



SOURCE	PROV.		
PL.	82	10	01
TERM.	85	09	30
No. OF EMPLOYEES	113		
NOMBRE D'EMPLOYES	113		

**AGREEMENT
BETWEEN
TREASURY BOARD
AND
THE NEW BRUNSWICK PUBLIC
EMPLOYEES ASSOCIATION
ON BEHALF OF THE
GENERAL LABOUR AND TRADES
(SUPERVISORY) GROUP**

AGREEMENT EXPIRES: September 30, 1985

NOV

0669301

~~931-3-003-13~~

TABLE OF CONTENTS

ARTICLE	PAGE
PREAMBLE	1
1 DEFINITIONS	1
2 APPLICATION OF AGREEMENT	2
3 RECOGNITION	2
4 PROVINCIAL SECURITY	2
5 STRIKES AND LOCKOUTS	2
6 FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT	2
7 MANAGERIAL RIGHTS	2
8 ASSOCIATION SECURITY	3
9 CORRESPONDENCE	3
10 COPIES OF AGREEMENT	4
11 TIME OFF FOR ASSOCIATION BUSINESS	4
12 ASSOCIATION NOTICES	5
13 GROUP LIFE INSURANCE	5
14 BLUE CROSS—BLUE SHIELD	6
15 SAFETY AND HEALTH	6
16 INJURED ON DUTY	6
17 SENIORITY	6
18 DISCIPLINE	7
19 SETTLEMENT THROUGH DISCUSSION	8
20 GRIEVANCE PROCEDURE	8
21 ADJUDICATION	10
22 ANNIVERSARY INCREASES	10
23 HOLIDAYS	10
24 VACATIONS	11
25 SICK LEAVE	12
26 BEREAVEMENT LEAVE	14
27 PALLBEARER LEAVE	14
28 EXAMINATION LEAVE	14
29 COURT LEAVE	15
30 EDUCATIONAL LEAVE	15
31 MISCELLANEOUS LEAVE	15
32 EMERGENCY LEAVE	15
33 DENTAL AND MEDICAL LEAVE	16
34 RETIREMENT	16
35 RETIREMENT ALLOWANCE	16
36 POSTING OF COMPETITIONS	16
37 LAYOFF	17
38 EMPLOYER-EMPLOYEE RELATIONS COMMITTEE	17
39 NO DISCRIMINATION	17
40 TRANSFER OF BENEFITS	18
41 TELEPHONE PROVISION	18
42 ANNIVERSARY DATE	18
43 PROMOTIONS, DEMOTIONS, AND TRANSFERS	18
44 RATES OF PAY	19
45 HOURS OF WORK	19
46 OVERTIME	19
47 TRAVEL REGULATIONS	20
48 DURATION AND TERMINATION	20
SCHEDULE "A"	21
SCHEDULE "B"	21

THIS AGREEMENT made this 15th day of June, 1983.

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

AND: THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION, hereinafter called the "Association", party of the second part.

PREAMBLE:

It is the intention and purpose of the Parties to this Agreement to set forth certain terms and conditions of employment relating to pay, hours of work, and other related terms and conditions of employment affecting employees covered by this Agreement.

ARTICLE 1 — DEFINITIONS

1.01 "Association" shall mean the New Brunswick Public Employees Association, which is the Certified Bargaining Agent of the Unit.

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

1.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 018 PS 5C1.

1.04 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than:

(a) a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal work week; and

(b) a person employed on a casual or temporary basis unless he has been so employed for a continuous period of six months or more.

1.05 "Casual" or "Temporary" basis shall mean those cases where a person is engaged to work for a period of time with an anticipated duration of less than six months.

Where the services of a person engaged to work for a period of less than six months is terminated and the person is reappointed, or appointed, for a further period within fifteen (15) days of the date of termination, the person shall be considered to have continuous service for both periods of employment as well as any further periods of employment resulting from termination of services and reappointment, or appointment within a fifteen (15) day period.

1.06 Employee may be subdivided into the following categories:

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

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

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

1.08 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.

ARTICLE 2 — APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding on the Association, the employees, and the Employer and its Agents.

ARTICLE 3 — RECOGNITION

3.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 018 PS 5C1 applies.

ARTICLE 4 — PROVINCIAL SECURITY

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

ARTICLE 5 — STRIKES AND LOCKOUTS

5.01 The Association agrees that it will not authorize or sanction the participation of its members in any sit-down, slow down, strike or stoppage of any of the Employer's operations; or any curtailment of work, restriction of, or interference with work, or any picketing of the Employer's premises during the term of this Agreement.

5.02 The Employer agrees that it will not cause or sanction a lock-out during the term of this Agreement.

ARTICLE 6 — FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

ARTICLE 7 — MANAGERIAL RIGHTS

7.01 The Employer possesses the sole right to manage its operations and operate its services, and that all management rights repose in it, but that such rights must be exercised consistently with the provisions of this Agreement. These rights include, subject to the provision of the Civil Service Act and regulations thereto where applicable, the following:

- (a) to direct, hire, promote, demote for cause, transfer from one classification to another, suspend or otherwise discipline its employees;

- (b) to evaluate jobs, to classify and re-classify positions, specify employees' duties and assign employees to shifts;
- (c) to enforce safety and other regulations;
- (d) to change existing methods or facilities, contract out for goods and services, lay off employees because of lack of work or discontinuance of a function;
- (e) to eliminate jobs and operations where it is determined to be in the best interest of efficient operations.

ARTICLE 8 — ASSOCIATION SECURITY

8.01 The Employer shall deduct from the wages due to every employee in this Bargaining Unit an amount equal to the regular monthly dues of the Association commencing with the month that any pay rates negotiated for this Unit become effective.

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

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

8.04 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Association prior to the 15th of the month following the month in which the deductions were made. The Association will keep the Employer advised of the name and address of its designated Official.

8.05 Before the Employer is obliged to deduct any amount under this Article, the Association must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Official of the Association, after which such changed amount shall be the amount to be deducted and so from time to time.

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

ARTICLE 9 — CORRESPONDENCE

9.01 Except where otherwise provided, official communication in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER:

The Director of Labour Relations
Personnel Policy Division
Department of Treasury Board
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

TO THE ASSOCIATION:

The Executive Director
New Brunswick Public Employees
Association
P.O. Box 95
Fredericton, N.B.
E3B 4Y2

ARTICLE 10 — COPIES OF AGREEMENT

10.01 The Employer shall provide a sufficient number of copies of this Agreement as soon as possible **upon** the execution of this Agreement in order that each employee may have a copy.

10.02 Both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the collective agreement will prevail.

ARTICLE 11 — TIME OFF FOR ASSOCIATION BUSINESS

11.01 MEETINGS DURING THE GRIEVANCE PROCESS

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

(b) Employee presenting a Grievance — Where operational requirements permit, the Employer will grant to an employee:

(i) where the Employer originates a meeting with the employee who has presented the grievance, time ~~off~~ with pay;

(ii) where an employee who has ~~presented~~ a grievance seeks to meet with the Employer, time ~~off~~ with ~~pay~~ to the employee when the meeting is held in his district and leave without pay when the meeting is held outside his district.

(iii) where an employee has presented a Grievance and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

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

(d) **Grievance Investigation** — Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a grievance and an employee acting on behalf of an employee organization wishes to discuss the grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his district and leave without pay when it takes place outside his district.

11.02 **Contract Negotiations Meetings** — Except in cases of extenuating circumstances, and subject to the provisions of Treasury Board Minute 70-79, dated June 1970, the Employer will grant leave with pay to an employee for the purpose of attending contract negotiations meetings.

11.03 **Preparatory Contract Negotiations Meetings** — Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

11.04 **Meetings Between Employee Organizations and Management** — Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

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

11.06 **Liaison Officers' Training Courses** — Where operational requirements permit, the Employer will grant leave without pay to employees who exercise the authority of a Liaison Officer on behalf of an employee organization to undertake training related to the duties of a Liaison Officer.

11.07 **Association Employment** — An employee who is elected or selected for a full time position with the Association, or any body with which the Association is affiliated, or who is elected to public office shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of one year. Such leave shall be applied for to the Employer each subsequent year.

ARTICLE 12 — ASSOCIATION NOTICES

12.01 Where operational requirements permit, the Employer shall continue to make space available on the existing bulletin boards on which the Association may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the employer's representative in charge of the building in which the board is located.

ARTICLE 13 — GROUP LIFE INSURANCE

13.01 The Employer agrees to deduct Group Life Insurance Premiums from the salary of any employee in the Bargaining Unit who authorizes the Employer in writing to make such deductions for the Association's Group Life Insurance Plan and shall remit and deduct premiums to the Bargaining Agent at the request of the employee.

13.02 All employees shall be required to continue contributions and have deductions made to the Employer's Life Insurance Plan.

ARTICLE 14 -- BLUECROSS—BLUE SHIELD

14.01 The Employer shall pay fifty percent (50%) of the cost of premiums of Blue Cross—Blue Shield Plan 4S or its equivalent for all employees who have completed their probationary period. Employee enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

ARTICLE 15 -- SAFETY AND HEALTH

15.01 The Employer shall continue its present practice to make all reasonable provisions for the occupational safety and health of employees.

15.02 The Employer shall supply and make available, at the Employer's expense, all specialist required protective clothing and safety equipment necessary for the protection of employees save and except that which is of a personal nature.

15.03 An employee required to wear safety boots or safety shoes shall be reimbursed by the Employer the sum of forty-five dollars (\$45.00) for the first year of the Collective Agreement commencing with the effective date of this Agreement providing proof of purchase of a pair of safety boots or safety shoes is produced by the employee. For the second year of this contract (commencing October 1, 1981) the above sum shall be fifty dollars (\$50.00).

15.04 For employees required to wear safety prescription glasses, the Employer will pay 50 percent of the cost of the lens and frames. These costs do not include professional fees.

ARTICLE 16 -- INJURED ON DUTY

16.01 All of the employees in the unit shall be covered by the provisions of the Workmen's Compensation Act of the Province of New Brunswick.

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

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

ARTICLE 17 -- SENIORITY

17.01 The Employer shall prepare a seniority list and shall make this list available to the employees in the bargaining unit and the Association during January of each year. The list of employees shall include the classification and the commencement date of each employee and the number of sick leave days accumulated to the credit of each employee.

17.02 A person appointed on other than a temporary basis shall be on probation for a period of six months unless the Probationary period is extended for further periods of three months, but the total probationary period

shall not exceed twelve months. The parties agree that a person who has not successfully completed the Technical and Supervisory Training Program upon completion of this probationary period may be granted a further trial period up to twelve (12) months to do so. However, failure to successfully complete this training program during this trial period shall be deemed just cause for immediate dismissal.

17.03 Where an employee is promoted or transferred out of the bargaining unit and is later returned to the bargaining unit, he shall return to his former or a higher classification and he shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

17.04 An employee who ceased to be on the payroll of the Employer shall lose seniority unless:

- (a) he is on approved leave of absence;
- (b) he is absent from work while drawing sick pay or Workmen's Compensation Benefits; or
- (c) he has been discharged or suspended without pay, and reinstated.

17.05 The unit of operation to which any preference based on seniority shall apply is the Highway District.

ARTICLE 18 — DISCIPLINE

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

18.02 No employee who has completed his probationary period shall be disciplined by suspension without pay or by discharge except for just cause.

18.03 An oral or written reprimand or suspension with pay may be administered by an employee's immediate supervisor. Suspension without pay or discharge may be administered by the Deputy Head, Acting Deputy Head, Chief Executive Officer, or Acting Chief Executive Officer of the employee's Department, Board, Commission, or Agency.

18.04 Where an employee is disciplined as stated in the above clauses, the Employer shall, within ten working days from the date of discipline, provide the employee with written reasons for such disciplinary action, including any relevant dates.

18.05 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.

18.06 Where an employee alleges that he has been suspended or discharged in violation of Clause .02 he may within twenty (20) days of the date of his suspension or discharge, invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance, alleging violation of Clause .02, he shall lodge his grievance at the final level of the grievance procedure.

18.07 The employee shall, when **grieving** a disciplinary action, state the clause or clauses of this Agreement which he alleges have been contravened by the Employer. The employee shall be limited in the processing of his grievance, including adjudication, to reliance upon such **article(s)** which he has alleged to have been contravened by the Employer as set forth in his grievance.

18.08 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Clause .02 the employee shall be immediately reinstated in his former position without **loss** of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next complete pay period following his reinstatement.

18.09 A suspension without pay shall be for a specified period of time not exceeding forty (40) working days.

18.10 A suspension without pay or discharge shall be effective on the date that the employee is given oral **notice** or notice in writing by personal service, or the post marked date of the letter when notice is given by registered mail.

ARTICLE 19 — SETTLEMENT THROUGH DISCUSSION

19.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The Parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding.

19.02 For these reasons both parties agree that when an employee has 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 occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

ARTICLE 20 — GRIEVANCE PROCEDURE

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

Step One: Within twenty (**20**) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Public Service Labour Relations Board to his immediate supervisor or 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 he presented his grievance to his immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Step Two.

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

Step Three: Within ten working days from the expiration of the ten day period referred to in Step Two, the employee may present his grievance in writing at the third level of the grievance process either by personal service or by mailing it by registered mail to his immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which he is employed. Any settlement proposed by the Employer at the levels One and Two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the final level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within fifteen (15) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 21 (Adjudication) hereof. within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

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

20.03 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays, and recognized holidays shall be excluded. If advantage of the provisions of this Article have not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in N. B. Regulation 69-85.

20.04 The Parties may mutually agree to extend the time limits specified herein.

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

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

ARTICLE 21 — ADJUDICATION

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

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

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

ARTICLE 22 — ANNIVERSARY INCREASES

22.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum and maximum rate of pay, review the work performance of the employee.

22.02 The Employer shall grant an anniversary pay increment to an employee on his anniversary date provided he has not reached the maximum rate of pay for the position held and provided his work performance rating meets the standard established for such purpose,

22.03 The Employer shall notify the employee, prior to his anniversary date, when an anniversary payment is not to be granted. Such notice shall contain the Employer's reasons for not granting the anniversary pay increment.

22.04 Where an employee is not granted a pay increment due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to his anniversary date for such increment.

22.05 Where an employee is not granted an anniversary pay increment and the reason for not granting the increment is remedied or ceases to exist within three (3) months following his anniversary date, the increment shall be granted to the employee on the first day of the month which is three (3) months following the anniversary date.

22.06 Where a pay increment is granted to an employee under Article 22.05 the employee's anniversary date shall not change.

ARTICLE 23 — HOLIDAYS

23.01 The following shall be the list of recognized holidays which the employees shall have off 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) Dominion Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor in Council as a general day of thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day and Boxing Day
 - (i) When Christmas Day is a Monday, the 25th and 26th days of December; or
 - (ii) When Christmas Day is a Tuesday, the 24th, 25th and 26th days of December; or
 - (iii) When Christmas Day is a Wednesday or Thursday, the afternoon of the 24th day and the 25th and 26th days of December; or
 - (iv) When Christmas Day is a Friday, a Saturday, or a Sunday, the 24th to 27th days of December, inclusive;
- (k) any other day duly observed as a Provincial or National holiday.

23.02 Where a holiday falls on an employee's regular day off, that employee shall be granted another day off in lieu of the holiday.

23.03 Where Christmas Day or Boxing Day falls on a Saturday or Sunday which is not an employee's regular day off, that employee shall be granted either the preceding Friday or the following Monday or both as his day or days off.

23.04 Where the Employer requires an employee to work on a holiday, that employee shall be compensated by payment for the hours of work performed at one and one-half (1 1/2) times his regular rate of pay, in addition to his regular day's pay as provided for in Article 23.01.

23.05 When one of the holidays falls on or is observed on a regular working day during an employee's vacation, he shall be granted an additional day's vacation in lieu thereof.

ARTICLE 24 — VACATIONS

24.01 Subject to Clause .07, each employee shall earn vacation leave credits for each full calendar month of employment. A calendar month shall be deemed to begin on the first working day of the month.

24.02 Subject to Clause .03, vacations shall not be cumulative from year to year.

24.03 Vacation entitlement may be carried over to a subsequent year at the discretion of the Employer. An employee who wishes to carry vacation entitlement forward shall request the Employer's permission to do so, in writing, prior to the expiry of the year in which the employee ordinarily would take the vacation sought to be carried forward.

24.04 Vacation leave credits shall be as follows:

(a) for employees with less than eight consecutive years employment shall be one and one-quarter ($1\frac{1}{4}$) days per calendar month;

(b) for employees with eight or more consecutive years employment shall be one and two-thirds ($1\frac{2}{3}$) days per calendar month;

(c) effective October 1, 1979, for employees with twenty-five (25) or more consecutive years employment shall be two and one-twelfth ($2\frac{1}{12}$) days per calendar month.

24.05 An employee whose employment is terminated for any reason, shall be paid with his final pay, at his daily rate of remuneration for any unused vacation credits which have accrued to his benefit in accordance with this Article.

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

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

(b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement;

(c) for days on which the employee is on sick leave pursuant to the terms of this Agreement; and

(d) for days on which the employee is absent from work while receiving Workmen's Compensation Benefits.

24.07 Where a continuous period of absence from work on leave of absence without pay or suspension from duty, not in violation of Article 18 (Discipline) exceed one-half the number of working days in any month, no vacation credits shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

24.08 Vacations shall be taken at a time authorized by the Deputy Head and where operational requirements permit, at the time requested by the employee.

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

ARTICLE 25 — SICK LEAVE

25.01 Each employee in the bargaining unit shall accumulate sick leave

credits at the rate of one and one-quarter (1 1/4) days per month for each calendar month of continuous employment up to a maximum credit of two hundred and forty days.

25.02 An employee appointed on the first working day of the month shall be eligible to accumulate sick leave credits from that date.

25.03 An employee appointed on any day other than the first working day of the month shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

25.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty exceeds one-half the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

25.05 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

(a) days on which the employee is on vacation,

(b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement,

(c) days on which the employee is on sick leave pursuant to the terms of this Agreement, and

(d) days on which the employee is absent from work while receiving Workmen's Compensation Benefits.

25.06 An employee may be required by the Employer to produce a Doctor's certificate for any period of absence exceeding three working days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an employee is abusing the sick leave privileges, his Department may issue him a directive that requires him to submit a medical certificate for any period of absence for which sick leave is claimed (including periods of less than three working days).

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

25.08 Where a deduction from salary is to be made pursuant to Clause .06 hereof, the employee is to be so informed as soon as possible and the deduction shall be made, if possible, within thirty days of the date, or the latest date, for which the deduction is made.

25.09 An employee who has used up his sick leave credits, may be granted advanced sick leave without loss of pay by the Deputy Head for a period up to fifteen days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

25.10 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with Clause .09 is terminated for any reason, the employee shall compensate the Employer for any such leave

granted to him that remains unearned at the time of termination of employment.

(b) The parties agree that failure to comply with 25.10 (a) above are grounds for the Employer to withhold:

- (1) any wages or other monetary benefits owing
- (2) any credit transfers in terms of vacation or pension transfers.

25.11 An employee, who becomes ill while on annual vacation, may if hospitalized if or confined to home under doctor's orders for more than three consecutive days use sick leave credits rather than **lose** a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at the time the employee is hospitalized or on the fourth consecutive day of confinement to home under doctor's orders.

ARTICLE 26 — BEREAVEMENT LEAVE

26.01 An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, wife, husband, son, daughter, brother, sister, mother-in-law, father-in-law, with pay at his regular rate up to a maximum of five consecutive working days provided that such employee attends the funeral.

26.02 An employee shall be granted bereavement leave in the event of the death of the employee's brother-in-law, sister-in-law, grandparents, grandchildren, or other relatives living in the immediate household, with pay at his regular rate up to a maximum of three working days provided that such employee attends the funeral.

26.03 An employee shall be granted bereavement leave in the event of the death of the employee's aunt or uncle, without **loss** of pay, for a maximum of one (1) calendar day provided such employee attends the funeral.

26.04 A further period of up to three (3) additional days special leave may be granted for the purpose of travelling to out of province funerals for any relative set out in Clauses 26.01 and 26.02 above.

ARTICLE 27 — PALLBEARER LEAVE

27.01 One-half day leave may be granted to attend a funeral as a pallbearer plus travelling time if necessary. The total leave is not to exceed one day and shall be granted at regular rate of pay.

ARTICLE 28 — EXAMINATION LEAVE

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

ARTICLE 29 — COURT LEAVE

29.01 A Deputy Head shall grant leave with pay to every employee other than an employee on leave of absence without pay or under suspension who is required:

- (a) to serve on a jury; or
- (b) to attend as a witness in any proceeding held;
 - (i) in or under the authority of a court of justice;
 - (ii) before a court, judge, or coroner;
 - (iii) before the Senate or House of Commons of Canada or a Committee of the Senate or House of Commons;
 - (iv) before a legislative assembly or house of assembly, or any committee thereof that is authorized by law to compel the attendance of witnesses before it; or
 - (v) before an adjudicator or person or body of persons authorized by law to make an inquiry and to compel the attendance of witnesses before it.

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

ARTICLE 30 — EDUCATIONAL LEAVE

30.01 The existing Educational Leave Provisions as prescribed in the Personnel Management Rules shall continue in force and shall apply to employees in the bargaining unit during the term of this Agreement.

ARTICLE 31 — MISCELLANEOUS LEAVE

31.01 The Employer may at his discretion and upon such terms as he deems advisable, grant leaves of absence with or without pay to an employee.

ARTICLE 32 — EMERGENCY LEAVE

32.01 The Employer shall at his discretion grant leave of absence with pay to an employee:

- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
- (b) where circumstances not directly attributable to the employee prevent his reporting for duty;

32.02 An employee's request for emergency leave shall be considered on its individual merits and the circumstances of the employee making the request.

ARTICLE 33 — DENTAL AND MEDICAL LEAVE

33.01 The Employer may, at his discretion, and upon such terms as he deems advisable, grant leaves of absence with pay to an employee for periods of less than one-half (1/2) day, for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

ARTICLE 34 — RETIREMENT

34.01 Employees shall retire at age sixty-five, except that the Employer, at its discretion, may permit an employee to remain employed for a further period of six months and so from time to time.

34.02 An employee may retire prior to age sixty-five years pursuant to the provisions of the Public Service Superannuation Act (1966).

ARTICLE 35 — RETIREMENT ALLOWANCE

35.01 When an employee having continuous service of five years or more, retires due to disability, death, or age, or is laid off, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five days' pay for each full year of seniority but not exceeding one hundred and twenty-five days' pay, at the employee's regular rate of pay.

35.02 An employee who "retires" is one who retires at age sixty-five (or later); or is granted under the Public Service Superannuation Act:

- (a) an annual allowance (an actuarially reduced pension); or
- (b) an immediate pension; or
- (c) a disability pension.

35.03 Where an employee retires due to disability, death, or age, the retirement allowance shall be paid in a lump sum upon retirement.

35.04 Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve months after the date he was laid off.

ARTICLE 36 — POSTING OF COMPETITIONS

36.01 Where there is a competition to fill a vacancy or an anticipated vacancy in the bargaining unit and where possible, the Employer shall post notices of such competition in the buildings out of which the employees work for a minimum of ten (10) working days, and where operational requirements permit, the vacancy shall not be advertised to the public until the ten (10) day period has expired. A copy of the notice of such competition shall be forwarded to the Association.

36.02 The notice referred to in Clause .01 shall contain the following information:

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

ARTICLE 37 — LAYOFF

37.01 Where layoffs occur in the bargaining unit employees in the bargaining unit shall have the rights and protections provided under the Civil Service Act and Regulations.

37.02 In addition to the protections and rights under Clause .01 reverse seniority shall apply to layoffs; that is, employees with less seniority in a classification or a lower classification shall be laid off before employees with greater seniority in that classification or a higher classification, provided the employee with greater seniority is willing to move to the lower classification job.

37.03 The unit of operation to which any preference based on seniority shall apply will be by classification series in the Highway District.

ARTICLE 38 — EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

38.01 Within thirty days of the signing of this Agreement there shall be constituted a joint committee known as the Employer- Employee Relations Committee comprised of four representatives of the Association and Employees combined and four representatives of the Employer which shall be responsible for the interpretation and effective operations of this Agreement.

38.02 Any matter giving rise to a dispute directly between the Association and the Employer shall be referred to this Committee within twenty (20) days of the date that the action or matter precipitating the dispute became known to the party that claims to be adversely affected.

38.03 A meeting of the Committee shall be convened by the Parties within five (5) days of the date that either party receives a notice from the other that an interpretation is required or that it claims to be adversely affected by an action, occurrence or matter initiated by the other, and it shall be incumbent upon the Party receiving the notice to establish the date of meeting within the five (5) days or make such other arrangements as is acceptable to the Party that issued the notice. A notice by either Party requesting a meeting shall include the names of that Party's representatives.

38.04 Any agreement reached by the Committee on matters of interpretation or settlement of a dispute shall be in writing, signed, and binding on the Parties to this Agreement and any directive required to ensure fulfillment of the settlement reached shall be distributed by the Party or Parties through their regular channels of communication.

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

38.06 The Committee shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision.

ARTICLE 39 — NO DISCRIMINATION

39.01 Subject to the provisions of the Civil Service Act and Regulations, the Employer agrees that there shall be no discrimination, interference,

restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge, or otherwise by reason of race, creed, color, national origin, language, sex, political, or religious affiliation, or marital status, nor by reason of his membership or activity in the Association.

ARTICLE 40 — TRANSFER OF BENEFITS

40.01 Upon transfer from Parts II, III or IV of the Public Service or transfer to Parts II or III of the Public Service

(a) an employee is entitled to transfer unused sick leave credits up to a maximum of **240** days credit,

(b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,

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

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

ARTICLE 41 — TELEPHONE PROVISION

41.01 When an employee is required to place a long distance telephone call for the purpose of carrying out his duties for the Employer, he shall be reimbursed for the cost of the long distance call.

ARTICLE 42 — ANNIVERSARY DATE

42.01 The anniversary date of an employee who commences work prior to or on the fifteenth (15th) day of the month shall be the first **working day** of that month.

42.02 The anniversary date of an employee who commences work later than the fifteenth (15th) day of the month shall be the first of the next month following the month in which he was employed.

ARTICLE 43 — PROMOTIONS, DEMOTIONS, AND TRANSFERS

43.01 For the purposes of this Agreement, the appointment of an employee to a different position constitutes:

(a) a promotion where the maximum salary is higher;

(b) a demotion where the maximum salary is lower;

(c) a transfer where there is no change in the maximum salary.

43.02 Where an employee is promoted he shall move to the step of the salary range for the new position that will increase his salary at least five percent, or to the minimum for the new position whichever is greater.

43.03 Where an employee is demoted, for any reason other than disciplinary action, he shall retain the salary he was receiving immediately prior to the demotion and shall be eligible for annual increments, without a change in anniversary date, if his retained salary is below the maximum for the position to which he was demoted. Where the demotion arises out of disciplinary action the employee's salary shall not exceed the maximum for the position to which the employee was appointed upon demotion.

43.04 Where an employee is transferred he shall retain the salary he was receiving immediately prior to the transfer and shall be eligible for annual increments, without a change in anniversary date, if his retained salary is below the maximum for the position to which he was transferred.

43.05 Where an employee is promoted, adjustment of salary shall be effective, at the latest, on the effective date of the promotion.

43.06 Where an employee is promoted on his anniversary date and is eligible to receive an annual increase in his former position, he shall, if recommended by the Employer, be paid at the rate of pay that would increase his salary ten percent, or to the minimum for the position, whichever is greater.

ARTICLE 44 — RATES OF PAY

44.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement, and the said rates of pay shall be effective from October 1, 1982 to September 30, 1985.

ARTICLE 45 — HOURS OF WORK

45.01 The normal hours of work shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, inclusive with one hour off each day for lunch.

45.02 Any hours worked in excess of the normal hours per week shall be considered to be overtime. Overtime must be authorized by the employee's immediate Supervisor.

45.03 An employee shall be compensated for overtime services in accordance with the Overtime Article (Article 46) of this Agreement.

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

ARTICLE 46 — OVERTIME

46.01 All hours worked in excess of the regular hours of work as specified in Article 45 shall constitute overtime.

46.02 Overtime shall be authorized in advance by the employee's Supervisor. Where operational requirements necessitate the employee may work overtime and be compensated in accordance with this Article, subject to the approval of his Supervisor.



46.03 At the employee's discretion he shall be compensated for overtime either by equivalent time off in lieu of hours worked, or payment at one and one-half times his regular rate of pay.

46.04 Equivalent time off shall be scheduled by the employee's immediate Supervisor consistent with the efficient operation of the service provided that such equivalent time off shall be scheduled to be taken at a time mutually agreed between the Parties.

46.05 A Highway Forman, who has accumulated forty (40) hours work in one week, will not be replaced in the performance of his duties by an employee of another classification for the purpose of the Employer avoiding payment for overtime services.

ARTICLE 47 — TRAVEL REGULATIONS

47.01 Provisions of the Travel Regulations in force from time to time shall apply to employees in the Bargaining Unit for Highway Supervisors. The Employer shall provide the Bargaining Agent with all amendments as they become available.

47.02 Receipts must be signed by the employee at the District Office in order for the employee to be reimbursed for the expenditure incurred under Section .01 above, if reimbursement is to be made from Petty Cash Account.

47.03 Where it is considered necessary by the Deputy Head for the Highway Supervisor to use his own vehicle, he shall be paid mileage as per the Travel Regulations.

ARTICLE 48 — DURATION AND TERMINATION

48.01 This Agreement constitutes the entire Agreement between the Parties and shall be in effect ~~for a term beginning October 1, 1982, and ending on September 30, 1985, and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.~~

48.02 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, pursuant to the provisions of the Public Service Labour Relations Act.

48.03 If a new Classification comes into being during the life of this Contract, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing Classification, which affect any member of the bargaining unit, the pay for such Classification shall be determined by negotiations between the Employer and the Association.

48.04 In the event that the Employer and the Association are unable to agree on the pay rate for such Classification, the dispute shall be submitted to the Arbitration Tribunal by either Party requesting the Chairman of the Public Service Labour Relations Board, in writing, to submit the dispute to the Arbitration Tribunal.

IN WITNESS WHEREOF the parties have signed:

FOR THE ASSOCIATION:

Jack Ivey
Oscar J. LeBlanc
Harold L. Lockhart

FOR THE EMPLOYER:

W. G. Bishop
G. S. Merrithew
David W. Jennings

GENERAL LABOUR AND TRADES (SUPERVISORY) UNIT

SCHEDULE "A"

MONTHLY RATES

Effective October 1, 1982 - March 31, 1983

	A	B	C
Highway Supervisor I	1499	1573	
Highway Supervisor II	1573	1651	1734

Effective April 1, 1983 - September 30, 1983

	A	B	C
Highway Supervisor I	1574	1652	
Highway Supervisor II	1652	1734	1821

Effective October 1, 1983 - September 30, 1984

	A	B	C
Highway Supervisor I	1668	1751	
Highway Supervisor II	1751	1838	1930

Effective October 1, 1984 - September 30, 1985

	A	B	C
Highway Supervisor I	1751	1839	
Highway Supervisor II	1839	1930	2027

SCHEDULE "B"

EDUCATIONAL LEAVE

Any similarity between this clause and the Non-Earning Personnel Policy (T.B. Minute 76-119) is purely coincidental.

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

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

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

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

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

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

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

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

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

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

.05 (a) Short Term Educational Leave may be granted for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period of 30 working days or less.

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

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

(b) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

(i) leave of absence with pay for the purpose of writing examinations,

(ii) payment of the expenses of writing the examinations,

(iii) payment of travelling expenses in accordance with the Travel Regulations.

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

(b) Subject to section .04, the employee may be granted financial assistance to help cover the cost of the following expenses:

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

.08 (a) An employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'Administration, Ecole Nationale D'Administration Publique, National Defence College or a similar institution.

(b) Subject to section .04, an employee may be granted financial assistance to help cover the following expenses:

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