

**COLLECTIVE AGREEMENT**

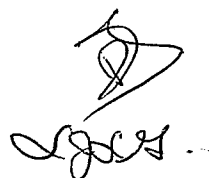
BETWEEN

**Work Safe NB**

AND

**THE CANADIAN UNION OF  
PUBLIC EMPLOYEES, LOCAL 946**


Period: January 1, 2008 to  
December 31, 2012

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a personal name.

## INDEX

### ARTICLE

DEFINITIONS.....	1
RECOGNITION .....	2
APPLICATION.....	3
UNION SECURITY.....	4
MANAGEMENT RIGHTS .....	5
STRIKES AND LOCKOUTS.....	6
PROVINCIAL SECURITY.....	7
PUBLIC LEGISLATION.....	8
DISCRIMINATION.....	9
SETTLEMENT THROUGH DISCUSSION .....	10
GRIEVANCE PROCEDURE.....	11
ADJUDICATION .....	12
SUSPENSION AND DISCHARGE .....	13
SENIORITY .....	14
SUPERANNUATION .....	15
RETIREMENT ALLOWANCE.....	16
HOURS OF WORK .....	17
OVERTIME.....	18
HOLIDAYS .....	19
VACATIONS.....	20
SICK LEAVE.....	21
LEAVE OF ABSENCE.....	22
INJURED ON DUTY .....	23
PROMOTIONS AND STAFF CHANGES .....	24
TEMPORARY ASSIGNMENTS.....	25
LAY-OFFS AND REHIRINGS.....	26
DISABLED EMPLOYEE PREFERENCE.....	27
WELFARE BENEFITS .....	28
UNIFORMS .....	29
SUBCONTRACTING.....	30
SAFETY AND HEALTH.....	31
GENERAL .....	32
CORRESPONDENCE .....	33
WAGES.....	34
DURATION AND TERMINATION.....	35
CLASSIFICATION AND APPEAL PROCEDURE.....	36
LABOUR MANAGEMENT COMMITTEE.....	37

RGCH. 

## **PREAMBLE**

### **PURPOSE OF AGREEMENT**

It is the purpose of both parties to this Agreement:

- 1) To improve relations between the Employer and the Union and provide settled and just conditions of employment.
- 2) To recognize the mutual value of joint discussions in all matters pertaining to working conditions, employment, and service.
- 3) To encourage efficiency in operations.
- 4) To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

### **ARTICLE 1 - DEFINITIONS**

**1:01** In this Agreement, words defined in the Public Service Labour Relations Act have same meaning as in that Act.

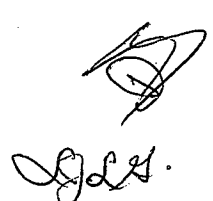
In this Agreement, words defined in the Interpretation Act and not defined in the Public Service Labour Relations Act, have the same meaning as in the Interpretation Act.

**"CASUAL"** means a person who has been hired on a temporary day-to-day basis for the purpose of vacation relief or other employment.

**"CASUAL EMPLOYEE"** means an employee who has been hired on a temporary day-to-day basis. Casual employees shall be entitled to all 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: 14, 15, 16, 19, 20, 21, 22, 24, 25, 26, 28, 29.02, 34.

**"DAY OF REST"** means any day that an employee is scheduled to be off duty.

**"PERMANENT EMPLOYEE"** means an employee who has successfully completed his or her probationary period of employment and has been confirmed by the employer as a permanent employee.



**"PERMANENT POSITION"** means a position listed in Appendix "A" of this agreement, 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 to filling a permanent position, the normal probationary period being three months, with extension to six months by consent of both parties. A probationary employee is entitled to all benefits of this Agreement. However, at such time as an employee is appointed to the permanent staff, the probationary period shall be included in reckoning benefits such as vacation and sick leave. The discharge of a probationary employee shall not be subject to the grievance procedure.

**"SHIFT WORKER"** means an employee whose duties are carried out in a Department which normally functions twenty-four hours per day.

## **ARTICLE 2 - RECOGNITION**

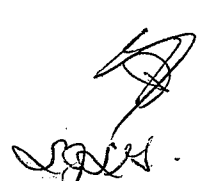
- 2:01** The employer recognized the union as the exclusive bargaining unit for all employees to whom Labour and Employment Board Certification number PS-034-95, dated February 8, 1996 applies.
- 2:02** No employee may be required or permitted to make any written or verbal agreement which conflicts with the terms of this contract.
- 2:03** No person in the bargaining unit shall be laid off as a result of persons outside the bargaining unit doing bargaining unit work.

## **ARTICLE 3 - APPLICATION**

- 3:01** This agreement applies and is binding on the union, the employee, the employer, and its representatives.

## **ARTICLE 4 - UNION SECURITY**

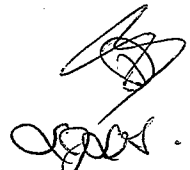
- 4:01** All new employees added to the staff after signing this agreement shall, as a condition of employment, become members of the Union immediately after receiving permanent appointment.
- 4:02** The employer shall deduct from the wages of all employees an amount equal to the monthly dues of the union.
- 4:03** The sums deducted pursuant to this article shall be remitted to the Secretary-Treasurer of the union not later than the fifteenth (15th) day of the month immediately following, accompanied by a list of employees from whose wages the deductions have been made.



- 4:04** 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 presented with a copy of the Agreement by the employer on commencement of employment.
- 4:05** 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 memberships and his/her responsibilities and obligations to the employer and the union.

## **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5:01** All functions, rights, powers and authority which the employer has not specifically abridged, delegated or modified by this Agreement shall be recognized by the union as being retained by the employer. These functions, rights, powers and authority 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 or 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.
- 5:02** The exercise of the aforementioned functions, rights, powers and authority of the Employer shall be subject to any abridgement, 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 discussed by the union and the employer and failing a satisfactory resolution shall be decided through the grievance and adjudication 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.



## **ARTICLE 6 - STRIKES AND LOCKOUTS**

**6:01** There shall be no strikes, walkouts, lockouts, picketing, work slowdowns or suspensions of work during the term of this agreement.

## **ARTICLE 7 - PROVINCIAL SECURITY**

**7:01** 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 New Brunswick in the interest of health, safety or security of the people of the Province.

## **ARTICLE 8 - PUBLIC LEGISLATION**

**8:01** 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 provision 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.

**8:02** Where any provision of this Agreement conflicts with the provision of any Public Statute or Regulations of the province, the provisions of the Public Statute or Regulations shall prevail.

Where this agreement provides for greater benefit, privilege, right or obligation that the Employment Standards Act, the collective agreement shall prevail.

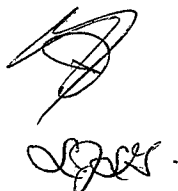
## **ARTICLE 9 - DISCRIMINATION**

**9:01** There shall be no discrimination, restraint or coercion exercised or practiced upon any employee because membership in the union or otherwise as restricted by the New Brunswick Human Rights Act.

## **ARTICLE 10 - SETTLEMENT THROUGH DISCUSSION**

**10:01** 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.

**10:02** For these reasons, both parties agree that when an employee has such a complaint, he will be encouraged to discuss the matter with his supervisor as soon as possible after the circumstances giving rise to the complaint occurred, and before the first step of the grievance procedure is implemented.



## ARTICLE 11 - GRIEVANCE PROCEDURE



**11:01** The union may appoint or otherwise select not more than four (4) permanent employees to collectively act as a Grievance Committee and each such employee shall be selected from among staff members in a Department, or two or more Departments which are to be represented. Following appointment and subject to written notification to the employer of the names of the appointees and their respective Departments, these employees shall be designated as union stewards, with one of their number appointed as chief steward. Duties of the Grievance Committee shall include assisting employees in preparing and presenting grievances in accordance with the grievance procedure hereinafter described.

**11:02** 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/or 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/or the aggrieved shall report to the Department Head.

**11:03** Where an employee alleges that the employer has violated any provision of this Agreement, and where the employee has the written consent of the union, the following procedures shall apply:

**STEP ONE:** Within ten (10) full working days after the alleged incident has occurred or the discussion of the alleged incident has taken place, as provided in Article 10:02, the employee may present the grievance in writing, on the form approved by the Public Service Labour Relations Board, either by personal service or by registered mail to the person designated by the employer as the first level of the grievance procedure. If the employee does not receive a reply, or a satisfactory settlement within ten (10) 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 (10) full working days from the expiration of the ten (10) day period referred to in Step One, the employee may present the grievance by personal service or by registered mail to the Vice President, designated as Level Two in the grievance procedure. Copies of all correspondence concerning the grievance, presented at Level One including the reply by the person designated by the employer under Step One must accompany the grievance. In an attempt to resolve the grievance, the Vice President or designate shall meet with the employee and shop steward within five (5) working days from the date on which the grievance was presented to the Vice President. The Vice President shall reply in writing to the employee within ten (10) working days from the date of the meeting, and if the employee does not receive a satisfactory settlement of the grievance, the employee may proceed to Step Three.



**STEP THREE:** Within ten (10) working days from the expiration of the last ten (10) day period referred to in Step Two, the employee may present the grievance in writing either by personal service or by registered mail to the President of the Workplace Health, Safety and Compensation Commission, or his designate. Copies of all correspondence concerning the grievance, including the replies by the persons designated by the employer under Step One and Step Two must accompany the grievance. The President of the Workplace Health, Safety and Compensation Commission or his designate shall reply to the employee within ten (10) working days from the date the grievance was presented to him. If the employee does not receive a reply, or a satisfactory settlement of the grievance from the President of the Workplace Health, Safety and Compensation Commission or his designate within ten (10) working days from the date on which the grievance was presented to him, the employees may in accordance with the terms of the New Brunswick Public Service Labour Relations Act refer the grievance to Adjudication not later than twenty (20) working days after the date on which the employees received an unsatisfactory reply from the President of the Workplace Health, Safety and Compensation Commission, or his designate.

**11:04** In any case where the employee presents a grievance in person, or in any case in which a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the union.

**11:05** In determining the time in which any step under the foregoing procedures 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 reopened, except as per the Public Service Labour Relations Act.

**11:06** Any grievance arising directly between the employer and the union shall be initiated at Step Three.

**11:07** Time limits specified in this article may be extended by agreement between the parties in writing.

**11:08** Any mutually agreed changes to this collective agreement shall form part of this agreement and are subject to the grievance procedure.

## **ARTICLE 12 - ADJUDICATION**

**12:01** The provisions of the Public Service Labour Relations Act and regulations governing the Adjudication of the grievance shall apply to grievances lodged under the terms of this agreement.

**12:02** Where any employee has presented a grievance up to and including the final level in the grievance process with respect to disciplinary action resulting in discharge, suspension or financial penalty, and the grievance has not been dealt



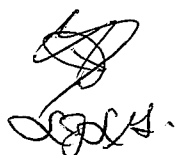


with to the employee's satisfaction, the employee may refer the grievance to Adjudication.

### **ARTICLE 13 - SUSPENSION AND DISCHARGE**

- 13:01** No employee shall be disciplined by suspension without pay or by discharge, except for cause.
- 13:02** Cause for suspension or dismissal shall not involve the refusal of an employee to cross a picket line of a legal strike in the private sector while in the field.
- 13:03** No employee shall be censured publicly for any reason. If censure becomes necessary, this shall be done in the presence of a steward in the office of either the Department Head or the Manager of Compensation and Labour Relations.
- 13:04** Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or the omission referred to, the employer shall, within five (5) working days thereafter, give written particulars of such censure to the Secretary of the union. In such instances, written particulars of any censure which may be on the employee's personnel file as of the effective date of this Agreement shall be forwarded to the Secretary of the union, upon request.
- 13:05** An employee on suspension or discharge, shall be given the reasons for such action, in the presence of the appropriate steward, and the employee and the union shall be advised promptly in writing.
- 13:06** When an employee alleges suspension or dismissal in violation of Article 13:01, the employee may, within ten (10) 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 13:01, shall lodge the grievance at the final level of the grievance procedure.
- 13:07** Where it is determined that an employee has been unjustly disciplined by suspension or by discharge in violation of Article 13:01, then an 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.
- 13:08** Any letters of reprimand or any adverse disciplinary reports (except those related to suspension or financial penalty) shall be removed from the file of an employee after expiration of eighteen (18) months after such reprimands or reports.

### **ARTICLE 14 - SENIORITY**




- 14:01** An employee who was employed with the Department of Veterans' Affairs on a continuing basis prior to January 1, 1965, and who elected to transfer to employment with the employer, shall be credited with seniority based on such former service.
- 14:02** Former service as described in Article 14:01 shall be a factor in calculating entitlement to vacation credits and choice of vacation, sick leave, severance or retirement allowance, superannuation, promotion, layoff, rehiring and any other entitlement affected by length of service.
- 14:03** A casual employee shall accumulate seniority of all continuous periods of casual employment of a duration of six (6) months or more. Such seniority shall be considered only for the purpose of qualifying for any permanent position which may become vacant during the period of casual employment and for which applications are invited.
- 14:04** An employee absent from work by reason of sickness, accident, temporary lay-off or leave of absence approved by the employer shall not lose seniority during such absences.
- 14:05** The employer shall post a seniority list in January, annually, and shall at this time send a copy of such list to the union.

## **ARTICLE 15 - SUPERANNUATION**

- 15:01** 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 the Act.
- 15:02** A former employee of the Department of Veterans' Affairs who transferred superannuation or retirement fund contributions to the New Brunswick Public Service Superannuation fund shall be credited with such years of service as recorded under the federal plan.
- 15:03** A former employee of the Department of Veterans' Affairs who did not transfer credits to the New Brunswick Public Service Superannuation fund, shall, for the superannuation purposes, be considered as an employee as of the date of commencement of contributory service with the employer.

## **ARTICLE 16 - RETIREMENT ALLOWANCE AND SEVERANCE ALLOWANCE**

- 16:01** When an employee having seniority of five (5) years or more retires dues to disability, death or age, or is laid off other than release for cause, 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 seniority, but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

Where an employee retires due to disability, death or age, the retirement allowance shall be in a lump sum payment, payable forthwith to the employee, his beneficiary or estate, as the case may be.

When an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date he was laid off.

**16:02** The following article shall be applicable to all employees who were hired prior to January 1, 1977. Such employees who have at least ten (10) years of continuous service, shall be entitled to a severance allowance equal to five (5) days for each full year of seniority on leaving for reasons other than retirement on pension or discharge for cause. In the case of those employees who transferred from the Department of Veterans' Affairs, payment of this allowance shall also be based on such former service. However, a severance allowance shall be paid subject to the conditions outlined in Article 16:03.

**16:03** Severance allowances shall be calculated on salary being paid to the employee on the date of termination, although acting pay shall not form part of the salary. The Board may deny or reduce a severance allowance in cases where the employee fails to give two (2) weeks' notice in writing of intention to resign, or where the employee is permitted to resign rather than be discharged.


## **ARTICLE 17 - HOURS OF WORK**

**17:01** Hours of work for employees in the bargaining unit shall be thirty-five (35) hours per five day work week.

**17:02** The employer shall make every effort to ensure that all employees receive two (2) consecutive days off each week and shall adhere to this policy except in cases of demonstrated necessity, or where the policy is departed from at the request of the employees and the change is acceptable to the employer

**17:03** Employees shall be permitted ten (10) minute rest periods during each of the first and second half of their work day, except where the nature of the employee's duties, responsibilities, and circumstances prevent this privilege at the normal time, in which case the rest periods shall be rescheduled. The scheduling and location of such rest periods shall be controlled by the employer.

**17:04** The employer shall prepare and maintain a Schedule of Hours of Work for all classifications of employees and a copy of this schedule shall be provided to the union and posted in the Departments concerned. Where it is contemplated that the present Schedule of Hours of Work is to be changed during the life of this



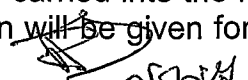
Agreement, the employer will consult with the union officials on the contemplated changes.

If there is no agreement after consultation between the parties, the matter may be referred to STEP THREE of the grievance procedure and to adjudication, if necessary. A copy of any resulting revised schedule shall be provided not less than fourteen (14) days in advance of its implementation.

**17:05** No split shifts shall be created during the life of this Agreement where none now exist except by mutual agreement by both parties.

**17:06** A premium of \$4.00 will be paid for all employees who work a shift where fifty percent (50%) or more of the hours worked are between 4:00 p.m. and 8:00 a.m.

## **ARTICLE 18 - OVERTIME**

**18:01** Any overtime must be authorized by the manager prior to being worked. The normal hours of work are established as detailed in Article 17:01. With the exception of those situations covered by Article 18:06, hours worked in excess of those hours specified in Article 17:01 shall be considered overtime and shall be compensated for by payment of one and one-half ( $1\frac{1}{2}$ ) times for each of the overtime hours worked. Employees shall choose the method of compensation, however, the employee must liquidate hours off that are carried into the following year prior to March 31 of that year, except consideration will be given for special circumstances with the permission of the employer. 

**18:02** Overtime shall be divided as equally as possible among employees of the same classification, provided that such employees are willing to work overtime. In the event no employee is willing, the employer may require an employee to work overtime.

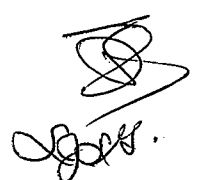
**18:03** An employee who is called back to work outside his/her regular working hours shall be paid a minimum of three hours at the overtime rates.

**18:04** Overtime shall be calculated and accrued to the nearest half-hour period. Periods of fifteen (15) minutes or less shall not be considered as overtime.

**18:05** Where time off is requested, such will be granted at a time mutually agreed upon between the employer and the employee.

**18:06** In the case of shift workers, overtime shall be calculated and accrued on all hours worked in excess of those hours specified in Article 17:01, averaged over a six (6) week period. Shift work shall be scheduled as mutually agreed.

## **ARTICLE 19 - HOLIDAYS**



**19:01** All the employees in the bargaining unit shall be entitled to the following holidays with 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 the 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

**19:02** When a holiday occurs on an employee's scheduled day of rest, such employee may be entitled to another day off at a time satisfactory to both the employee and the employer.

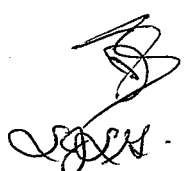
**19:03** When an employee is scheduled to work a statutory holiday or portion thereof, such employee shall be entitled to payment at the rate of one and one-half ( $1\frac{1}{2}$ ) times for all hours worked plus time off equivalent to hours worked on the holiday. The time off shall be arranged at a time mutually agreed to between the employee and the employer.

**19:04** When an employee is required to work on a holiday that has fallen on a scheduled day of rest, such time worked shall be compensated for at the rate of time and one-half instead of regular time, and such employee shall be entitled to another day off at a time satisfactory to both the employee and the employer.

**19:05** If another day cannot be arranged for as mentioned in Article 19:02, 19:03, and 19:04 within thirty (30) days, then payment shall be made for that day at the rate of time and one-half.

**19:06** Each employee shall be entitled to either Christmas Day and New Year's Day off, unless otherwise mutually agreed.

**19:07** All employees shall be entitled to payment for holidays as outlined in Article 19:01, unless such holidays occur during a period of approved leave of absence without pay.



**19:08** All employees in the bargaining unit shall be entitled to time off with pay for the last half working day before Christmas Day and New Year's Day.

## **ARTICLE 20 - VACATIONS**

**20:01** Each permanent employee shall earn vacation entitlement at the rate of one and one-quarter ( $1\frac{1}{4}$ ) days for each full calendar month of service, for a total of fifteen (15) days per complete year of service, calculated from the initial date of probationary employment.

**20:02** On completion of five (5) years of continuous service, employees shall earn vacation entitlement at the rate of one and two-thirds ( $1\frac{2}{3}$ ) days for each full calendar month of service, for a total of twenty (20) days per complete year of service.

**20:03** Effective January 1, 1991, on completion of eighteen (18) years of continuous service, employees shall earn vacation entitlement at the rate of two and one-twelfth ( $2\frac{1}{12}$ ) days for each full calendar month of service, for a total of twenty-five (25) days per complete year of service.

**20:04** Vacation credits shall be calculated from January 1 to December 31 of each year, and shall not be carried over into a succeeding calendar year except by written request which shall require approval of the Vice President. In January of each year, the employer shall provide the union with the anticipated vacation entitlement for each employee for the current year.

**20:05** Vacation shall be taken at times agreed upon between the employees and the employer, but with the ultimate decision to be the prerogative of the employer. Preference of vacation periods shall be governed according to the seniority of service within similar classification groups.

**20:06** Vacations shall be taken in denomination of five (5), four (4), three (3), two (2), or one (1) week of vacation in denomination of one (1) or more days at the discretion of the employer. Holidays shall not be included when computing vacation days taken.

**20:07** An 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.

**20:08** Where an employee qualifies for bereavement leave, or any other recognized leave, except sick leave, during a period of vacation, there shall be no deduction from vacation credits for such absences provided the immediate supervisor is notified no later than two days after the need for such leave occurs. 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 reinstated for use at later date.

- 20:09** Preference of vacation periods shall be governed according to the seniority of service within classification groups, regardless of sex.

## **ARTICLE 21 - SICK LEAVE**

- 21:01** Each permanent employee shall earn sick leave entitlement at the rate of one and one-half ( $1\frac{1}{2}$ ) days for each full calendar month of paid service, cumulative to two hundred and forty (240) days.

- 21:02** 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. No deduction shall be made from sick leave credits during the absence of an employee referred to in Article 23:03.

- 21:03** All employees shall be required to report an absence due to sickness within one-half ( $\frac{1}{2}$ ) hour prior to commencement of the workday to the appropriate department. Such report shall be made by the employee involved, or ~~if~~ such action is physically impossible, the employee shall arrange notification within the specified one-half ( $\frac{1}{2}$ ) hour. *[Handwritten signature]*

- 21:04** 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 two (2) consecutive working days. For each absence of any duration after sick leave has reached a total of seven (7) days within one (1) calendar year, a medical certificate shall be required if requested during the time of illness.

- 21:05** An employee who has contributed to the New Brunswick Public Service Superannuation fund for not less than eighteen (18) months and who has exhausted sick leave entitlement, shall upon written application to their manager, if it appears probable that a return to work will occur, be advanced up to fifteen (15) days of anticipatory sick leave. Any such advanced 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 be approved until the initial advance sick leave has been recovered. *[Handwritten signature]*

- 21:06** Where the employment of an employee who has been granted advance sick leave in accordance with Article 21:05 is terminated for any reason, the employee shall compensate the employer for any such leave that remains unearned at the time of termination.
- [Handwritten signature]*

**21:07** The employer shall grant up to one (1) year leave without pay to any employee who has exhausted sick leave credits and who remains absent because of illness.

**21:08** The employer shall, in January of each year, provide the union with a report indicating the remaining sick leave entitlement of each employee as of December 31 of the previous year.

**21:09** There shall be established forthwith a "sick leave bank" which the employer shall credit with 100 paid sick leave days. The purpose of this "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 21:05 to a total maximum of 100 such additional paid sick leave days for all such "eligible employees" in any one contract year. "Eligible employees" must make written application to the Manager of Compensation and Labour Relations. Written requests, when possible, should be made at least two weeks in advance prior to need of utilization. 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 100 paid sick leave days as of January 1 of each year.

**21:10** 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 as the employees' eligibility, a qualified 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".

**21:11** It is further understood that both parties will mutually examine the possibility of implementing a Long Term Disability Plan for the employees covered by this Agreement. Should a Long Term Disability Plan be implemented which is mutually acceptable the cost shall be the responsibility of the employee.

## **ARTICLE 22 - LEAVE OF ABSENCE**

**22.01** 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, 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. Such leave must include the day of the funeral or memorial service. Where the burial occurs outside the province, such

*Agreed*  
*Agreed*  
*[Signature]*



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 20.08. *SGH*

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. *SGH*

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. *SGH*

**22:02** The employer shall grant leave of absence with pay to any two (2) employees selected to represent the union at conventions, provided that such absence is used only for the aforementioned purpose and does not exceed a combined total of ten (10) working days per year.

**22:03** The employer shall grant leave of absence with pay to an employee for the purpose of reporting to a Medical Board for examination or investigation in connection with a disability, but such absence shall be limited to one(1) working day. Absence, beyond one (1) working day under this section shall be chargeable to sick leave credits.

**22:04** The Employer shall grant casual 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 300 kilometers, the employee may take a second day without pay.

**22:05** The employer shall grant casual leave of absence with pay to any employee for the purpose of medical or dental appointments which cannot be arranged outside the normal daily working hours. The employer shall have the right to control the amount of time off for such appointments.

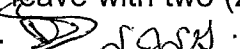
**22:06** The employer shall grant casual leave of absence with pay to a maximum of four (4) employees (no two (2) of which are from the same department), who have

*SGH*

been designated by the Union to carry on negotiations with the employer or to one employee, in addition to the aggrieved, required to service a grievance in accordance with Article 11 of this Agreement.

- 22:07** The employer shall grant casual leave of absence with pay to all employees for the purpose of exercising their franchise in any federal, provincial or municipal election. Leave of absence under this section shall be in accordance with the Election Act.
- 22:08** The employer shall grant leave of absence with pay to an employee prevented from reporting to duty due to storm conditions which make public highways impassable.
- 22:09** The employer shall grant leave of absence without pay to any four (4) employees selected to represent the union at labour schools or seminars providing that not more than one employee is selected from any department.
- 22:10** The employer shall grant leave of absence without pay, upon written request, to any female because of pregnancy. Such leave may extend to those time frames outlined under the Employment Standards Act and at least two weeks' written notice must be provided to the employer prior to return to duty. The employer shall permit the use of up to ten (10) days of sick leave credits (if available) for employees proceeding on maternity leave.
- 22:11** The employer shall grant leave of absence without pay to an employee who is required to serve as a juror or court witness. However, the employer shall pay the difference between such employee's normal earnings and any fee received for jury or witness duty. It shall be the responsibility of the employee to produce proof of such service and the fee received.
- 22:12** Insofar as it is possible to do so, without disrupting the orderly operation of the Centre, the employer shall grant leave of absence with pay to fifty percent (50%) of the employees who are members of Local 946 for the purpose of attending monthly union meetings. Such absences shall not exceed one (1) hour in duration and shall be restricted to twelve (12) meetings per year.
- 22:13** If an employee dies, having been granted more paid vacation or sick leave than earned, he/she will be considered to have earned the paid leave granted.
- 22:14** Any other type of leave of absence, whether it be with or without pay, shall be at the sole discretion of the employer.
- 22.15** 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


*[Handwritten signatures and initials]*

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. 


## **ARTICLE 23 - INJURED ON DUTY**

- 23:01** An employee who is injured on duty and who required treatment, shall receive regular salary payment for the remainder of the shift or work day without deduction from sick leave credits, provided that medical evidence indicates the employee to be unfit for further work on that day or shift.
- 23:02** An employee who is injured on duty and receiving salary replacement under the Workers' Compensation Act will continue to receive all other employee benefits of which they are receiving at the time of their injury.
- 23:03** 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.

## **ARTICLE 24 - PROMOTION AND STAFF CHANGES**

- 24:01** It is the right of the employer to determine and establish position classifications and/or reclassifications.
- 24:02** The employer agrees to provide the union with job descriptions for classifications listed in Appendix "A" within sixty (60) days of the execution of this Agreement. When a new position is added to Appendix "A" during the term of this Agreement, the assigned salary shall be subject to negotiation, and a job description shall be provided to the union.
- 24:03** If there is a significant change in the level of duties, responsibilities or educational requirements for any such classification and a revised classification is warranted, the assigned salary shall be subject to negotiation, and a job description shall be provided to the union.
- 24:04** Prior to filling any position listed in Appendix "A" or any non-bargaining unit position (excluding those of treatment staff) or any newly created position, 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 therefor. Such notices shall contain the classification, required knowledge, education, ability and skills, hours of duty, and, for bargaining unit positions, salary range or rate. The employer shall refrain from publicly advertising the position until after such posting has been completed.
- 

- 24:05** Appointment to the position shall be made of the applicant with the greatest seniority from among those who meet the necessary job requirements, as posted.

The successful candidate, if already an employee as defined in this Agreement, shall be placed on a trial basis in the new classification or position for a period of six (6) calendar months. If the employee proves unsatisfactory in the position during the aforementioned trial period, he shall be returned to his former position without loss of seniority or former salary, and any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position without loss of seniority or former salary. Conditional on satisfactory service, such trial promotion shall become permanent after the period of six (6) months. 

- 24:06** Following the selection of the successful applicant, and prior to the actual appointment, the Manager of Compensation and Labour Relations shall notify the union of the results of the competition.

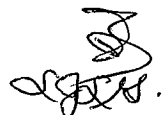
- 24:07** If the employee feels that the selection process has been unfair and, if the union supports this contention, an appeal may be lodged by the union. The appeals committee will consist of the Manager of Compensation and Labour Relations, and the Manager of Administrative Services, the appropriate Department Head, plus three representatives of the union. This committee shall then review the findings of the selection committee in an effort to resolve the matter.

- 24:08** When an employee is promoted to a higher classification, the assigned salary shall normally be the minimum of the new salary range. Should this minimum not be 5% higher than the wage received by the employee before promotion took place, the employee will move to the step, which is at least 5% higher. In no case can the salary received on a promotion exceed the maximum of the position.

- 24:09** The employer shall notify the union of any hiring, appointments, layoffs, rehiring and termination of employment.

- 24:10** 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 and greater skills than are possessed by the 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.

**24:11** Employees who are the successful applicants in a lower paying position shall be paid the top rate of the lower rated position.

**24:12** To assist permanent employees in qualifying for advancement, the employer agrees to pay for the cost of successfully completed academic or technical courses, which are mutually beneficial to the employer and the employee, and which are taken after normal working hours. The employee must have prior permission from the employer to undertake the course, should they wish reimbursement.

## **ARTICLE 25 - TEMPORARY ASSIGNMENTS**

**25:01** An employee required to substitute in a higher position during the temporary absence of another employee for at least three (3) consecutive working days or three (3) days within a week, shall be entitled to receive an additional ten percent (10%) in salary, or the minimum or the position to which he/she is assigned, whichever is the greater, provided the higher maximum is not thereby exceeded. Irrespective of the higher maximum, no employee required to substitute in a higher position as stated above, shall receive less than an additional five percent (5%) in salary. This additional salary shall then be retroactive to the first day that the temporary assignment was effected. Substitution shall be under the direction of the Department Head and in writing except in the case where the employee's duties require the employee to supervise.

## **ARTICLE 26 - LAY-OFF AND REHIRINGS**

**26:01** The employer shall not lay-off any employee for any reason other than lack of work.

Except in cases of emergency, the employer shall give the union at least thirty (30) days' notice of any impending lay-offs. The employer and the union will meet to discuss the disposition of staff so affected within ten (10) calendar days of such notice. Every reasonable effort will be made to provide continuing employment for employees so affected.

In the event that, after the discussions outlined above, that lay-offs are necessary, the employer shall notify the employees of impending lay-offs twenty 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 twenty (20) working days for which work was not made available.



**26:02** In the event of a lay-off, employees shall be released in the reverse order of seniority. When rehiring is to be effected, employees shall be recalled in order of seniority, providing such employees are qualified.

**26:03** No job applicants shall be hired until the laid off employees have had the opportunity for recall in a position for which they are qualified. The recall right will expire 24 months after the layoff.

**26:04** The employer shall pay the full premium for dental and health insurance coverage for an employee who is laid off for a period of three (3) months or less.

**26:05** An employee who is affected by work shortages in his department will be entitled to claim the job of another employee in any department subject to the following conditions:

- (i) That such other job is held by an employee with less seniority:
- (ii) That such employee claiming the job has sufficient qualifications, skill and ability to perform the job.

The employer shall not alter the qualifications of the position without giving prior notice to the union.

Such employees meeting the requirements under (ii) above shall be given a reasonable period of time to demonstrate sufficient skill and ability to perform the job.

**26:06** When the employer arbitrarily assigns an employee to another department, or to another position which constitutes a major change in the employee's duties, the employee shall have the right to exercise his/her seniority in accordance with Article 26:05.

**26:07** Grievance concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

## **ARTICLE 27 - DISABLED EMPLOYEE PREFERENCE**

**27:01** 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 light work available for which the employee is qualified, at the salary payable for the position assigned.

## **ARTICLE 28 - WELFARE BENEFITS**

**28:01** The members of CUPE Local 946 will be covered by the same Insured Benefit Plan of Worksafe NB, which covers the non-bargaining employees of the organization under the same conditions existing for the non-bargaining employees including the monthly payment, which is 10% of the monthly premium. *sgs*.

Local 946 will have a member representing the local on the Health Benefit Consultation Committee. *sgs*.

There will be no substantial changes to the benefits or the monthly premium costs paid by the employees during the life of this agreement. *sgs*.

**28:02** The employer shall pay the full premium of the existing Group Life Insurance Plan for all employees in the amount of \$60,000 basic benefit effective the signing date of this agreement. The employer will arrange additional coverage for the dependents of the employees, but with the cost for such additional coverage to be borne by the employee.

## **ARTICLE 29 - UNIFORMS**

**29:01** The employer shall provide clean launder and maintain, uniforms for employees, where such are required by the employer. Uniforms are to be worn only during working hours.

**29:02** Upon presentation of recognized receipts, employees in the following positions, Maintenance Craftsman III, Maintenance Craftsman II, Maintenance Craftsman I, Gardener, Engineer and Purchasing/Store Keeper Clerk, shall be reimbursed for safety boots to a maximum of \$100.00 per calendar year.

## **ARTICLE 30 - SUBCONTRACTING**

**30:01** No permanent employee shall be laid off or suffer a reduction in pay or have their hours of work reduced as a result of the employer contracting out, sub-contracting, transferring, leasing or assigning any work or services currently carried out by the bargaining unit, except in emergency situations.

## **ARTICLE 31 - SAFETY AND HEALTH**

**31:01** The Occupational Health and Safety Act shall prevail in all matters pertaining to Health and Safety in the workplace.

## **ARTICLE 32 - GENERAL**

**32:01** Notwithstanding anything contained in this Agreement, employees shall be neat in appearance in reporting for work and shall be punctual in reporting to work.

*sgs*

**32:02** Each employee shall recognize the importance of courtesy, patience, and understanding in dealing and communicating with patients and fellow workers of the Commission. Each employee shall further recognize that good quality care and well-being of the patient is the ultimate objective of the Workers' Rehabilitation Centre operation.

**32:03** Insofar as they are consistent with this Agreement, all rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue but may be modified by agreement between both parties. One such benefit shall be that the employer agrees to provide meals and accommodations without charge to employees who may be compelled to remain in the Centre due to storm conditions.

**32:04** Each employee shall be entitled to examine his or her personnel file once every 18 months. If the employee wishes, he/she may be accompanied by a Shop Steward.

### **ARTICLE 33 - CORRESPONDENCE**

**33:01** All correspondence arising between the parties to this Agreement shall pass to and from the employer through the Manager of Compensation and Labour Relations and through the Secretary of the union. An exception to this procedure is provided for in Article 11:06.

### **ARTICLE 34 - WAGES**

**34:01** The employer shall pay salaries in accordance with Appendix "A" attached hereto and forming part of this agreement.

**34:02** Annual increments shall be granted in accordance with established salary ranges to maximum.

**34:03** 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.

**34:04** Every employee who has been in the continuous service of the Workplace Health, Safety and Compensation Commission for:

- (a) ten (10) years, but less than twenty (20) years, shall be entitled to long service pay at the rate of one percent (1%) 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 percent (2%) 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 percent (3%) 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 1<sup>st</sup> following the date the choice is made. Once this choice is made it cannot be reversed.

**34:05** Such long service pay shall be pro-rated and paid to a qualified employee with his/her regular salary, in accordance with Article 34:04.

**34:06** For greater certainty, the long service pay benefits under 34:04 shall not be cumulative.

#### **ARTICLE 35 - DURATION AND TERMINATION**

**35:01** This Agreement shall be in effect for a term beginning January 1, 2008 and ending December 31, 2012 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party request the negotiation of a new Agreement by giving written notice to the other party within a period of three (3) months prior to the termination of this Agreement or any renewal thereof.

**35:02** 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.

#### **ARTICLE 36 - JOB' CLASSIFICATION APPEAL PROCEDURE**

**36:01** When the duties of any job within the bargaining unit are changed or increased, or where the union and/or employee feels a job is unfairly or incorrectly classified, or when a new job within the bargaining unit is created or established, the rate of pay shall be subject to negotiation between the employer and the union. The parties jointly carried out a job evaluation in 2003. Any reclassifications will be done examining changes from this evaluation forward. If the parties are unable to agree on the reclassification and/or rate of pay for the job in question, such dispute shall be submitted to grievance and adjudication. The new rate shall become retroactive to the time the new position was first filled by an employee or the date of change in job duties. Any such grievance shall be initiated as Step 2.

#### **ARTICLE 37 - LABOUR MANAGEMENT COMMITTEE**



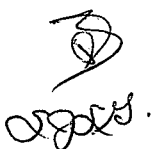
## Terms of Reference

1. 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. Grievance will only be discussed upon mutual agreement.
2. The Committee shall function in an advisory capacity and shall not have power to alter, amend, add to or modify the terms of this Agreement.
3. The Committee shall consist of equal representation of Union and Management staff.
4. A Union and an Employer representatives shall be designated as joint chairpersons and shall alternate in presiding over the meeting.
5. The minutes of each meeting of the Committee shall be prepared and signed by the Joint Chairpersons within six (6) working days after the close of the meeting. If the minutes are not prepared within six working days, the minutes will not be ratified but will be used as a reference for the following Labour Management meeting.
6. Meetings shall be held when requested by either party to this agreement at a mutually agreeable time and place. Reason for the meeting must be consistent with item 1 of article 37.
7. In House Agreement - Both Management and the 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. After the Labour Management Committee has discussed the conditions of employment, and have agreed upon, and drawn up the in-house agreement, a mutually agreeable time will be made available to the Union to discuss the proposal and have it ratified by the membership. This procedure will be the responsibility of the Union.
8. All letters of agreement again called in-house agreements, will be subject to the grievance procedure.
9. Where there is no resolution of a dispute between the two parties of the Committee, Union and Management, the Management will refer it to a Commission representative and the Union will refer it to a CUPE representative for aid in resolving the dispute.



## APPENDIX "A"

Salary Range Number	Classifications
Group I	
Group II	Dietary Assistant I Assistant Cook Cleaning Service person 1
Group III	Rehabilitation Assistant
Group IV	Cook I General Service Worker Rehabilitation Assistant II
Group V	
Group VI	Maintenance Craftsman II Cook II Engineer
Group VII	
Group VIII	Purchasing/Storekeeper Clerk Fitness and Recreation Officer
Group IX	Occupational Therapy Technician
Group X	Maintenance Craftsman III
Group XI	Prosthetic/Orthotic Technician



**APPENDIX "A" (continued)**

Salary Scale C.U.P.E. Local 946  
Hourly Rates  
Effective January 1, 2008

Economic Increase - 3%

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	\$15.9977	\$16.7184	\$17.4720
II	\$16.1428	\$16.8711	\$17.6285
III	\$16.3583	\$17.0948	\$17.8643
IV	\$16.7925	\$17.5468	\$18.3371
V	\$17.8732	\$18.6775	\$19.5180
VI	\$18.0880	\$18.9025	\$19.7525
VII	\$18.3048	\$19.1282	\$19.9889
VIII	\$18.5216	\$19.3557	\$20.2240
IX	\$18.7354	\$19.5794	\$20.4617
X	\$18.9539	\$19.8063	\$20.6981
XI	\$22.7321	\$23.7576	\$24.8256

Effective January 1, 2009

Economic Increase - 3%

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	\$16.4776	\$17.2199	\$17.9961
II	\$16.6271	\$17.3772	\$18.1574
III	\$16.8491	\$17.6077	\$18.4002
IV	\$17.2963	\$18.0732	\$18.8873
V	\$18.4094	\$19.2378	\$20.1035
VI	\$18.6307	\$19.4696	\$20.3450
VII	\$18.8540	\$19.7020	\$20.5886
VIII	\$19.0772	\$19.9364	\$20.8308
IX	\$19.2975	\$20.1668	\$21.0756
X	\$19.5225	\$20.4005	\$21.3191
XI	\$23.4140	\$24.4703	\$25.5704

**Effective January 1, 2010**

Economic Increase - 0%

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	\$16.4776	\$17.2199	\$17.9961
II	\$16.6271	\$17.3772	\$18.1574
III	\$16.8491	\$17.6077	\$18.4002
IV	\$17.2963	\$18.0732	\$18.8873
V	\$18.4094	\$19.2378	\$20.1035
VI	\$18.6307	\$19.4696	\$20.3450
VII	\$18.8540	\$19.7020	\$20.5886
VIII	\$19.0772	\$19.9364	\$20.8308
IX	\$19.2975	\$20.1668	\$21.0756
X	\$19.5225	\$20.4005	\$21.3191
XI	\$23.4140	\$24.4703	\$25.5704

**Effective January 1, 2011**

Economic Increase - 0%

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	\$16.4776	\$17.2199	\$17.9961
II	\$16.6271	\$17.3772	\$18.1574
III	\$16.8491	\$17.6077	\$18.4002
IV	\$17.2963	\$18.0732	\$18.8873
V	\$18.4094	\$19.2378	\$20.1035
VI	\$18.6307	\$19.4696	\$20.3450
VII	\$18.8540	\$19.7020	\$20.5886
VIII	\$19.0772	\$19.9364	\$20.8308
IX	\$19.2975	\$20.1668	\$21.0756
X	\$19.5225	\$20.4005	\$21.3191
XI	\$23.4140	\$24.4703	\$25.5704

**Effective January 1, 2012**

Economic Increase - 3%

<u>Group</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
I	\$16.9720	\$17.7365	\$18.5360
II	\$17.1259	\$17.8986	\$18.7021
III	\$17.3546	\$18.1359	\$18.9522
IV	\$17.8152	\$18.6154	\$19.4539
V	\$18.9617	\$19.8150	\$20.7066
VI	\$19.1896	\$20.0537	\$20.9554
VII	\$19.4196	\$20.2931	\$21.2062
VIII	\$19.6495	\$20.5345	\$21.4557
IX	\$19.8764	\$20.7718	\$21.7078
X	\$20.1081	\$21.0126	\$21.9586
XI	\$24.1165	\$25.2044	\$26.3375

*Handwritten signature/initials*

Dated this 14<sup>th</sup> of May, 2010

For The Union:

Seap Roger-Ruonond  
[Signature]

For the Employer:

[Signature]  
[Signature]

[Signature]

The following letter of agreement will be attached to the back of the agreement:

**Letter of Agreement  
Between the WHSCC and CUPE Local 946  
Leaving Work Prior to end of Shift**

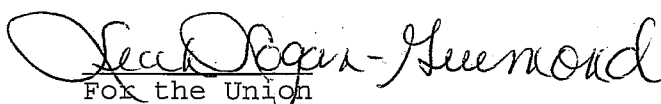
The following procedures will be in place and will be followed for any early departure during shifts outside of the regular hours of work;

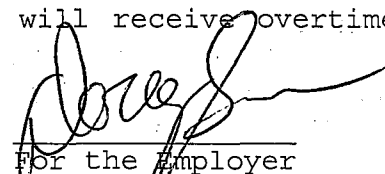
**Procedure**

Employees are expected to remain on the job until the end of their shift and any departure before the end of their shift may result in loss of pay unless the following process has been followed.

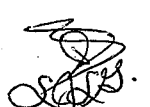
Events may occur, which might lead an employee(s) to wonder whether departing early was a reasonable course of action (i.e. Severe Storm, power failure, etc.). As a Supervisor is not normally available on sight outside of the regular hours of work, any requests for an early departure must be made as follows:

- Call Supervisor Physical Plant (Immediate Supervisor) at numbers supplied. Upon receiving the information, the supervisor will make a determination, which is final.
- If the Supervisor of Physical Plant does not answer, the caller leaves a message indicating the concern and requesting a call back.
- If a return call is not received within 15 minutes, the caller calls a second time and if no answer is received, leaves a message that the caller is now calling the Controller (Supervisor's Manager).
- Call Controller at numbers supplied. Upon receiving the information, the Controller will make a determination, which is final.
- If the Controller does not answer, the caller leaves a message indicating the concern and advises the Controller that the caller is now calling the VP of Corporate Services (Controller's Manager).
- Call VP of Corporate Services at numbers supplied. Upon receiving the information, the VP of Corporate Services will make a determination, which is final.
- If employee(s) leave without approval they will receive no pay for time absent and may receive discipline depending on the circumstances.
- If the employer makes a decision that the employees are expected to remain on the job until the end of their shift and the employees are "storm stayed" past the end of their shift and the office is closed the next morning due to storm, the employees will receive overtime until such time as they are able to leave.

  
For the Union

  
For the Employer

May 14, 2010



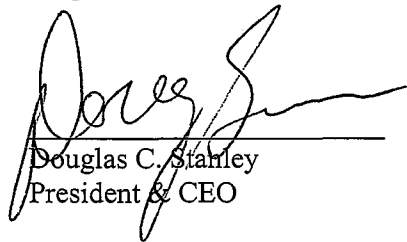
## LETTER OF INTENT

To: C.U.P.E. Local 946 Members  
(Appended to the Collective Agreement)

May 14, 2010

No permanent employee hired on or before the signing of the collective agreement due to expire on December 31, 2012, who is a member of C.U.P.E. Local 946 shall be laid off during the life of the agreement due to expire on December 31, 2012.

Respectfully,



Douglas C. Stanley  
President & CEO

