

COLLECTIVE AGREEMENT

Between

THE

WORKPLACE HEALTH, SAFETY AND COMPENSATION COMMISSION

of the

PROVINCE OF NEW BRUNSWICK

and

**THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1866**

Period: January 1, 2011 to December 31, 2014

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THIS AGREEMENT made this 4 day of July, 2013

BETWEEN:

**THE WORKPLACE HEALTH, SAFETY AND
COMPENSATION COMMISSION OF NEW BRUNSWICK**

(hereinafter called the "Employer")

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1866**

(hereinafter called the "Union")

PREAMBLE

WHEREAS it is the intention and purpose of the parties to this Agreement to encourage and improve harmonious relations and settled conditions of employment among the Employer, employees and the Union, to improve the quality of service of the Workplace Health, Safety and Compensation Commission of New Brunswick and to promote the well-being and increased productivity of its employees; accordingly, the parties hereto set forth certain terms and conditions of employment affecting employees covered by this Agreement.

NOW THEREFORE the parties agree as follows:

ARTICLE 1 - DEFINITIONS

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


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

"Casual" means an individual who has been hired on a temporary day-to-day basis not meeting the criteria of employee under the Public Service Labour Relations Act. The collective agreement does not pertain to these individuals.

"Casual Employee" means an employee who has been hired on a temporary day-to-day basis. Casual employees shall be entitled to all the rights and benefits under this Collective Agreement except for the following Articles, which shall have either no application or such limited or qualified application as is specifically provided for "casual employees" within the text of the said Article: 13.04, 16, 17, 18, 21, 22, 23, 24, 26, 28, 30, 31, 36.03, 36.04, 36.05. A casual employee must serve an initial probationary period of 6 months. The discharge of a casual employee during the initial probationary period shall not be subject to the grievance procedure. Casual Employees must be available for work in positions and for days as scheduled by the employer.

"Permanent Employee" means one confirmed as a permanent employee by the employer as incumbent of a position listed in Appendix "A", or one added to that Appendix during the currency of this Agreement.

"Probationary Employee" means a person who has been hired for a probationary period with a view of filling a permanent position, the normal probationary period being six months with extension by consent of both parties. A probationary employee is entitled to staff benefits during the probationary period, but may only use vacation leave that has been earned during the probationary period. A probationary employee shall not be afforded the opportunity to apply for another position, permanent or temporary. The discharge of a probationary employee shall not be subject to the grievance procedure.

"Day" means working day. For calendar day to be intended, it must be specifically stated in the article. 

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order No. WC 4A2 applies and those classifications outlined in Appendix "A".

2.02 No Employee may be required or permitted to make any written or verbal agreement which conflicts with the terms of this contract.


2.03 No employee in this bargaining unit shall be displaced as a result of employees outside the bargaining unit doing bargaining unit work.

ARTICLE 3 - APPLICATION

This agreement applies to and is binding on the Union, all employees covered by this Collective Agreement, the Employer, and its representatives.

ARTICLE 4 - UNION SECURITY

4.01 All new employees added to the staff after the signing of this Agreement shall, as a condition of employment, become members of the Union. Union dues shall become payable upon hiring and will be deducted from the next scheduled pay in which union dues are deducted by the employer.

The Employer shall deduct from the wages due to every employee in the bargaining unit an amount equal to the regular monthly dues of the Union. Casual employees will pay Union Dues as a percentage of their pay but not greater than the monthly amount paid by permanent employees. The Union will certify to the Employer the dues to be deducted in accordance with the Union Constitution and By-Laws. 

4.02 The sums deducted pursuant to this article shall be remitted to the Secretary-Treasurer of the Union not later than the fifteenth day of the month immediately following the current month, accompanied by a computer printout, in duplicate, showing name and gross wages of all employees from whom deductions have been made.

4.03 The Employer shall acquaint new and prospective employees with the fact that a union agreement is in effect and with the conditions set out in this article. New employees hired on a probationary period basis, as defined in this Agreement, shall be advised that a copy of the collective agreement is available electronically on commencement of employment.

4.04 A representative of the Union shall be given an opportunity to interview each new employee, in the presence of an Employer representative, within regular working hours, without loss of pay, for a maximum of thirty minutes during the first month of employment for the purpose of acquainting the new employee/employees with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

4.05 Employees who are performing a temporary assignment outside of the bargaining unit, on maternity leave or on any other leave, shall pay union dues for the periods for which they are on leave. The union dues shall be deducted from their pay or paid to the union directly by post-dated check. An employee may pay in advance or upon return from a leave of absence, which must be arranged prior to taking leave.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 All the functions, rights, powers and authority of the Employer shall be recognized by the Union as being retained by the Employer. These include, but are not limited to, the following:

- (1) to direct, hire, promote, demote, transfer, suspend, discipline or dismiss for cause any of its employees;
- (2) to evaluate employees, to classify and reclassify positions, specify employee duties and assign employees to shifts;
- (3) to change existing methods of facilities and to lay off employees because of lack of work or discontinuance of function;
- (4) to eliminate jobs and operations where, in the opinion of the Employer, it is in the best interest of efficient operation;
- (5) to enforce safety and other regulations of the Employer which shall not be inconsistent with the terms of this Agreement.

5.02 The exercise of the aforementioned functions, rights, powers and authority of the Employer shall be subject to any abridgment, delegation or modification thereof effected by any other provision of this Collective Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

5.03 Notwithstanding any of the above conditions, the Employer agrees that, where possible, major policy reports and recommendations dealing with wages and working conditions which affect the employees shall be communicated to the Union in time to afford the Union reasonable opportunity to consider same and, if deemed necessary, to discuss them with the Employer before being finalized.

ARTICLE 6 - LABOUR MANAGEMENT COMMITTEE

6.01 A Labour Management Committee shall be established consisting of representatives of the Employer and representatives of the Union. The Committee shall enjoy the full support of both parties in the interests of improved service to the public. Each party shall select their own representatives to the Committee.

6.02 The Committee shall meet on the second Thursday of each month in the afternoon at a mutually agreeable place and time. The agenda shall be prepared and circulated by the secretary of the Committee on the Friday prior to the meeting. The Committee shall have Co-Chairpersons from the Union and the Employer who shall alternate from month to month. Minutes of the meetings, mutually agreed to and signed by the parties, shall be posted on all bulletin boards. Special meetings may be called at any time by mutual agreement.

6.03 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and agree the Labour Management Committee shall be employed as a forum for a meaningful consultation concerning the interpretation and application of the Collective Agreement and contemplated changes in conditions not governed by this agreement and/or any other matters of mutual interest. Grievances will only be discussed upon mutual agreement. The Committee shall function in an advisory capacity and shall not have the power to alter, amend, add to or modify the terms of this agreement.

6.04 The Committee shall consist of four representatives of the Employer and four representatives of the Union.

ARTICLE 7 - SETTLEMENT THROUGH DISCUSSION

7.01 The Employer and the Union recognize the desirability of the prompt settlement of disputes which may arise with respect to the administration of this Agreement. They also recognize that many disputes can be effectively settled through informal discussion and mutual understanding.

7.02 For these reasons, both parties agree that when an employee has such a complaint, he/she will be encouraged to discuss the matter with his/her supervisor as soon as possible after the circumstances giving rise to the complaint occur, and before the first step in the grievance procedure is implemented.

ARTICLE 8 - REPRESENTATIVE FROM C.U.P.E.

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

ARTICLE 9 - STRIKES AND LOCKOUTS

~~There shall be no strikes, walkouts or lockouts or other similar interruptions of work during the term of this Agreement. The Claims Investigators shall not be asked to cross a picket line in the course of their employment.~~

ARTICLE 10 - PROVINCIAL SECURITY

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

ARTICLE 11 - PUBLIC LEGISLATION

11.01 In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement and the parties shall negotiate an agreeable provision to be substituted for the provision so rendered null and void.

11.02 Where any provision of this Agreement conflicts with the provisions of any Public Statute or Regulations of the Province, the provisions of the Public Statute or Regulations shall prevail. Should legislation provide greater benefits than the current collective agreement, the legislation shall apply.

ARTICLE 12 - DISCRIMINATION

The Employer, its representatives and agents agree that there shall be no discrimination, interference, restriction, coercion or harassment, as per the New Brunswick Human Rights Act, exercised or practiced with respect to any employee within the bargaining unit.

ARTICLE 13 - GRIEVANCE PROCEDURE

13.01 The Union may appoint or otherwise select seven permanent employees to act as a Grievance Committee. Following appointment and subject to written notification to the Employer of the names of the appointees, these employees shall be designated as Union stewards. Duties of the Grievance Committee shall include assisting employees in preparing and presenting grievances in accordance with the grievance procedure hereinafter described. Not more than two shop stewards shall present a grievance at any level.

13.02 Insofar as it is possible to do so, grievances will be served outside normal working hours. Where servicing is necessary during working hours, the steward and the aggrieved shall obtain permission to leave work from the Department Head and such permission shall not be unreasonably withheld. On resumption of work, the steward and the aggrieved shall report to the Department Head.

13.03 Where an employee alleges that the Employer has violated any provision of this Agreement or has acted unjustly and where the employee has the written consent of the Union, the following procedures shall apply:

STEP ONE: Within ten working days after the alleged grievance has arisen, the employee may present the grievance in writing on the form approved by the Chairman of the Labour and Employment Board to 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 working days from the date on which the grievance was presented to the person designated as the first level in the grievance procedure, the employee may proceed to STEP TWO.

STEP TWO: Within ten working days from the expiration of the ten-day period referred to in STEP ONE, the employee may present the grievance in writing, by either personal service or by mailing it by registered mail to the person designated by the Employer as the second level in the grievance procedure. If the employee does not receive a reply or a satisfactory settlement of the grievance from the person designated by the Employer as the second level in the grievance procedure within five working days from the date on which the grievance was presented at the second level, the employee may proceed to STEP THREE.

STEP THREE: Within ten working days from the expiration of the five-day period referred to in STEP TWO, the employee may present the grievance in writing or by mailing it by registered mail to the President and C.E.O. of the Workplace Health, Safety and Compensation Commission. Copies of correspondence and grievances presented at STEP ONE and TWO and replies, if any, by persons designated by the Employer under STEP ONE and TWO must accompany the grievance when it is presented to the President and C.E.O. of the Workplace Health, Safety and Compensation Commission.

The President and C.E.O. of the Workplace Health, Safety and Compensation Commission shall reply to the employee in writing within ten working days from the date the grievance was presented to him/her. If the employee does not receive a reply or satisfactory settlement of the grievance from the President and C.E.O. of the Workplace Health, Safety and Compensation Commission within ten working days from the date on which the grievance was presented to the President and C.E.O. of the Workplace Health, Safety and Compensation Commission, the employee may refer the grievance to Adjudication under the New Brunswick Public Service Labour Relations Act and Regulations, not later than twenty working days after the date on which the employee should have received a satisfactory reply from the President and C.E.O. of the Workplace Health, Safety and Compensation Commission.

13.04 The Employer shall prepare a new job description whenever a new job within the bargaining unit is created or whenever the duties of a job within the bargaining unit change. The new job description or job description with changed duties will be reviewed with the local for their input before it is finalized.

Employees will have their job description reviewed on an annual basis during their performance review. If there has been a change in the duties and responsibilities since August 27, 2008, the appropriate form designated by the employer will be completed by the employee and signed by the immediate supervisor and forwarded to the Manager of Labour Relations and Compensation. The Job Evaluation Committee will be made up of 3 employer members (co-chaired by an employer representative) and 3 members of the union (co-chaired by a member of the union executive). The agreed changes to the duties and responsibilities will first be reviewed by the co-chairs to determine if there is a significant change (increased or decreased). If the co-chairs agree that a full review is required, this review will be carried out by the 6 members of the committee using the existing employer's job evaluation system and placing the position in the appropriate salary range. The new rate shall become retroactive to the time the request was submitted. If a majority of the Job Evaluation Committee agrees on the scoring, this result is not grievable. If a majority cannot be reached the matter may be submitted to grievance and adjudication. Any such grievance shall be submitted at STEP TWO.

13.05 Any grievance arising directly between the Employer and the Union shall be initiated at STEP THREE.

13.06 Time limits specified in this article may be extended by agreement between the parties in writing.

13.07 The Union and its representatives shall have the right to originate a single grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such a grievance shall commence at STEP TWO.

13.08 All grievances will be judged on their merit.

ARTICLE 14 - ADJUDICATION

14.01 Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any question as to whether a matter is adjudicable, or where an allegation is made that this agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference or allegation to adjudication. The parties shall, within seven days after the receipt by the other party of such notice, appoint an adjudicator to hear and determine the difference or allegation. If within such period of time the parties fail to appoint an adjudicator, the appointment shall, on the written request of either party, be made by the Chairman of the Labour and Employment Board. The adjudicator shall hear and determine the difference or allegation and shall issue a decision. The decision is final and binding on the parties and on any employee affected by it.

14.02 An adjudicator shall give full opportunity to both parties to the grievance to present evidence and make representations as soon as practicable, but not more than 30 days from his/her appointment, unless otherwise agreed by the parties.

14.03 An adjudicator has in relation to the hearing or determination of any grievance that the adjudicator may hear or determine all of the powers and privileges that commissioners have under the Inquiries Act.

14.04 The Arbitration Act does not apply to adjudications conducted by an adjudicator.

14.05 Where an adjudicator determines that an employee has been discharged or otherwise disciplined by the Employer for cause and the collective agreement or arbitral award does not contain a specific penalty for the infraction that resulted in the employee being discharged or otherwise disciplined, the adjudicator may substitute such other penalty for the discharge or discipline as to the adjudicator seems just and reasonable in all the circumstances.

14.06 No adjudicator shall, in respect of any grievance, render any decision thereon the effect of which would be to require the amendment of this collective agreement.

14.07 After considering the grievance, the adjudicator

- (a) shall render a decision thereon as may finally dispose of the question in issue and the decision shall be final and binding on the parties;
- (b) shall send a copy of the decision to each party and his/her or its representative, and in the case of a grievance presented by an employee, to the bargaining agent for the bargaining unit, to which the employee whose grievance it is, belongs;

- (c) shall deposit a copy of the decision with the Chairman of the Labour and Employment Board, and
- (d) shall render his/her decision within thirty (30) days of the close of the hearing unless the parties agree otherwise.

14.08 Where a decision on any grievance referred to adjudication requires any action by or on the part of the Employer, the Employer shall take such action.

14.09 Where a decision on any grievance requires any action by or on the part of the employee or a bargaining agent, or both of them, the employee or bargaining agent, or both, as the case may be, shall take such action.

14.10 The Employer and the bargaining agent for the relevant bargaining unit shall each pay one-half of the remuneration and expenses of the adjudicator.

14.11 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, consistent with the jurisdiction and powers granted under the Public Service Labour Relations Act, have full power to direct payment of compensation, vary the penalty, or to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board of Adjudication may determine appropriate, to finally settle the issues between the parties, and may give retroactive effect to its decision.

14.12 The Union shall have the right to have the assistance of Executive members and employees directly involved in the adjudication procedure and such employee(s) will not suffer any loss of wages during such periods.

ARTICLE 15 - SUSPENSION AND DISCHARGE

15.01 No employee shall be disciplined by written reprimand, suspension or by discharge, except for just cause.

15.02 Whenever the Employer is considering disciplining an employee, the Employer shall hold an interview with the employee. The employee shall have union representation at this interview. The Employer shall then make a decision and if the decision is to impose discipline, such discipline shall be imposed within fifteen (15) working days of the event of the complaint, giving written particulars of any discipline to the employee and the Secretary of the Union. The only permitted exception to compliance with the aforementioned time limits is in circumstances where the employee in question is not available to be interviewed, in which case any discipline must be imposed within ten (10) working days of the actual interview taking place.

15.03 Should the provisions of Article 15.02 not be complied with, any such disciplinary action shall be rendered null and void.

15.04 When an employee alleges suspension or dismissal in violation of Article 15.01, the employee may, within fifteen working days of the date notified in writing, invoke the grievance procedures including adjudication as set out in this Agreement and for the purpose of a grievance alleging violation of Article 15.01, shall lodge the grievance at the final level of the grievance procedure.

15.05 Subject to the substituted penalty provisions of Article 14.05, where it is determined that an employee has been unjustly disciplined by suspension or by discharge in violation of Article 15.01, that employee shall be immediately reinstated in the former position without loss of seniority or any other benefits which would have accrued if the employee had not been suspended or discharged. One of the benefits which the employee shall not lose is the wages accruing over the period of suspension or discharge, which shall then be paid at the end of the next complete pay period following reinstatement.

15.06 (a) Any letters of reprimand or any adverse disciplinary reports which do not involve a disciplinary suspension without pay shall be removed from the personnel file of any employee after the expiration of twelve (12) months during which the said employee has incurred no further reprimand or discipline.

(b) Any record of a disciplinary suspension without pay, shall be removed from the personnel file of any employee after the expiration of twenty-four (24) months during which the said employee has incurred no reprimand or other disciplinary measure.

(c) Only the letters of reprimand or adverse disciplinary reports referred to in this Article, may be used when considering an employee's advancement or standing with the Employer.

ARTICLE 16 - SENIORITY

16.01 Seniority for permanent employees for the purpose of this Agreement is defined as length of service from the date of hiring and shall be used in determining priorities in all matters measured by length of service. If rehired, seniority shall commence from the date of rehiring.

16.02 A permanent employee absent from work by reasons of sickness, accident, temporary lay-off or leave of absence approved by the Employer, shall not lose seniority during such absence.

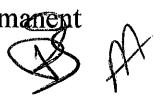
16.03 The Employer shall post a seniority list in January annually and shall, at the same time, send a copy of such list to the Union.

16.04 Casual employees working prior to June 17, 2010 will have their casual seniority date as June 17, 2010. Application of seniority date for this group of casual employees will work as follows:

- In competition for initial permanent position with other casual employees who have a seniority date of June 17, 2010, their original Date of Hire with Work Safe will determine seniority.
- When successful in a competition for their initial permanent position, the permanent seniority date will become June 17, 2010 adjusted for actual days worked since June 17, 2010.

Casual employees hired after June 17, 2010. Application of seniority date for this group of casual employees will work as follows:

- In competition for initial permanent position with other casual employees their seniority date will be the date of hire adjusted for actual days worked.

- When successful in a competition for their initial permanent position, the permanent seniority date will become their date of hire adjusted for actual days worked. 

ARTICLE 17 - SUPERANNUATION

An employee shall be required to contribute to the New Brunswick Public Service Superannuation Fund in accordance with the terms of the New Brunswick Public Service Superannuation Act, and shall be entitled to the benefits provided by that Act.


ARTICLE 18 - RETIREMENT ALLOWANCE

18.01 When an employee having five years or more of continuous service retires on pension due to illness, accident or age, or where separation is caused by permanent lay-off, the Employer shall pay such employee or the designated beneficiary of such employee, a retirement allowance equivalent to five days pay for each full year of seniority. However, a retirement allowance shall, in no case, exceed an amount equal to one hundred and twenty-five working days pay. Pay for such purpose shall be calculated on the employee's regular rate of remuneration at the time of retirement or death and shall be paid in a lump sum.

18.02 Where an employee retires due to disability prior to normal retirement age, the Employer may require medical proof of disablement.


18.03 When an employee is permanently laid off, the retirement allowance shall be paid in a lump sum, three months after the date he/she was laid off.

ARTICLE 19 - HOURS OF WORK


19.01 The normal hours of work for employees in the bargaining unit shall be thirty-five hours per 5 day workweek, Monday to Friday, between 8:00 a.m. and 5:00 p.m. It is recognized that due to the nature of the work, the position of Computer Operator will require scheduling the 35 hours outside of these regular hours. As such, the Employer has the right to schedule employees carrying out the duties of Computer Operator outside of these regular hours of work. As well the Work Recovery staff may start at 7:30 a.m. while still respecting the 7 hour workday. 

However if the operating requirements of a program change, the hours of work for the employees in that program may be changed. Any changes in the hours of work for these employees, who are scheduled outside of these normal hours of work, will receive an additional \$1.25 per hour for all hours outside of these normal hours of work.

19.02 Employees shall be permitted an uninterrupted ten minute rest period during both the first and second halves of their workday. The timing of such rest periods shall be controlled by the Employer.

19.03 Casual employees will be paid for hours worked, which can be less than 7 hours per day, 35 hours per week and/or 52 weeks per year as determined by the employer. 

ARTICLE 20 - OVERTIME

20.01 The normal hours of work are established as detailed in Article 19.01. Overtime shall be paid at the rate of time and one-half for all hours worked in excess of those hours specified in Article 19.01. Overtime shall only be worked by authorization of the Employer. 

20.02 Overtime shall be divided equally among employees in the department who are willing and qualified to perform the available work. In the event no qualified volunteer is forthcoming, the Employer retains the right to require employees to work overtime, subject to 48 hours notice, if known to the Employer, prior to the overtime. Voluntary overtime shall be paid at the overtime rate unless the manager agrees that time off at the overtime rate will be given. Mandatory overtime required by the employer may either be paid or utilized as time off at the overtime rate, at the employee's choice.

20.03 Overtime shall be calculated and accrued to the nearest half-hour. Periods of fifteen minutes or less shall not be considered as overtime.

20.04 Accumulated overtime shall be utilized by March 31st of the calendar year following the date worked in the previous year. Where such time off cannot be mutually agreed, payment at the overtime rate shall be made.

20.05 Should an employee be called in to work mandatory overtime related to IT testing, the employee shall receive a minimum of three hours pay paid at straight time.

ARTICLE 21 - HOLIDAYS

21.01 The Employer shall award the following holidays with pay to all employees:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) the day fixed by proclamation of the Lieutenant Governor-in-Council for the celebration of the birthday of the Sovereign
- e) Canada Day
- f) first Monday in August
- g) Labour Day
- h) the day fixed by proclamation of the Lieutenant Governor-in-Council as a general day of Thanksgiving
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day
- l) any other day declared by the National or Provincial Governments, or by the Employer
- m) the afternoon of the last working days prior to Christmas and New Year's Day.



21.02 When any of the above-noted holidays fall on a Saturday or Sunday and is not proclaimed as being observed on some other day, a day mutually agreeable shall be deemed to be the holiday for the purpose of this Agreement.

ARTICLE 22 - VACATIONS

22.01 Each permanent employee with less than five years of continuous service shall earn vacation entitlement at the rate of one and one-quarter days for each full calendar month of service, for a total of fifteen days per complete year of service, calculated from the initial date of probationary employment.

22.02 On completion of five years of continuous service, employees shall earn vacation entitlement at the rate of one and two-thirds days for each full calendar month of service, for a total of twenty days per complete year of service.


22.03 On completion of eighteen years of continuous service, employees shall earn vacation entitlement at the rate of two and one-twelfth days for each full calendar month of service, for a total of twenty-five days per complete year of service.

22.04 Vacation credits shall be taken from January 1 to December 31 of each year or within the first two weeks of the next year. Vacation carry over requests beyond these parameters, up to a maximum of 5 days, requires a written request which shall require the approval of the appropriate Department Head. Vacation carry over requests greater than 5 days must be in writing and shall require the approval of the appropriate Vice-President and should be received in Human Resources by December 1st of each year.  

22.05 Vacations shall be taken at times agreed upon between the employees and the Employer. Preference of vacation periods shall be governed by the Employer according to seniority.

22.06 Vacations shall be taken in denominations of five, four, three, two or one week, except that an employee may be permitted to take one week of vacation in denominations of one or more days at the discretion of the Employer. Holidays shall not be included when computing vacation days taken.

22.07 Any employee proceeding on vacation leave shall have the right to receive in advance, on request, any salary which may be payable during the planned period of absence, providing such request is made at least two weeks prior to vacation commencement.


22.08 Where an employee qualifies for sick leave, bereavement or any other recognized leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. To qualify for sick leave during vacation periods, the employee must present a medical certificate upon return to work. The period of vacation so displaced shall be rescheduled at a mutually acceptable time. 

ARTICLE 23 - SICK LEAVE

23.01 Each casual employee, probationary employee and permanent employee shall earn sick leave entitlement at the rate of one and one-half days for each full calendar month of paid service, cumulative to two hundred and forty days.

23.02 Sick leave accumulated shall be taken during periods of absence due to illness, disablement or quarantine, to the total extent of accumulated sick leave credits. Casual employees shall be entitled to sick leave when such absence occurs during a period in which the casual employee would otherwise be working.

23.03 Where possible, an employee shall be required to report an absence due to sickness within one-half hour of the commencement of the workday to the appropriate Department Head. Such report shall be made by the employee involved or, if such action is physically impossible, the employee shall arrange for notification within the specified one-half hour.

23.04 The Employer shall have the right to investigate cases of reported illness. Medical certificates may be required to substantiate any such instances which extend beyond three 

consecutive days, or for each absence of any duration after uncertified sick leave has reached a total of nine days within one calendar year.

23.05 Where an employee qualifies for sick leave during his/her period of vacation, there shall be no deduction from vacation credits for such absence. To qualify for sick leave during vacation periods, the employee must present a medical certificate upon return to work. The period of vacation so displaced shall be rescheduled at a mutually acceptable time.

23.06 The Employer shall grant up to six months leave of absence without pay to any permanent employee who has exhausted sick leave credits and who remains absent because of illness.

23.07 Immediately after the close of the calendar year, the Employer shall advise each employee in writing of the amount of sick leave credits accrued.

23.08 An employee who has contributed to the New Brunswick Public Service Superannuation Fund for not less than eighteen months, and who has exhausted sick leave entitlement, shall, upon application, if it appears probable that a return to work will occur, be advanced up to fifteen days of anticipatory sick leave. Any such advance sick leave granted shall be recovered by deduction from any credits subsequently accumulated by the employee. In no case shall any further application for sick leave under this article be approved until:

1. the initial advance sick leave has been recovered; or
2. the employee will be entering the "sick leave bank" under article 23.10.

23.09 Where the employment of an employee who has been granted advance sick leave in accordance with Article 23.08 is terminated for any reason, the employee shall compensate the Employer for any such leave that remains unearned at the time of termination.

23.10 There shall be established forthwith a "sick leave bank" which the Employer shall credit with 200 paid sick leave days. The purpose of the "sick leave bank" shall be to make available additional paid sick leave days to "eligible employees" who have exhausted their personal sick leave entitlement and have utilized the provision of Article 23.08 to a total maximum of 200 such additional paid sick leave days for all such "eligible employees" in any contract year. The employer shall, on January 1 of each year, credit the "sick leave bank" with whatever number of days are necessary to replace those days, if any, used by "eligible employees" in the previous year, so that the "sick leave bank" will have 200 paid sick leave days as of January 1 of each year.

There shall be established forthwith a "sick leave bank committee" comprised of two representatives of the Employer and two representatives of the Union who shall grant paid sick leave to "eligible employees"; in the event of a disagreement between the members of this committee so designated as to employees eligibility, a qualified independent medical doctor shall be selected at random to form the fifth member of this committee, and his/her decision shall be the decision of the committee. An "eligible employee" shall be defined as an employee who has exhausted his or her personal sick leave entitlement and who continues to suffer from an illness which renders him/her unable to work, both of which qualifications are subject to review and approval on a continuing basis by the "sick leave bank committee".

An employee shall only enter the "sick leave bank" if he/she has borrowed time under 23.08 and are in a 15 day credit position (to be paid back). The maximum amount of time an employee can utilize under the "sick leave bank" shall be 20 days per application. If an employee remains absent from

work beyond those 20 days, he/she would be on a leave of absence without pay for medical reasons. An employee who is on a leave of absence due to medical reasons would be eligible to reapply for time under the "sick leave bank" only after exhausting all entitlement to sick leave benefits under Employment Insurance. Only two applications of 20 days per calendar year may be granted to an employee.

23.11 Effective January 1, 2000, all eligible employees shall be members of the Provincial Long Term Disability Plan. The monthly premium shall be paid for by the employee.

An employee on Long Term Disability shall retain full employment status for 28 months and during that period (28 months) shall have their health, dental and group life benefit premium paid for by the Employer.

For greater clarification, an employee on such leave of absence shall not accumulate vacation or sick time and their employment shall expire if the employee receives a permanent disability award under this LTD plan, or the employee accepts alternate employment.

23.12 Where an employee has been granted paid leave of absence under Article 23, the employee shall retain full employment status and accumulate as well as receive all benefits under this Collective Agreement.

Where an employee has been granted unpaid leave of absence under Article 23, and the employee remains absent due to illness, the employee will have his/her group life coverage paid by the Employer.

Note: for examples on the integration of borrowed sick time, sick leave bank and leave of absence for medical reasons, see Appendix "B".

ARTICLE 24 - LEAVE OF ABSENCE

24.01 The Employer shall grant leave of absence with pay up to ~~five~~ (5) days maximum in the case of death of a husband, wife, common-law spouse, child, ~~step-child~~, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any other relative who is resident in the same household as the employee requesting the leave. Where the burial occurs outside the province, such leave shall also include reasonable traveling time, to a maximum of an additional two (2) days total. When bereavement occurs during a period of vacation leave, the employee shall be entitled to qualify for bereavement leave and the days of vacation leave shall be rescheduled, provided in compliance with Article 22.08.

The Employer shall grant leave of absence with pay up to five (5) days maximum in the case of critical care where death is anticipated by medical personal and/or life threatening surgery requiring general anesthetic and the recovery time in a critical care unit of a husband, wife, common-law spouse, child, parent, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any other relative who is resident in the same household as the employee requesting the leave. For clarification this does not cover day surgery or time once the patient has been removed from critical care unit and is in recovery.

The Employer shall grant leave of absence with pay for time required up to one (1) day maximum in the case of the employee is called to the hospital for an unscheduled medical emergency of a

husband, wife, common-law spouse, child, parent or any other relative who is resident in the same household as the employee requesting the leave.

24.02 The Employer shall grant leave of absence with pay to any employee to attend a funeral as a pallbearer or as a mourner, but such absences shall be limited to actual time required to a maximum of one (1) day. If one-way travel exceeds 200 kilometers, the employee may take a second day without pay or use vacation. The employer shall have the right to control the frequency for such leave. If frequency becomes an issue, the employee shall make up the time or use vacation time.

24.03 The Employer shall grant leave of absence with pay to any three (3) employees selected to represent the Union at conventions, provided that such absence is used only for the afore-mentioned purposes and does not exceed an aggregate of eighteen (18) working days per year.

24.04 The Employer shall grant leave of absence with pay to five (5) employees who have been designated by the Union to carry on negotiations with the Employer or to two (2) employees required to service a grievance in accordance with Article 13 of this Agreement.

24.05 The Employer shall grant leave of absence without pay to any two (2) employees selected to represent the Union at labour schools or seminars.

24.06 The Employer shall grant leave of absence with pay to any two (2) employees selected to represent the Union at the WHSCC Annual Health and Safety Conference.

24.07 Medical or dental appointments are to be arranged outside the normal daily working hours. When this is not possible, the Employer shall grant casual leave of absence with pay to any employee for that purpose. The Employer shall have the right to control the amount of time off for such appointments.

24.08 The Employer shall grant casual leave of absence with pay to all employees for the purpose of exercising their suffrage in any federal, provincial or municipal election. Leave of absence under this section shall be in accordance with the Elections Act.

24.09 Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated overtime, accumulated vacation or by making up the day if agreed to by the supervisor. However, if the Employer closes the workplace(s) the Employer shall grant leave of absence with pay to employees who did not report to work for duties. For clarification, employees who had taken a vacation day because they had been prevented from reporting to work due to the conditions of public streets or highways and the office is subsequently closed for the day will have their vacation day re-instated but employees who had been on pre-approved vacation will not have the vacation day re-instated.

24.10 The Employer shall grant leave of absence without pay to any female employee because of pregnancy/adoption, upon written request. Such leave may be extended for such periods of time as are provided for in existing provincial regulations. The Employer shall permit the use of up to ten (10) days of sick leave credits (if available) for employees proceeding on maternity leave.

The Employer shall grant leave of absence without pay to any male employee because of parental/adoption, upon written request, as provided for in existing provincial regulations. Male

employees shall be granted leave of absence with pay for one (1) working day for the birth/adoption of a child. This leave shall be taken within five (5) working days of the birth or adoption.

24.11 The Employer shall grant leave of absence with pay to an employee who is required to serve as a juror or court witness. However, any fee received for loss of wages only for such jury or witness duty shall then be paid to the Commission by the employee. It shall be the responsibility of the employee to produce proof of such service and the wages received.

24.12 Where an employee has been granted paid leave of absence under Article 24, the employee shall retain full employment status and accumulate as well as receive all benefits under this Collective Agreement.

Where an employee has been granted unpaid leave of absence under Article 24, the employee will not receive any benefits except in the following cases:

1. an employee attending Labour school will only accumulate seniority;
2. an employee on Maternity/Parental leave will accumulate seniority and have their health, dental and group life benefit coverage paid for by the Employer;
3. an employee will continue to be eligible for LTD provided the employee continues to pay his/her monthly premium and the continued coverage is supported by the carrier.

24.13 Any other type of leave of absence, whether it be with or without pay, shall be at the sole discretion of the Employer.

24.14 The Union shall provide the Employer with three (3) weeks notice of any requirement for leave of absence requested in accordance with Articles 24.03, 24.05 and 24.06. If an unexpected or emergency convention is duly called and leave of absence is requested under Article 24.03, and the three (3) week notification cannot be given, the Union shall provide notice immediately when known.

24.15 An employee who is elected or selected for a full-time position with the Union, Canadian Labour Congress, New Brunswick Federation of Labour, District Labour Council, C.U.P.E. or the Saint John Community Labour Services, shall be granted leave of absence without pay and benefits. Leave of absence shall be granted for one (1) year. During this authorized leave of absence, the employee's seniority will be maintained. Consideration will be given to renewal of the leave with two (2) month notification prior to completion of the one (1) year leave.

24.16 Any employee deemed necessary by a certificate to attend any medical training regarding a spouse, child or if living at home, a parent, shall be granted up to three (3) days special leave with pay, with no loss of seniority or benefits. This request shall be given to the Employer in writing, when possible at least three (3) weeks before the date required.

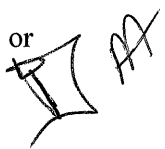
24.17 The Employer shall grant three days leave of absence with pay to the Union Negotiation Committee to prepare for contract negotiations.

24.18 The Employer shall grant leave of absence without pay to attend CUPE NB Executive meetings to an employee who is a member of the CUPE NB Executive. Full costs will be billed to CUPE Local 1866.



24.19 The Employer shall grant leave of absence with pay to employees for the purpose of Family leave. A maximum of 3 days per calendar year may be used for this purpose. Family Leave must be used as a minimum of ½ day requests at one time and time will be subtracted from the employee's accumulated sick time and will count as uncertified sick time under article 23.04 of the agreement.

Family Leave shall only be used to:

- Provide care of dependent living in the home – when no one other than employee is available at the time to provide the care e.g. – sick child, dependent care issues.
 - To provide transportation for hospital, medical or dental treatment for a dependent or immediate family member.
 - To attend meetings with school authorities or adoption agencies.
- 

ARTICLE 25 - INJURED ON DUTY


25.01 An employee who is injured on duty shall receive regular salary payment for the remainder of the workday without deduction from sick leave credits, provided that medical evidence indicates the employee to be unfit for further work on that day or shift.

25.02 The absence of an employee, who is receiving total temporary disability benefits under the Workers' Compensation Act, shall not be charged against the employee's sick leave or vacation credits, which shall accumulate.

25.03 An employee who is injured on duty shall have the option to use sick time until the claim has been adjudicated. If the claim is accepted and the employee remains absent due to work injury the employee must switch to receipt of WHSCC benefits. At that time the employee will have the option of repaying, in full, all sick credits used while awaiting a decision from adjudication and having these days reimbursed back to their personal sick credits.

ARTICLE 26 - PROMOTIONS AND STAFF CHANGES


26.01 Prior to public advertising or filling any position inside the bargaining unit, or any newly created position inside the bargaining unit, the Employer shall notify the Union in writing of the details and shall post notice of the vacancy on the staff bulletin boards for a minimum of six (6) working days, thus affording the employees an opportunity to make application thereto. Such notice shall contain the classification, desired knowledge, education required for the job functions or experience equivalency, hours of work, and for bargaining unit positions, salary range and rate. Such requirements shall be those necessary to perform the job functions. The selection of the successful applicant shall be made within twenty (20) days of the close of posting. Within two (2) weeks of being awarded the position, the successful applicant shall assume the duties and if the employer is unable to place the successful applicant in the position at that time, they shall commence their new payrate.



26.02 Both parties recognize:

1. the principle of promotion within the service of the Employer;
2. that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, to positions within the bargaining unit, appointment shall be made of the applicant with the greatest seniority, provided the applicant meets



the minimum qualifications for the position. Within five (5) working days of the awarding of a position, the name of the successful applicant shall be placed on all bulletin boards, with a copy to all applicants.

Casual employees' seniority shall be applicable in Article 26.02. However, permanent employees' seniority shall be considered greater than that of any casual employee.

26.03 When a position is filled by the appointment of a staff member, there will be a six month probationary period.

Such probationary employees shall not be considered probationary employees, as per article 1. If a casual employee has successfully passed their initial probationary period they would not be considered a probationary employee, as per article 1.

If a casual employee serves their initial probationary period for 6 consecutive months and is immediately successful in a permanent position in the same position, they will not be required to serve a second 6 month probation in that position providing they have successfully carried out the full duties of the position.

An employee serving his initial probationary period shall not have the right to grieve on promotion or transfer. If the applicant for a position either inside or outside the bargaining unit proves to be unsatisfactory or voluntarily wishes to revert to their previous position during their probationary period, return to their position vacated shall be guaranteed without loss of seniority or salary. Similarly, any other employee transferred or promoted because of reclassification shall be returned to the position vacated without loss of seniority or salary.

26.04 When an employee is promoted to a higher classification within the bargaining unit, the assigned salary shall be the lowest step in the higher position that gives the employee a minimum increase of 10%, but the new salary cannot exceed the top step of the new salary range even if the increase is less than 10%.

26.05 The Employer shall notify a Union executive of any hiring, appointment, lay-off, rehiring, and termination of employment. Once each month, the Employer shall provide the Union with a listing of all persons who have been employed on a casual or temporary basis, along with description of the nature and length of the employment.

26.06 Six (6) weeks before the introduction of any technological change which may require new or greater skills than are possessed by the employees affected, the Employer shall notify the Union of the proposed change. In the event that such changes require new or greater skills than are possessed by employees, then such employees shall be given a reasonable period of time during which they may acquire such skills. An employee who is displaced from a job because of technological change will be given the opportunity (including a reasonable training period, if necessary) to fill other positions in the bargaining unit in accordance with the employee's qualifications, ability and seniority.

26.07 In order to give employees the opportunity of determining whether they may be interested in another position, in which they have not been previously exposed to, the Employer agrees to allow senior employees, who meet the qualifications or who are within 12 months of part-time schooling to meeting the qualifications, to have exposure to positions inside or outside the bargaining unit. Accordingly, senior employees shall be allowed opportunities to be exposed to higher or equal

positions during regular working hours by working together with employees for temporary periods, without affecting the salary or pay of the employees concerned. Such opportunities for exposure shall be allocated to the seniority provisions of this Agreement.

26.08 The Employer shall pay the cost of successfully completed official language, academic or technical courses which were attended outside working hours and were approved in advance by the Employer. If an employee's application for approval is denied, the employee shall be given the reason in writing. Employees may find additional information on education under the Employer's Directive (33-000.22) Employee Education.

ARTICLE 27 - TEMPORARY ASSIGNMENTS

27.01 Temporary assignments of less than thirty (30) days shall be afforded to the senior employee in the department who is capable of performing the job. Temporary assignments of more than thirty (30) days shall be posted for at least forty-eight (48) hours and be awarded to the senior applicant in the bargaining unit who meets the minimum qualifications for the posting. An employee required to substitute in a higher position during the temporary absence of another employee for at least three (3) consecutive working days, shall be entitled to receive the minimum salary step in the new position which is above their current salary or an additional ten (10) percent in salary increase, whichever is the greater not to exceed the maximum of the position, retroactive to the first day of the assignment. Unless the temporary assignment is given to the employee in writing, the employee shall not be required to perform duties other than his/her own.

A vacancy created by filling a position, which had been posted under this Article, shall be afforded to the senior employee in the department, provided the employee meets the minimum qualifications for the position. Notwithstanding the first sentence, should the vacancy created by filling a position, which had been posted under this Article, be in a department with five (5) or less bargaining unit members, the vacancy will be posted.

An employee on a temporary assignment cannot apply for another temporary assignment unless they have given notice in writing to terminate their current temporary assignment prior to the posting of the other temporary assignment.

27.02 Where the higher position is outside the bargaining unit, the employee shall receive the rate of pay of the position filled with an increase of not less than ten (10) percent. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary assignment.

27.03 When an employee is assigned to perform, in addition to his own job duties, the major functions of another position for at least three (3) consecutive working days, he/she shall be entitled to receive an additional ten (10) percent of his basic salary. Unless the temporary assignment is given to the employee in writing, the employee shall not be required to perform duties other than his/her own.

ARTICLE 28 - LAY-OFFS AND RE-HIRINGS

28.01 The Employer shall notify employees of impending lay-offs ten (10) working days prior to the effective date. Where such advance notice is not given, the Employer shall ensure payment of salary for that part of the ten (10) working days for which work was not made available.

28.02 In the event of a lay-off, employees shall be released in the reverse order of seniority, provided those retained have the ability to do the work. When re-hirings are to be effected, employees shall be recalled in reverse order of lay-off.

28.03 No job applicants shall be hired until temporarily laid off employees have had the opportunity for re-employment.

28.04 The Employer shall pay the full premiums for the Life Health and Dental program and group life insurance coverage for any employee who is temporarily laid off for a period of three (3) months or less.

ARTICLE 29 - RETENTION OF RIGHTS AND PRIVILEGES

In the event the Employer transfers, merges, amalgamates, or combines any of its operations or functions with or to another organization, the Employer, through whatever merger or transfer agreement involved, agrees that all benefits and conditions of employment held by the employees shall be integrated and shall not be adversely affected, insofar as it is possible for the Employer to do so.

ARTICLE 30 - DISABLED EMPLOYEE PREFERENCE

An employee who has given good and faithful service and who, through advancing years or temporary disablement, is unable to perform the regular duties of the position, shall be given priority of consideration of any light work available for which the employee is qualified, at the salary payable for the position to which assigned.

ARTICLE 31 - INSURED BENEFITS

31.01 The employer will make the following payment October 1st each year of the agreement:

\$4,105.07 * budgeted positions (currently 114) + \$3,118.97 (world wide travel)

For clarification, the only change in the calculation from year to year would occur if the number of budgeted positions changed.

31.02 The Employer shall pay the full premium of the following Group Life Insurance Plan. A \$60,000 basic benefit.

Such amount to be carried forward pro rata until the parties enter into a renewal agreement following the termination of the written agreement.

ARTICLE 32 - SUBCONTRACTING

The Employer shall not, subcontract, transfer, lease, assign or convey in whole or part, to any other plant, person, company, any work or service which is presently or hereafter assigned to the bargaining unit, unless the employer in taking such action does not cause an employee in the bargaining unit to suffer a reduction of pay, be laid off or to be displaced from the employee's classification unless the employee is afforded an equivalent or higher position. Affected employees may also be afforded a lower paying position without loss of pay if mutually agreed.

ARTICLE 33 – HEALTH AND SAFETY

33.01 The Employer shall make all reasonable provisions for the safety of its employees while on duty, and shall provide for such tools, safety equipment and protective clothing as may be required in the performance of duty.

33.02 It is agreed that a Health & Safety Committee be appointed, comprising one member from the bargaining unit and one representative of the Employer. Duties of this Committee shall be to promote health and safety in working conditions, and health inspections at regular intervals.

33.03 At the request of either the Union or the Employer, the Health & Safety Committee shall be required to investigate and report as soon as possible on the cause and nature of the accident and injury. This Committee shall also be required to deal with situations where unsafe working conditions are reported or where protective safety apparel has been recommended.

ARTICLE 34 - GENERAL

34.01 Notwithstanding anything contained in this Agreement, employees shall be punctual in reporting for duty and neat in appearance. To this end, the Union shall cooperate in eliminating tardiness or absenteeism.

34.02 Both parties shall recognize the importance of courtesy, patience and understanding in dealing and communicating with fellow employees, injured workers, employers, and all other stakeholders and the general public.

34.03 The Employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

34.04 Each employee shall be entitled to examine his/her personnel file once per calendar year, and prior to any hearing involving the employee.

ARTICLE 35 - CORRESPONDENCE

35.01 All formal correspondence with the union Executive shall pass to and from the Employer through the Secretary of the Union.

ARTICLE 36 - WAGES

36.01 The Employer shall pay salaries for the established classifications in accordance with Appendix "A" attached hereto and forming part of this Agreement.

36.02 The Employer shall pay salaries every second Thursday and the Employer shall, at least monthly, provide each employee with an itemized statement of wages and deductions.

36.03 Every employee who has been in the continuous service of the company for:

- (a) ten (10) years, but less than twenty (20) years, shall be entitled to long service pay at the rate of one (1) percent of his/her annual salary as set forth in Appendix "A" attached hereto; or

- (b) twenty (20) years, but less than twenty-five (25) years, shall be entitled to long service pay at the rate of two (2) percent of his/her annual salary as set forth in Appendix "A" attached hereto; or
- (c) twenty-five (25) years or more shall be entitled to long service pay at the rate of three (3) percent of his/her annual salary as set forth in Appendix "A" attached hereto. Once an employee reaches this 25 years of service they may choose to exchange their 3% long service pay for an additional week of annual vacation. This choice can be made one time only; it must be made in writing and becomes effective January 1st following the date the choice is made. Once this choice is made it cannot be reversed.

All employees have the option of maintaining the Long Service Pay benefit in accordance with the above, OR may choose to bank such leave until they cease to be an employee of the organization. The option of switching Long Service for additional bank leave may only be made once. Such banked leave shall be paid out or used as equivalent paid time off, prior to leaving the organization.

36.04 Such long service pay shall be pro-rated and paid to a qualifying employee with his/her regular salary, paid in accordance with Article 36.02.

36.05 For greater certainty, the long service pay benefits under Article 36.03 shall not be cumulative. Service pay shall only apply to permanent employees. However, in the case of a permanent employee who had previously worked on a casual or temporary basis, "continuous service" for the purpose of Articles 36.03 and 36.04 shall include the period of time between their seniority date (as calculated in Article 16.04) and the date of their appointment to a permanent position.

36.06 For the purpose of applying the increments in Appendix "A", the anniversary date for all permanent employees as of December 31, 1976 shall be deemed to be January 1st of each year, and the anniversary date for all other employees shall be deemed to be one (1) year from the most recent date of hiring. Casual employees will be paid at step 1 of the position they have been assigned to under Appendix "A" of the collective agreement.

36.07 Notwithstanding the term of this Agreement, only the provisions of Articles 36.01, 36.03, 36.06 shall be retroactive to January 1, **2013**. The provisions of Articles 36.01 and 36.03 shall be retroactive to January 1, **2013** to those persons in the Bargaining Unit who have retired from the Commission during the term of this Agreement.

ARTICLE 37 - DURATION AND TERMINATION

37.01 This Agreement shall be in effect from January 1, 2008 to and including December 31, 2010, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new agreement by giving written notice to the other party at least thirty (30) days, but not more than ninety (90) days, prior to the termination of this Agreement, or any renewal thereof.

37.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a

renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the Public Service Labour Relations Act.

37.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Both Management and Union agree, where conditions of work arise which are not covered by the contract, that it be desirable to enter into a formal agreement called an in-house agreement. All letters of agreement, again called in-house agreements, will be subject to the grievance procedure.

ARTICLE 38 - TRAVEL REGULATIONS

38.01 - DEFINITIONS

Headquarters Area - means the area in which is located the station to which the employee is appointed, and comprises the limits of the city.

Lodgings - means living quarters in any public establishment.

Mileage Allowance - means the amount payable in accordance with this agreement for the use of privately owned vehicles.

Traveling Expenses - means any expenses allowable under this agreement.

38.02 Any employee traveling by automobile on employer business in excess of 12,000 miles or 19,312 kilometers per calendar year may be assigned an employer-owned vehicle. Upon delivery of an assigned automobile, the employee shall be provided with the vehicle registration, insurance coverage data and credit cards issued in the name of the employer. The employee shall sign a letter stating the condition of the vehicle. If the employee wants to turn in their company vehicle and claim mileage they may but must have liability coverage for \$1,000,000. The employee may reapply for a company vehicle at a later date but the application would be considered at the Employer's discretion.

The standard equipment on employer-owned vehicles shall include (on the purchase of new vehicles only):

- power steering
- am/fm radio
- four doors
- split seat
- power brakes with anti-lock brake system (abs)
- heavy duty suspension
- air conditioning
- driver side inflatable restraint

38.03 Any repairs, maintenance or purchases required for the normal operations of a vehicle shall be paid by issued credit cards, whenever possible. Employer approval shall be required prior to payment of vehicle expenses exceeding \$125.

38.04 Prior to departure, an employee shall receive a travel advance sufficient to cover the estimated expenses of the journey. However, a standing advance shall be made to an employee who is required to travel frequently. It shall be sufficient to cover estimated expenses for a two (2) week

period. A standing advance shall be reimbursed to the employer on or before December 31st of each year.

38.05 An employee who has been assigned an Employer-owned vehicle shall be required, on return to the office from an authorized trip, to have the vehicle filled with gasoline at the Employer's expense and obtain a dated sales slip to cover the purchase. Preceding the next authorized trip outside the headquarters area, if the employee has driven in excess of fifty (50) miles or eighty (80) kilometers, he/she will again have the vehicle filled with gasoline at his/her own expense and obtain a dated sales slip to cover the purchase. This sales slip shall be marked "personal" and submitted with an expense report. An employee shall not be permitted use of an assigned vehicle outside the Province of New Brunswick or on vacation without the Employer's authorization.

38.06 Each calendar year, an employee assigned a vehicle shall be allowed 12,000 kilometers for personal use, pro-rated over the year, without expenses other than gasoline.

38.07 The Employer may authorize travel by privately owned vehicles. The applicable rates will be \$.39 per kilometer.

Mileage will be calculated from and to headquarters area.

If during the term of the contract, the mileage rates increase for other Commission employees or its Board of Directors, the above rate shall be adjusted to reflect the same rate.

38.08 An employee assigned an Employer-owned vehicle shall not be held liable for any damage or loss which occurs as a result of an accident or otherwise when the employee is not at fault. However, if the employee is at fault, he shall not be held liable for damage or loss in excess of \$250. In the event of an accident involving an Employer-owned vehicle, the employee involved shall submit a written report outlining the circumstances surrounding such accident.

38.09 Upon presentation of recognized receipts, an employee shall be reimbursed for the following: lodgings, telephone, postage and if the absence exceeds five (5) working days, laundry and dry cleaning. When absence exceeds four (4) days, two (2) personal telephone calls to home may be included in the accommodations receipt. Employees shall be reimbursed reasonable and necessary tips, gratuities and other incidental expenses related directly to travel, at a rate of \$10.00 per night for which receipts are not required.

38.10 Employees shall submit for reimbursement the following expenses: parking, tolls, ferry charges, plus a per diem rate of \$37.50 for meals. Where fewer than three meals are required in a day, the allowance shall be: breakfast \$7.50, lunch \$10.50, and dinner \$19.50. The out-of-province per diem rate will be: breakfast \$10.00, lunch \$12.00 and dinner \$24.00 for a total of \$46.00.

When departure time from the headquarters area is after 8:00 a.m., the employee shall not claim breakfast allowance, or if departure is after 1:15 p.m., lunch shall not be claimed. If departure is after 7:00 p.m., dinner shall not be claimed. When the arrival time back to the headquarters area is before 12:15 p.m., lunch shall not be claimed or if arrival is before 5:30 p.m., dinner shall not be claimed.

38.11 If, during the term of the contract, the daily meal allowance for other Commission employees or Board of Directors increases above the rates identified in Article 38.10, those rates shall be adjusted to reflect the same rates.

38.12 An employee shall submit their expense report, on the approved forms, detailing the expenditures incurred and the places where they were made and shall attach all necessary receipts. Also indicated shall be mileage at the beginning and conclusion of an authorized trip. The employee shall be reimbursed for their expenditures within ten (10) working days of submission.

38.13 Where an employee uses overnight accommodations other than commercial, he shall be reimbursed \$40.00 per night.

ARTICLE 39 - EI REBATE

39.01 The Employer agrees that five-twelfths (5/12) of any benefit derived shall be returned to the Union **in trust** to be used for education of the members of the bargaining unit on or before the last working day in February.

IN WITNESS WHEREOF the parties have signed this 4 day of July, 2013

FOR THE EMPLOYER

Gerald M Adams

[Signature]

FOR THE UNION

A. Atherton

C. Gordon

APPENDIX "A"

Salary
Range No. Classifications

RANGE I

Receptionist (WRC)

RANGE II

Enquiry Clerk

RANGE III

Decision Processing Clerk
Document Processing Clerk

RANGE IV

Admitting Clerk
Appeals Secretary
Business Office Clerk
Health Records Transcriptionist
Research Clerk
Support Clerk 1
WRC Program Secretary

RANGE V

Admitting Officer
Bookkeeper
Divisional Support Secretary
Purchasing Clerk
Researcher
Scheduling Coordinator
Support Clerk 2

RANGE VI

Assessment Officer
Benefit Controller
Chief Compliance Office Secretary
Chief Medical Office Secretary
Computer Operator
Help Desk Operator
IT Secretary
Support Clerk (LT)
Support Clerk (NLT)

RANGE VII

Communication Officer-Event Planner
Communications Officer-Publications Specialist
Pensions Officer

RANGE VIII

Adjudicator
Claims Investigator
Translator

RANGE IX

Translation Coordinator



APPENDIX "A" (continued)

The following wage increases will apply:

January 1, 2011 –	0%
January 1, 2012 –	0%
January 1, 2013 –	New Salary scale Adjusted for Job Evaluation
January 1, 2014 -	2%

SALARY SCALE EFFECTIVE JANUARY 1, 2011 (0% FROM JANUARY 1, 2010)

HOURLY	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
RANGE I	\$16.6722	\$17.4454	\$18.2126	\$18.9831	\$19.7489
RANGE II	\$17.0955	\$17.8175	\$18.5860	\$19.2136	\$20.0643
RANGE III	\$17.9146	\$18.5125	\$19.0990	\$19.7489	\$20.4028
RANGE IV	\$18.5125	\$19.0990	\$19.7489	\$20.4028	\$21.1153
RANGE V	\$19.7489	\$20.4028	\$21.1153	\$21.8636	\$22.6482
RANGE VI	\$20.4877	\$21.3593	\$22.2694	\$23.9108	\$24.2344
RANGE VII	\$24.9180	\$25.9157	\$26.9525	\$27.9818	\$29.1541
RANGE VIII	\$27.4014	\$28.5211	\$29.6341	\$30.8549	\$32.1735
RANGE IX	\$28.7712	\$29.9475	\$31.1077	\$32.3980	\$33.7752

BI-WEEKLY

RANGE I	\$1,167.05	\$1,221.18	\$1,274.88	\$1,328.81	\$1,382.42
RANGE II	\$1,196.69	\$1,247.23	\$1,301.02	\$1,344.95	\$1,404.50
RANGE III	\$1,254.02	\$1,295.88	\$1,336.93	\$1,382.42	\$1,428.19
RANGE IV	\$1,295.88	\$1,336.93	\$1,382.42	\$1,428.19	\$1,478.07
RANGE V	\$1,382.42	\$1,428.19	\$1,478.07	\$1,530.45	\$1,585.38
RANGE VI	\$1,434.14	\$1,495.15	\$1,558.86	\$1,673.76	\$1,696.41
RANGE VII	\$1,744.26	\$1,814.10	\$1,886.67	\$1,958.73	\$2,040.79
RANGE VIII	\$1,918.10	\$1,996.48	\$2,074.39	\$2,159.84	\$2,252.14
RANGE IX	\$2,013.99	\$2,096.33	\$2,177.54	\$2,267.86	\$2,364.26

ANNUAL

RANGE I	\$30,343.41	\$31,750.65	\$33,146.85	\$34,549.19	\$35,942.93
RANGE II	\$31,113.90	\$32,427.90	\$33,826.55	\$34,968.78	\$36,517.12
RANGE III	\$32,604.57	\$33,692.82	\$34,760.21	\$35,942.93	\$37,133.01
RANGE IV	\$33,692.82	\$34,760.21	\$35,942.93	\$37,133.01	\$38,429.84
RANGE V	\$35,942.93	\$37,133.01	\$38,429.84	\$39,791.68	\$41,219.78
RANGE VI	\$37,287.60	\$38,873.97	\$40,530.27	\$43,517.74	\$44,106.65
RANGE VII	\$45,350.72	\$47,166.51	\$49,053.47	\$50,926.92	\$53,060.48
RANGE VIII	\$49,870.57	\$51,908.44	\$53,934.03	\$56,155.92	\$58,555.72
RANGE IX	\$52,363.61	\$54,504.53	\$56,616.01	\$58,964.27	\$61,470.81

APPENDIX "A" (continued)

SALARY SCALE EFFECTIVE JANUARY 1, 2012 (0% FROM JANUARY 1, 2011)

HOURLY	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
RANGE I	\$16.6722	\$17.4454	\$18.2126	\$18.9831	\$19.7489
RANGE II	\$17.0955	\$17.8175	\$18.5860	\$19.2136	\$20.0643
RANGE III	\$17.9146	\$18.5125	\$19.0990	\$19.7489	\$20.4028
RANGE IV	\$18.5125	\$19.0990	\$19.7489	\$20.4028	\$21.1153
RANGE V	\$19.7489	\$20.4028	\$21.1153	\$21.8636	\$22.6482
RANGE VI	\$20.4877	\$21.3593	\$22.2694	\$23.9108	\$24.2344
RANGE VII	\$24.9180	\$25.9157	\$26.9525	\$27.9818	\$29.1541
RANGE VIII	\$27.4014	\$28.5211	\$29.6341	\$30.8549	\$32.1735
RANGE IX	\$28.7712	\$29.9475	\$31.1077	\$32.3980	\$33.7752
BI-WEEKLY					
RANGE I	\$1,167.05	\$1,221.18	\$1,274.88	\$1,328.81	\$1,382.42
RANGE II	\$1,196.69	\$1,247.23	\$1,301.02	\$1,344.95	\$1,404.50
RANGE III	\$1,254.02	\$1,295.88	\$1,336.93	\$1,382.42	\$1,428.19
RANGE IV	\$1,295.88	\$1,336.93	\$1,382.42	\$1,428.19	\$1,478.07
RANGE V	\$1,382.42	\$1,428.19	\$1,478.07	\$1,530.45	\$1,585.38
RANGE VI	\$1,434.14	\$1,495.15	\$1,558.86	\$1,673.76	\$1,696.41
RANGE VII	\$1,744.26	\$1,814.10	\$1,886.67	\$1,958.73	\$2,040.79
RANGE VIII	\$1,918.10	\$1,996.48	\$2,074.39	\$2,159.84	\$2,252.14
RANGE IX	\$2,013.99	\$2,096.33	\$2,177.54	\$2,267.86	\$2,364.26
ANNUAL					
RANGE I	\$30,343.41	\$31,750.65	\$33,146.85	\$34,549.19	\$35,942.93
RANGE II	\$31,113.90	\$32,427.90	\$33,826.55	\$34,968.78	\$36,517.12
RANGE III	\$32,604.57	\$33,692.82	\$34,760.21	\$35,942.93	\$37,133.01
RANGE IV	\$33,692.82	\$34,760.21	\$35,942.93	\$37,133.01	\$38,429.84
RANGE V	\$35,942.93	\$37,133.01	\$38,429.84	\$39,791.68	\$41,219.78
RANGE VI	\$37,287.60	\$38,873.97	\$40,530.27	\$43,517.74	\$44,106.65
RANGE VII	\$45,350.72	\$47,166.51	\$49,053.47	\$50,926.92	\$53,060.48
RANGE VIII	\$49,870.57	\$51,908.44	\$53,934.03	\$56,155.92	\$58,555.72
RANGE IX	\$52,363.61	\$54,504.53	\$56,616.01	\$58,964.27	\$61,470.81

APPENDIX "A" (continued)

SALARY SCALE EFFECTIVE JANUARY 1, 2013 (New Salary Scale Adjusted for Job Evaluation)

HOURLY

	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
RANGE I	\$17.0575	\$17.8250	\$18.6272	\$19.4654	\$20.3413
RANGE II	\$17.3299	\$18.1098	\$18.9247	\$19.7763	\$20.6663
RANGE III	\$17.6222	\$18.4152	\$19.2439	\$20.1099	\$21.0148
RANGE IV	\$18.2377	\$19.0584	\$19.9160	\$20.8122	\$21.7488
RANGE V	\$19.5617	\$20.4420	\$21.3619	\$22.3231	\$23.3277
RANGE VI	\$20.9317	\$21.8736	\$22.8580	\$23.8866	\$24.9615
RANGE VII	\$25.1809	\$26.3141	\$27.4982	\$28.7356	\$30.0287
RANGE VIII	\$27.7888	\$29.0393	\$30.3461	\$31.7117	\$33.1387
RANGE IX	\$29.1722	\$30.4850	\$31.8568	\$33.2904	\$34.7884

BI-WEEKLY

RANGE I	\$1,194.02	\$1,247.75	\$1,303.90	\$1,362.58	\$1,423.89
RANGE II	\$1,213.10	\$1,267.69	\$1,324.73	\$1,384.34	\$1,446.64
RANGE III	\$1,233.56	\$1,289.07	\$1,347.07	\$1,407.69	\$1,471.04
RANGE IV	\$1,276.64	\$1,334.09	\$1,394.12	\$1,456.85	\$1,522.41
RANGE V	\$1,369.32	\$1,430.94	\$1,495.33	\$1,562.62	\$1,632.94
RANGE VI	\$1,465.22	\$1,531.15	\$1,600.06	\$1,672.06	\$1,747.30
RANGE VII	\$1,762.67	\$1,841.99	\$1,924.87	\$2,011.49	\$2,102.01
RANGE III	\$1,945.22	\$2,032.75	\$2,124.23	\$2,219.82	\$2,319.71
RANGE IX	\$2,042.06	\$2,133.95	\$2,229.98	\$2,330.33	\$2,435.19

ANNUAL

RANGE I	\$31,044.56	\$32,441.57	\$33,901.44	\$35,427.00	\$37,021.22
RANGE II	\$31,540.50	\$32,959.82	\$34,443.02	\$35,992.95	\$37,612.63
RANGE III	\$32,072.46	\$33,515.72	\$35,023.92	\$36,600.00	\$38,247.00
RANGE IV	\$33,192.55	\$34,686.22	\$36,247.10	\$37,878.22	\$39,582.74
RANGE V	\$35,602.27	\$37,204.38	\$38,878.57	\$40,628.11	\$42,456.37
RANGE VI	\$38,095.72	\$39,810.02	\$41,601.47	\$43,473.54	\$45,429.85
RANGE VII	\$45,829.30	\$47,891.62	\$50,046.74	\$52,298.85	\$54,652.29
RANGE VIII	\$50,575.64	\$52,851.54	\$55,229.86	\$57,715.21	\$60,312.39
RANGE IX	\$53,093.46	\$55,482.66	\$57,979.38	\$60,588.45	\$63,314.93

Employees will receive the following based on % change in salary rate in their position (Range and Step) on January 1, 2013.

- < 100% - incumbents are red circled as long as they remain in current position + will receive 3% lump sum payment
- > 100% but < 103% - will receive job evaluation salary increase + receive lump sum payment to make up difference to equal 3% total increase
- 1.03% - will receive 3% job evaluation salary increase

APPENDIX "A" (continued)

SALARY SCALE EFFECTIVE JANUARY 1, 2014 (2% from Salary Scale January 1, 2013)

HOURLY	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
RANGE I	\$17.3986	\$18.1815	\$18.9997	\$19.8547	\$20.7482
RANGE II	\$17.6765	\$18.4720	\$19.3032	\$20.1719	\$21.0796
RANGE III	\$17.9747	\$18.7835	\$19.6288	\$20.5121	\$21.4351
RANGE IV	\$18.6024	\$19.4395	\$20.3143	\$21.2285	\$22.1837
RANGE V	\$19.9529	\$20.8508	\$21.7891	\$22.7696	\$23.7942
RANGE VI	\$21.3503	\$22.3111	\$23.3151	\$24.3643	\$25.4607
RANGE VII	\$25.6846	\$26.8404	\$28.0482	\$29.3103	\$30.6293
RANGE VIII	\$28.3446	\$29.6201	\$30.9530	\$32.3459	\$33.8015
RANGE IX	\$29.7557	\$31.0947	\$32.4939	\$33.9562	\$35.4842

BI-WEEKLY					
RANGE I	\$1,217.90	\$1,272.71	\$1,329.98	\$1,389.83	\$1,452.37
RANGE II	\$1,237.36	\$1,293.04	\$1,351.23	\$1,412.03	\$1,475.57
RANGE III	\$1,258.23	\$1,314.85	\$1,374.02	\$1,435.85	\$1,500.46
RANGE IV	\$1,302.17	\$1,360.77	\$1,422.00	\$1,485.99	\$1,552.86
RANGE V	\$1,396.70	\$1,459.56	\$1,525.24	\$1,593.87	\$1,665.60
RANGE VI	\$1,494.52	\$1,561.78	\$1,632.06	\$1,705.50	\$1,782.25
RANGE VII	\$1,797.92	\$1,878.83	\$1,963.37	\$2,051.72	\$2,144.05
RANGE VIII	\$1,984.12	\$2,073.41	\$2,166.71	\$2,264.21	\$2,366.10
RANGE IX	\$2,082.90	\$2,176.63	\$2,274.58	\$2,376.93	\$2,483.89

ANNUAL					
RANGE I	\$31,665.45	\$33,090.40	\$34,579.47	\$36,135.54	\$37,761.64
RANGE II	\$32,171.31	\$33,619.02	\$35,131.88	\$36,712.81	\$38,364.89
RANGE III	\$32,713.91	\$34,186.03	\$35,724.40	\$37,332.00	\$39,011.94
RANGE IV	\$33,856.40	\$35,379.94	\$36,972.04	\$38,635.78	\$40,374.39
RANGE V	\$36,314.32	\$37,948.46	\$39,656.14	\$41,440.67	\$43,305.50
RANGE VI	\$38,857.63	\$40,606.22	\$42,433.50	\$44,343.01	\$46,338.45
RANGE VII	\$46,745.89	\$48,849.45	\$51,047.68	\$53,344.82	\$55,745.34
RANGE VIII	\$51,587.15	\$53,908.57	\$56,334.46	\$58,869.51	\$61,518.64
RANGE IX	\$54,155.33	\$56,592.32	\$59,138.97	\$61,800.22	\$64,581.23

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APPENDIX "B"

The following are examples of the integration of borrowed sick time, sick leave bank and leave of absence for medical reasons.

Example 1 - Borrowing time under Article 23.08

- Employee has no personal sick time left.
- Employee is sick and out for 3 weeks.
- **Relief** - Employee requests 15 days in writing under Article 23.08.

Example 2 - Has already borrowed time under Article 23.08 and is looking for additional time

- Employee had borrowed 15 days and has been back to work for 2 months. Employee still owes 12 days to employer (15 - 3 days, 1.5 days for each month).
- Employee has flu, cold, sprained ankle, broken finger, etc. and is out for 2 days.
- Employee applies for time under Article 23.08.
- **Relief** - No time under Article 23.08. Requires vacation or time without pay.

Example 3 - Has borrowed time and is now off work for a period which extends to sick leave bank

- Employee had borrowed time and paid a portion back. Employee now has 5 days owing to the employer.
- Employee now goes out for an operation which will put the employee out for 5 weeks (25 days).
- **Relief** - Employee borrows 10 more days (to top up to 15 days owing) and receives 15 additional days from the "sick leave bank".

Example 4 - Employee goes out for an extended period

- Employee has 20 days in his/her personal sick time. Employee goes out for 6 months due to cancer treatments.
- **Relief** - Employee uses his/her personal sick time, borrows 15 days, utilizes 20 days under the "sick leave bank", then the employee is absent for medical reasons, during which time he/she could draw EI sick leave benefits.

LETTER OF INTENT

To: C.U.P.E. Local 1866 Members
(Appended to the Collective Agreement)

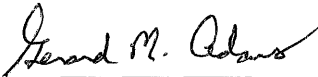
July 4, 2013
Signing Date

The Workplace Health, Safety and Compensation Commission remains committed to the welfare and well being of its employees. As such the Commission undertakes to provide a work environment, which challenges its employees and fully develops their skills and attributes.

No employee hired on or before **August 27, 2008** who is a member of C.U.P.E. Local 1866 shall be laid off during the life of this agreement.

This letter shall form part of the Collective Agreement between C.U.P.E. Local 1866 and the Workplace Health, Safety and Compensation Commission executed this date, July 4, 2013 and expires with this agreement. Any alleged violation of the commitment contained in this letter may be grieved under the provisions of this collective agreement.

Respectfully,



Gerard Adams
President & CEO

Human Resources

1 Portland Street, PO Box 160
Saint John NB E2L 3X9
Phone 506 632-2328
Toll free 1 800 222-9775
Fax 506 642-0718
Web www.whscc.nb.ca

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1, rue Portland, case postale 160
Saint John NB E2L 3X9
Téléphone 506 632-2328
Sans frais 1 800 222-9775
Télécopieur 506 642-0718
Web www.whscc.nb.ca


**LETTER OF AGREEMENT**

In accordance with article 31.01 – Insured Benefits of the Collective Agreement between the Workplace Health, Safety and Compensation Commission and the Canadian Union of Public Employees Local 1866 dated July 4, 2013, the parties agree to the following:

- CUPE Local 1866 will use the lump-sum payment solely for the purpose of providing health benefits to the members of CUPE Local 1866.

Signed:

WHSCC 
Gerard Adams

CUPE Local 1866 
Amanda Atherton