintenance Committee shall meet and develop terms of reference for approval by the Joint Steering Committee. By mutual agreement, the Joint

Maintenance Committee may call upon additional resources to address specific issues in the development of the terms of reference.

(g) The Joint Maintenance Committee shall have the authority to consider and decide on employee classification requests following approval of the terms of reference by the Joint Steering Committee.

(h) The Joint Maintenance Committee shall meet as required. A decision of the Joint Maintenance Committee shall be final and binding.

(i) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee.

(j) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee, and provide a decision that is final and binding.

Dated this 23rd day of March, 2016

FOR THE EMPLOYER:

FOR THE UNION:

Hon. Ed Doherty

Susie Proulx - Daigle

Hon. Denis Landry

Shawn Dubé

Megan Kervin

Eric Nowlan

Yves Levesque

Joël - André Hachey

Chantal Goguen

Lesley Wilbur

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

Re: Implementation of the Joint Job Evaluation Study – Assessor III Classification

As part of the implementation of the Joint Job Evaluation Study, the Parties agree to place the following three (3) employees: Paul Chiasson, Bradley G. Belyea and Jane Huntjens previously classified as Assessor III within the new Commercial Assessor classification, notwithstanding that they are currently performing residential assessments. The placement of these three (3) employees is under the following conditions:

1. This placement is on a without prejudice basis.
2. If an opportunity for commercial assessment work arises in his or her office, the employee is expected to assume the commercial assessment duties.
3. If the employee declines the commercial assessment duties, then Article 21.07 shall apply and the employee will be placed in the Residential Assessor II pay range at a rate of pay not exceeding the control point maximum of a Residential Assessor II.

Dated this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

Shawn Dubé

Eric Nowlan

Joël - André Hachey

Lesley Wilbur

LETTER OF UNDERSTANDING

BETWEEN

BOARD OF MANAGEMENT

AND THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: TECHNICAL INSPECTION BARGAINING UNIT

This letter of understanding applies to all employees of the Department of Public Safety employed as a Regional Fire Marshal.

- 1) The Parties agree that the current stand-by practice (responding to emergencies and providing service to volunteer services) with respect to the above-noted employees shall remain in effect for the life of the Technical Inspection Bargaining Unit Collective Agreement (expiry date February 29, 2020).
- 2) Notwithstanding the above, the Department of Public Safety will review said practice during the life of the Collective Agreement.
- 3) In recognition of the stand-by service provided by the above-noted employees the Department agrees to compensation as follows:
 - a) Lump Sum Payment of \$2,750.00 every six (6) months to all employees employed as a Regional Fire Marshal.
 - b) An Employee who is called to work while on stand-by and who reports for work shall be compensated as per the provisions of Article 19 (Overtime) in the Collective Agreement applicable to these employees.

Lump sum payments are payable on July 31st and January 31st of each calendar year and are in recognition of stand-by services provided for the preceding six (6) months.

The Parties agree that the lump sum payment will be prorated on a monthly basis to cover periods of less than six (6) months were applicable.

Dated this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

Shawn Dubé

Eric Nowlan

Joël - André Hachey

Lesley Wilbur

LETTER OF AGREEMENT

BETWEEN

**HER MAJESTY IN THE RIGHT OF THE PROVINCE, AS REPRESENTED BY BOARD OF
MANAGEMENT (the “Employer”)**

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (the “Union”)
GROUP: TECHNICAL INSPECTION, LABORATORY AND MEDICAL**

Re: Stand-by and telephone work pay at Casino New Brunswick

WHEREAS the Department of Public Safety, through its Gaming Control Branch, is responsible for ensuring the technical integrity of electronic gaming equipment at Casino New Brunswick in Moncton, NB; and

WHEREAS providing these services requires employees, on the instructions of management, to be available for work for periods of time (i.e. be on stand-by) and to use the telephone when on stand-by to provide a service required by the Employer; and

WHEREAS the stand-by provisions of the Collective Agreement (Articles 20.01 and 20.02) only apply to the Laboratory and Medical group & Public Health Inspectors of the Technical Inspection group and the telephone work (Article 20.03) provision only applies to the Public Health Inspectors;

THEREFORE the Parties agree to the following:

1. Articles 20.01, 20.02 and 20.03 of the Collective Agreement shall apply to the employees employed as Technical Services Inspectors providing services to Casino New Brunswick.
2. The Parties agree that the stand-by and telephone work provisions of the Collective Agreement apply to the aforementioned employees for as long as the Employer requires the above-noted employees to perform such work or until the signing of the next collective agreement, whichever date is earlier.

Dated this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

Shawn Dubé

Eric Nowlan

Joël - André Hachey

Lesley Wilbur

MEMORANDUM OF AGREEMENT

between

NEW BRUNSWICK BOARD OF MANAGEMENT (the “Employer”)

and

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, GROUPS: TECHNICAL INSPECTION, LABORATORY AND MEDICAL (the “Union”)

Further to *An Act to Amend the Public Service Labour Relations Act*, S.N.B. 2010, c. 20 (the “Act”), which received Royal Assent on April 16, 2010, the Parties enter into this Memorandum of Agreement pursuant to Section 10 of the *Act*, and set forth the following provisions, which are binding on the Employer, the Union, and the employees in the Bargaining Units for which the Union has been certified:

Only the following terms and conditions of employment shall apply to casual employees who have been employed for less than six (6) continuous months.

Status of Employment

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

As per the above, it is understood that casual employees who have been employed for less than six (6) continuous months do not hold permanent employment within the Public Service.

Seniority

Seniority for casual employees who have been employed for less than six (6) continuous months shall be the number of hours of service in casual employment, excluding overtime, in Part I of the Public Service from June 17, 2010. Service will only include hours actually worked by the casual employee.

Effective the date of signing of this Memorandum of Agreement, casual employees who have been employed for less than six (6) continuous months shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of casual employees and shall make this list available to the Union by February 1st of each year.

Seasonal Recall

Subject to the availability of work, a casual employee who has been employed for less than six (6) continuous months is eligible for recall to seasonal casual work for which he or she was previously employed. Recall shall be based on seniority and satisfactory work performance. Where the Employer determines that more than one casual employee has performed such work satisfactorily, the employee with greater seniority shall be given preference for seasonal recall.

Union Dues

The Employer shall deduct union dues from all casual employees who have been employed for less than six (6) continuous months commencing thirty (30) days from date of signing of this Memorandum of Agreement, or within such reasonable period of time as can be accommodated within the payroll system.

Rate of Pay

A casual employee who has been employed for less than six (6) continuous months shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the casual employee is working,
or
- (b) the rate paid to the casual employee immediately prior to the commencement of this Agreement.

The rate of pay for a casual employee who had been employed for less than six (6) continuous months may be higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

Vacation

In addition to the applicable rate of pay,

(a) Casual employees who have been employed for less than six (6) continuous months and who have less than eight (8) years of continuous employment with the Employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

(b) Casual employees who have been employed for less than six (6) continuous months and who have eight (8) or more years of continuous employment with the Employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

Holidays

The seven (7) public holidays are New Year's Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one (1) of those days under the *Employment Standards Act*.

A casual employee who has been employed for less than six (6) continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

Grievances

A casual employee who has been employed for less than six (6) continuous months shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Memorandum of Agreement.

Dated at Fredericton, New Brunswick, this 23rd day of March, 2016.

FOR THE EMPLOYER:

Hon. Ed Doherty

Hon. Denis Landry

Megan Kervin

Yves Levesque

Chantal Goguen

Rose O'Grady

Mélanie Roussel

Paula Derrah

Stéphane Melanson

Troy Richardson

FOR THE UNION:

Susie Proulx - Daigle

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