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No. OF EMPLOYEES	2,500		
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AGREEMENT			

between

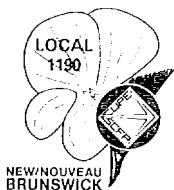
New Brunswick
Nouveau Brunswick

BOARD OF MANAGEMENT

and

**CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 1190**

**GROUP: GENERAL LABOUR
AND TRADES, PART 1**



EXPIRES: March 31, 1992



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THIS AGREEMENT made this 21st day of August 1990.
BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE
OF NEW BRUNSWICK as represented by Board
of Management, hereinafter called the "Employer,"
party of the first part.

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL
1190, hereinafter called the "Union," 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.

Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the party or parties hereto so required.

ARTICLE 1- DEFINITIONS:

1.01 "Union" shall mean the Canadian Union of Public Employees, Local 1190, 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 Board of Management and shall include its delegated representatives.

1.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number 002 PS 5c.

1.04 "Employee" shall mean a person employed by the Employer as defined under the Public Service Labour Relations Act, and is covered by this contract. Employees may be subdivided into the following categories:

(a) "Regular employee" is an employee required to work the normal hours of work per week as prescribed in Article 21 on a continuing basis.

(b) "Part-time employee" is an employee who works less than the full work period of a regular employee on a continuing basis.

(c) "Seasonal employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service position.

(d) "Part-time seasonal employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis and works less than the full work period of a seasonal employee on a recurring basis and who is appointed on a plan of establishment to a Part-time Seasonal Civil Service Position.

(e) "Term employee" is an employee employed for a specified period of more than six continuous months on a full-time or part-time basis.

1.05 "Apprentice" - a person indentured to a skilled trade whose continued employment is contingent on the satisfactory progress and completion of his apprenticeship.

1.06 "Abrasive Materials" means materials containing corrosives or is a substance that would abrade the skin or clothes.

1.07 "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

1.08 "Day" means calendar day unless otherwise specified.

1.09 "Deputy Head" means a Deputy Minister or a person designated in writing by the Deputy Minister.

1.10 (a) "Probationary Period" for persons hired under the Civil Service Act is that period of six months actually worked immediately following the date on which that person reports for work; provided that on the expiration of such period of six months the Deputy Head may extend the probationary period for further periods of three months. The total probationary period may not exceed twelve months, and in the case of in-service appointments may be reduced or waived at any time by the Deputy Head.

(b) "Probationary Period" for persons hired in institutions or agencies not subject to the Civil Service Act is that period of six months actually worked immediately following the date on which that person reports for work; provided that on the expiration of such six months the Chief Executive Officer may extend the probationary period for further periods of three months. The total probationary period may not exceed twelve months, and may be reduced or waived at any time by the Chief Executive Officer.

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

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

1.13 "Department Seniority" shall mean the aggregate period(s) of work performed by an employee in the service of the Employer within a Department or Agency as now or hereinafter constituted.

1.14 General Seniority for regular employees shall be the length of continuous service in the employ of the Public Service of the Province of New Brunswick. General seniority for employees other than regular employees shall be pro-rated.

1.15 Inactive Status is that period of time not worked by a Seasonal Employee and shall not be considered a lay-off. Where a Seasonal Employee is placed on inactive status, such employee shall not lose his employee status.

1.16 Shift work means any operation in a Department, Board, Commission or Agency that requires an employee to work any combination of day shift, afternoon shift and evening shift even when shift coverage is required for less than twenty-four hours per day and seven days per week. A person will not be required to work more than five (5) full shifts in a seven (7) day period, but there is one exception - the parties may by mutual agreement make other arrangements.

ARTICLE 7 - APPLICATION OF AGREEMENT:

2.01 This agreement applies to and is binding on the Union, the Employees, the Employer and its agents.

ARTICLE 3 - RECOGNITION:

3.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number 002 PS 5c applies.

3.02 Non-bargaining unit supervisory personnel who supervise employees in this bargaining unit shall not do work normally assigned to members of this bargaining unit, except in the case of emergencies.

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 in the interests of the health, safety, or security of the people of New Brunswick.

ARTICLE 5 - MANAGEMENT RIGHTS:

5.01 All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer.

5.02 Without limiting the generality of the foregoing it is agreed that the Employer has the exclusive right to:

(a) hire, transfer employees consistent with operational requirements; discharge, discipline, classify, demote for just cause, promote, and assign employees;

(b) to be the judge of the qualification of employee;

(c) to determine the numbers and jobs of employees required from time to time consistent with proper public service;

(d) to maintain order, discipline, and efficiency; and

(e) to determine schedules, methods, sequences, and locations of operations.

5.03 The Employer shall exercise its rights consistent with the terms of this Agreement.

ARTICLE 6 - CHECK OFF OF UNION DUES:

6.01 The Employer shall deduct from the wages due every employee who has worked ten (10) days in any month an amount equal to the regular monthly dues of the Union

6.02 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union prior to the 15th of the month following the month in which the deductions were made. The information contained on the dues deduction list being provided by the Employer shall continue to be provided for the term of this Agreement. The Union will keep the Employer advised of the name and address of its designated official.

6.03 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of the amount of its 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 Officials of the Union after which such changed amount shall be the amount to be deducted and so from time to time. Any changes in the dues structure must be made in strict accordance with the Union's Constitution.

6.04 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

6.05 The Employer shall include the sums deducted under this article on Employees T-4 slips.

ARTICLE 7 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:

7.01 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 provisions of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the Parties shall negotiate a mutually agreeable provision to be substituted for the provision rendered null and void. Should such negotiations fail to achieve agreement the Parties hereby agree to Binding Arbitration under the Public Service Labour Relations Act.

7.02 ~~Should any legislation provide greater benefits than the current collective agreement the legislation shall apply.~~

ARTICLE 8 - STRIKES AND LOCKOUTS:

8.01 The Union hereby agrees that during the term of this Agreement there shall be no strike walkouts, sit-downs, slow-downs, unreasonable absenteeism, or other alleged interferences with the Employer's operations.

8.02 Participation by an employee in any of the activities listed above shall be grounds for disciplinary action.

8.03 The Employer agrees that there shall be no lockout during the term of this Agreement.

ARTICLE 9 - DISCIPLINE:

9.01 An employee may not be disciplined except for just cause and the employee shall be informed within ten (10) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union within said ten day period.

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

9.02 Discipline for just cause includes:

- (a) written reprimand
- (b) demotion resulting from a disciplinary action
- (c) suspension with or without pay
- (d) discharge

9.03 A written reprimand or suspension with pay authorized in writing may be administered by an employee's first level of grievance. Suspension without pay, discharge or demotion may be administered by the Deputy Head, Acting Deputy Head, Chief Executive Officer, or Acting Chief Executive of the employee's department, Board, Commission or Agency.

9.04 Where an employee alleges that he has been suspended, discharged or demoted in violation of Article 9.01 he may within twenty (20) working days of the date of his suspension, discharge or demotion, invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance he shall lodge his grievance at the final level of the grievance procedure.

9.05 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.

9.06 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 9.02, the remedy will be specified by the adjudicator pursuant to Article 15. It is the intention of the parties that where an employee has been disciplined by suspension without pay or by discharge in violation of Article 9.02 the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him.

9.07 A suspension shall be for a specified period of time not exceeding ten (10) consecutive working days, however, this clause shall apply separately to each incident and cannot be applied concurrently to the same incident.

9.08 A suspension or discharge shall be effective on the date specified in the notice in writing, by personal service or by certified mail, or by registered mail. The written notice or letter shall state the reason(s) for such suspension or discharge. A copy of such notice or letter shall be sent to the Union.

9.09 Where, as a result of a formal work review, or a written warning is issued in which the performance or actions of an employee is judged to have been unsatisfactory such documents shall be made in duplicate. The employee concerned must be given a copy of the forms in question with a copy sent to the Union.

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9.10 On the expiration of 260 working and after the disciplinary action has been taken against an employee, the record of disciplinary action taken shall be removed from the file of an employee and shall not be used against him. For the purpose of this Article, days on which an employee is on approved leave of absence with pay shall be considered as working days.

9.11 Upon request, an employee shall be given an opportunity to read and be provided with a copy of any documents in his personal file that related to an assessment of his conduct, work performance and warnings.

9.12 Where the supervisor or management personnel intend to meet with an employee for the purpose of discussing possible disciplinary action as per Article 9.02, the employee shall be advised in advance in order that he may invite a union representative to attend the meeting. It is understood that this Article is not intended to cover issues such as yearly evaluation discussions.

ARTICLE 10 - SENIORITY:

10.01 General seniority shall not commence to accumulate until an employee has completed the probationary period and upon completion of the probationary period, general seniority of the employee shall date from the commencement of such a period.

10.02 In the event of a transfer from one Department to another, the employee shall retain his general seniority.

10.03 An employee who ceased to be on the payroll of the employer shall not lose his seniority if:

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

10.04 Employees laid off or Seasonal Civil Servants on inactive status not in excess of twelve (12) months shall retain their seniority accumulated to date of layoff or commencement of inactive status but do not accumulate seniority during the period of layoff or inactive status.

10.05 An employee shall be terminated and lose his seniority rights if:

- (a) he quits and is absent for more than one complete scheduled work day after taking this action.

(b) he is laid off or on inactive status in excess of twelve (12) months;

(c) he has been discharged for just cause and is not reinstated;

(d) he is absent without leave for a period in excess of three (3) consecutive working days without reasonable excuse;

(e) when recalled he fails to return to work within seven (7) calendar days after being notified by registered mail. It shall be the responsibility of the employee to keep the employer informed of his present mailing address. An employee recalled for employment of a short-term duration up to twenty (20) working days at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work. Such an employee shall waive his recall rights until regular work for which he has the required ability to perform becomes available. An employee recalled for employment outside his classification shall not lose his recall rights for refusal to return to work.

10.06 An employee who is transferred or promoted to a position outside the Bargaining Unit and is later returned to this Bargaining Unit during his probationary period in the new position, shall return to his former or higher classification and he shall not suffer any loss of seniority as a result of the promotion or transfer. Similarly, an employee who is in receipt of acting pay for assuming the duties of a classification not assigned to this Bargaining Unit shall, upon his return to this Bargaining Unit, be assigned to his former or higher classification and he shall not suffer any loss of seniority as a result of the above mentioned assignment.

10.07 The Employer shall prepare a seniority list for regular employees and seasonal employees and shall make this list available to the employees in the bargaining unit and the Union during January of each year. The list of employees shall include: employee's name, employee number, classification, status, headquarter, date of commencement, date of appointment, sick leave, seniority days as such information is available through the human resource information systems in use by the Employer.

10.08 Where two or more persons commence work on the same day, seniority shall be in accordance with the date of application for employment.

ARTICLE 11 - LAYOFF, INACTIVE STATUS, AND RECALL:

11.01 In the event of layoff or Seasonal Civil Servants being placed on inactive status, reverse seniority shall apply: that is, employees with less seniority in a classification or a lower classification

shall be laid off or placed on inactive status before employees with greater seniority in that classification or a higher classification provided the employee with the greater seniority is willing to move to the lower classified job, except that no one may claim on the basis of his seniority in his Department work in an occupation for which he is not qualified or does not have the required ability. In no case will an employee classified as a seasonal civil servant exercise seniority rights until seniority rights of any regular employee have been exhausted.

11.02 (a) In the event of a recall, employees shall be recalled in order of seniority, provided they have the required ability to perform the work available.

(b) During the two week inactive status that may be required each year to maintain a Seasonal Civil Service status, a seasonal employee shall not be able to exercise his recall rights.

11.03 Where the Employer intends to layoff an employee or place a Seasonal Civil Servant on inactive status, the employee shall be given not less than ten (10) working days written notice of such layoffs. If the employee has not had the opportunity to work the scheduled workdays during the term of notice, he shall be paid in lieu thereof for such days, This clause will not apply to employees hired or recalled for employment of less than a month duration. Any notice of layoff or inactive status shall only be bona fide for a period of one (1) calendar month.

11.04 (a) No new person shall be hired in the Bargaining Unit until employees laid off have been given an opportunity of recall provided they have the required ability to perform the work available.

(b) No new person shall be hired to perform the normal job duties assigned to a seasonal employee while the seasonal employee is on inactive status, if such hiring has the effect of reducing the seasonal employee's work period, until the seasonal employee has been given an opportunity of recall to work.

10.05 For purposes of this Article, Departmental seniority shall apply and the unit of operation for layoff and recall shall be a district, region or an institution within a Department.

ARTICLE 12 - CHIEF SHOP STEWARD AND UNION:

12.01 It is understood that the Chief Shop Steward and members of the Union have their regular work to perform on behalf of the employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, employees will not leave their jobs without obtaining the supervisor's permission.

12.02 An accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance, provided that permission of the employer's representative is first obtained. Such permission shall not be unreasonably requested nor withheld.

12.03 The Union will provide and update the Employer with a list of its current authorized chief shop stewards and their designates.

ARTICLE 13 - BULLETIN BOARDS:

13.01 The Employer shall provide sufficient space for Union bulletin boards, on which the Union may post notices which will be properly signed by an authorized Union representative.

13.02 The Union will provide the Employer with a list of its authorized Union representatives or their designates upon signing of this Agreement.

ARTICLE 14 - GRIEVANCE PROCEDURE:

14.01 Where an employee feels himself to be aggrieved by the interpretation or application in respect of him of a provision, of 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 his agreement by the Employer, or where the person has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within ten (10) working 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 the person designated by the Employer as the first level in the Grievance Procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his Grievance to the person designated as the first level of the Grievance Procedure, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing at the second level of the Grievance Process, either by personal service or by mailing by registered mail to the person designated by the employer as the second level in the Grievance Procedure. If the Employee does not receive a reply or a satisfactory settlement of his Grievance from the

person designated by the Employer as the second level in the Grievance Process within ten (10) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

STEP THREE: Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the third level of the Grievance Process either by personal service or by mailing it by registered mail to 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 ten (10) 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 ten (10) 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 15 (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.

14.02 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 Union.

14.03 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 reopened.

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

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

14.06 In the event an employee grieves that his layoff or inactive status is in violation of Article 11 (Layoff Inactive Status and Recall) his grievance may be initiated at Step Three of the Grievance Procedure within ten (10) days after the alleged grievance has arisen.

ARTICLE 15 - ADJUDICATION:

15.01 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.

15.02 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 to direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege, as the Board may determine appropriate to finally settle the issues between the Parties, and may give retroactive effect to its decision.

ARTICLE 16 - VACATIONS:

16.01 Subject to Article 16.07, each employee shall earn vacation leave credits for each calendar month for which he receives pay for at least ten (10) working days.

16.02 Subject to Article 16.03, vacations shall not be cumulative from year to year.

16.03 Where operational requirements permit, vacation entitlement can be carried over to a subsequent year. An employee who wishes to carry vacation entitlement forward shall make his request in writing prior to the first day of October of the year in which the employee ordinarily would take the vacation sought to be carried forward. If an employee is unable to make a written request due to illness or injury, unused vacation credits will automatically be carried forward. Such vacation carry over shall not exceed one (1) year's vacation credits.

16.04 The vacation leave credit shall be:

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

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

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

16.05 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.

16.06 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 a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits.

16.07 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 9 (Discipline) exceeds one-half (1/2) the number of working days in any month, no vacation credits shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

16.08 Vacations shall be taken at a time authorized by the Employer and where operational requirements permit, at the time requested by the employee. May 1st shall be the cut-off date for employees to indicate their preference in vacation dates. Seasonal employees who are employed after May 1st shall indicate their preference in vacation within thirty (30) days after returning to work. Where appropriate and occupational requirements permit, preference in vacation schedules shall be given within each classification to those employees with greater seniority, within a Department.

16.09 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.

16.10 Where an employee is laid off, he shall take his accumulated vacation credits at time of layoff. Vacation credits do not accumulate during periods of layoff. On termination of layoff such employees commence to gain vacation in accordance with Clause 16.01.

16.11 Seasonal employees shall earn pro-rated vacation credits on the basis of time actually worked; however, seasonal employees shall not be subject to Clause 16.10.

16.12 An employee who becomes hospitalized while on annual vacation or who becomes ill for a period in excess of three (3) days may 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 must be notified at time of illness.

16.13 If one of the holidays referred to in Article 19 (Holidays) falls on or is observed on a regular work day during an employee's vacation, he shall be granted an additional day's vacation.

23/15/10

ARTICLE 17 - SICK LEAVE:

17.01 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 for which he receives pay for at least ten (10) working days to a maximum credit of two hundred and forty (240) days.

17.02 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.

17.03 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 pursuant to the terms of this Agreement;

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

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

17.04 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half (1/2) day may be deducted as one-half (1/2) day, absence for more than one-half (1/2) day but less than one full day may be deducted as a full day.

17.05 For each period for which sick leave is claimed, the Deputy Head may require and the employee shall produce a doctor's certificate. If a certificate is not produced after such a request, the time absent from work shall be deducted from his wages.

17.06 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.

17.07 Where an employee has exhausted his sick leave credits, the Deputy Head may grant to that employee special sick leave with pay for a period not exceeding fifteen (15) days. Such advance of sick leave shall be deducted from sick leave credits subsequently earned.

17.08 Where an employee terminates his employment for any reason, the Employer shall be entitled to recover any outstanding advance of sick leave to such employee from any monies due to the employee on his termination.

17.09 Where an employee is laid off or a Seasonal Civil Servant placed on inactive status, he shall not accumulate sick leave credits during the period of layoff or inactive status but shall retain such credits existing at the time of layoff or commencement of inactive status. On recall, such employee shall commence to gain sick leave credits in accordance with Article 17.01.

17.10 An employee laid off or a Seasonal Civil Servant placed on inactive status in excess of twelve (12) months shall lose all accumulated sick leave credits.

17.11 An employee shall not be discharged if unable to properly perform his job functions because of alcoholism or habitual drug use, or any other personal problems, provided that such employee is prepared to and does accept drug, alcohol or other rehabilitation treatment as facilitated by the employer, and subsequently re-establishes and maintains an acceptable level of job performance.

ARTICLE 18 - LEAVE OF ABSENCE

18.01 Bereavement Leave

(a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, wife, husband, common-law spouse son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, niece, nephew, grandchild, step-parents, step-children, sister-in-law, brother-in-law, son-in-law, daughter-in-law and person acting in loco parentis without loss of regular pay for five (5) consecutive calendar days, terminating no later than two (2) calendar days after the funeral.

(b) On the day of the funeral of an employee's aunt, uncle, spouse's grandparents or other relatives living in the household, the employee shall be granted one (1) day bereavement leave with pay provided the funeral falls on the employee's regular working day.

18.02 Pallbearer

One-half (1/2) day's leave at his regular rate of pay shall be granted to an employee to attend a funeral as pallbearer and reasonable travelling time.

18.03 Jury Duty or Witness

The Employer shall grant leave of absence from work to an employee who:

- (a) is required to serve on a jury; or
- (b) is subpoenaed as a witness before a Court of Justice, a Coroner's inquest, or a Court of Inquiry.

Such employees shall be paid the difference between his regular pay and the amount received as a juror or as a Witness excluding travelling, meals, and other expenses upon presentation of a certificate of attendance for jury and witness duty. If an employee is required to report on any day for jury duty but is not required to serve for the entire day, such employee shall then report to work.

18.04 Maternity Leave

(a) Every employee who becomes pregnant shall, not later than the fifth month of her pregnancy:

(i) request maternity leave without pay to commence on a date that is within the three (3) month period immediately preceding the expected date of the termination of her pregnancy; or

(ii) give notice of resignation to be effective within the three (3) month period immediately preceding the expected date of the termination of her pregnancy.

(b) An employee requesting maternity leave shall submit, with the application for leave, a statement from her physician indicating that employment to the date specified in the application will not be injurious to her health providing unforeseen complications do not arise.

(c) Where an employee submits to the Deputy Head or Chief Executive Officer a certificate from a qualified medical practitioner stating that her health so requires, the Deputy Head or Chief Executive Officer shall grant maternity leave to the employee to commence earlier than three (3) months before the expected termination of her pregnancy.

(d) The Employer may direct an employee who is pregnant to proceed on maternity leave at any time where, the employee cannot produce a medical certificate stating that her condition does not prevent her from performing her normal work functions.

(e) The total period of maternity leave shall not exceed five months, counting the maternity leave taken before and after the date of termination of the pregnancy. Maternity leave will continue after the termination of the pregnancy up to that point where the maternity leave taken before and after the termination of the pregnancy totals five months, unless sooner terminated by the employee's resignation or return to work. 8A
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(f) When an employee on maternity leave wishes to return to work, she shall give the Deputy Head or Chief Executive Officer notice of the fact at least ten (10) working days prior to the date that she will be ready to return to work, and shall submit the written approval of a qualified medical practitioner.

(g) An employee who returns to work in accordance with Article 18.04 (e) hereof shall retain her position on the Plan of Organization in the same Department, Board, Commission, or Agency, in the same geographical location that she held prior to and during the period of her temporary absence.

(h) An employee who returns to work in accordance with Article 18.04 (g) shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

(i) Subject to Article 18.04 (j) an employee on maternity leave who does not return to work within the period of time referred to in Article 18.04 (e) will be considered to have resigned her position on the last day of the time allotted. 8B

(j) The Employer may extend the leave period following termination of the pregnancy referred to in Article 18.04 (e). 114

(k) An employee who resigns her position in accordance with Article 18.04 (a) or 18.04 (i) for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part I service within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

(l) Employees do not accrue sick leave or vacation leave benefits while on maternity leave. Period of less than one (1) month shall not be counted in this calculation.

(m) Employees entitled to maternity leave shall be permitted to apply up to ten (10) working days of their accumulated sick leave credits against their Unemployment Insurance waiting period of two weeks. 4
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(n) Should the employee not return to work following her maternity leave the employee shall compensate the Employer for such sick leave granted.

(o) Prior to the commencement of maternity leave sick leave will be granted to an employee for sickness arising from complications associated with her pregnancy, excluding normal delivery.

18.05 Examination Leave

If an employee is required by the Employer to write examinations or attend a competition to improve his qualifications or position, such employee shall not suffer any loss of pay or seniority in order to write such examination or attend competitions held during the employee's working hours.

18.06 General Leave

The Employer may grant leaves of absence with or without pay to an employee requesting leave for good and sufficient cause. Such leave will not be unreasonably withheld.

18.07 At the written request of the Union, and operational requirements permitting, the Employer shall grant a leave of absence without pay to employees designated by the Union:

(a) for the purpose of attending union conventions, such absence not to exceed in the aggregate one hundred (100) working days in any calendar year,

(b) for the purpose of attending educational courses or other union business, provided that the Union shall have requested such leave of absence at least two (2) weeks prior to the proposed leave if possible.

18.08 At the written request of the Union, employees who are members of the Union Negotiating Committee shall be allowed leave of absence without pay to perform the duties of that committee. The Union will submit written notification at least two (2) weeks prior to the proposed leave if possible.

18.09 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence for a specified period of up to one year by the Employer, without pay or loss of seniority. Such leave of absence shall be renewable for a further term upon request for such leave. Such leave of absence will be given to not more than four employees in the Bargaining Unit at any given time. Employees on such leave of absence will not be entitled to the benefits of this Agreement.

18.10 Emergency leave with pay may be granted to an employee by the Deputy Head or his designate for a period not exceeding five working days or the Board of Management for a period exceeding five working days: ⁶_{3/1}

(i) where there is a serious illness in the employee's immediate family: ^{4/1}

(ii) where circumstances not directly attributable to the employee prevent him reporting for duty; or ^{1/1}

(iii) under such other circumstances as the Deputy Head may approve.

18.11 Leave of absence with pay may be granted for pre-scheduled medical or dental appointments which cannot be arranged outside normal working hours. Such leave shall not be unreasonably withheld.

18.12 Veterans - Special leave may be granted, with no loss of pay or sick leave credits, to veterans on disability pension who are called to report to a Medical Board for examination or investigation, in connection with their disability. ^{4/1}

18.13 An employee shall be granted one (1) day's paternity or adoption leave without loss of pay within a reasonable period of time surrounding the occasion of the birth or adoption of his child. ^{1/1}

18.14 Employees required by the employer to attend a course to improve their qualifications shall be compensated at their regular rate of pay while participating in such courses subject to the following provisions: ^{2/1}

(a) seasonal employees required to attend such courses during their inactive period shall not be subject to the provisions of Article 11 (Layoff, Inactive Status and Recall), and shall not earn seniority;

(b) there shall be no payment for training hours in excess of eight hours

ARTICLE 19 - HOLIDAYS:

19.01 Subject to subsection 19.02 the holidays for employees shall be:

- (a) New Years Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;

- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas;
- (k) Boxing Day;
- (l) any other day duly observed as a Provincial or National holiday.

19.02 (a) An employee required to work on any of the above mentioned holidays, other than Christmas and Boxing Day, shall be paid for the time so worked at the applicable overtime rate, in addition to that day's pay.

(b) Any employee required to work on Christmas and/or Boxing Day shall be paid for the time so worked at double (2) times the employee's regular rate of pay, in addition to that day's pay.

(c) Where an employee is normally scheduled to work on December 24, he shall receive his last four (4) working hours off with pay; however, if December 24 is a Monday, he shall receive the whole day off with pay. Where an employee is required to work the hours off provided by this section for December 24, such employee shall be paid for those hours in accordance with Article 22 (Overtime).

19.03 (a) Subject to subsection (b), where a holiday falls on a day that is a day of rest for an employee, that employee is entitled to a leave of absence with pay on the employee's first working day immediately following the holiday.

(b) Where an employee is required to perform the duties of his position on his first working day immediately following the holiday in 19.03 (a), the employee shall be paid for all hours worked in accordance with Article 22 (Overtime) in addition to receiving his regular rate of pay for that day.

19.04 To be eligible for pay for one of said paid holidays, a person must have worked the employee's working day before and the employee's working day after each of said holidays, unless excused for bona fide sickness.

19.05 Where an employee requests, and where conditions permit, an employee may be granted equivalent time off in lieu of the overtime payment in Article 19.02 and 19.03 above.

ARTICLE 20 - INJURED ON DUTY:

20.01 All employees in the Bargaining Unit shall be covered by the provisions of the Workers' Compensation Act of the Province of New Brunswick

20.02 An employee receiving compensation benefits under the Workers' Compensation Act for injury on the job shall receive the difference between his net salary (i.e., gross salary less income tax, Unemployment Insurance, and Canada Pension Plan deductions) and the benefit that is paid by the Workers' Compensation Board during his period of temporary disability. For the purpose of this Article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payments, such Canada Plan Payments shall be deemed to form part of the Workers' Compensation Board benefits.

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

ARTICLE 21- HOURS OF WORK:

21.01 The Employer shall prescribe the regular hours of work for employees.

21.02 The normal workweek shall consist of five (5) consecutive days of eight (8) hours each and two (2) consecutive days off for a total of forty (40) hours per week, except as otherwise provided in this agreement. Employees will be scheduled from Monday to Friday inclusive, 8 a.m. to 5 p.m.

21.03 Where the Employer requires any employee to work in twenty-four (24) hour continuing shift operation, the regular workweek shall be forty hours per week averaged over a four (4) week period. No employee as a condition of employment will be required to work more than five (5) full shifts in a seven day period.

21.04 Unless operational requirements dictate, existing patterns of work or hours of work shall not be changed without giving at least two (2) weeks notice by posting to the employees concerned. A copy of such notice will be sent to the Union pursuant to Article 27 (Notices).

21.05 As a result of the application of Articles 21.02 and 21.03 if an employee or group of employees feel adversely affected whenever any significant change is made in the existing patterns of work during the life of this Agreement, such complaint shall be referred to joint consultation pursuant to the provisions of Article 26 (Joint Consultation).

21.06 Each employee shall complete his assigned work he is required to do each day.

21.07 Meal periods shall not be less than thirty (30) minutes in a shift, except for employees working straight eight (8) hour shift, who are required to remain on their job throughout such shift.

21.08 All employees may take two (2) ten (10) minute breaks each day at the time approved by the responsible officer designated by the Employer.

21.09 Nothing in this Article shall constitute a guarantee of hours of work per week, or otherwise.

21.10 No person covered by the bargaining unit shall be denied regular hours of work as a result of his having worked overtime hours for the Employer.

ARTICLE 22 - OVERTIME:

22.01 All hours worked in excess of the normal hours as defined in Article 21 (Hours of Work) shall constitute overtime. Overtime shall be paid at one and one-half (1-1/2) times the employee's normal rate.

22.02 When operational requirements permit, overtime must be authorized in advance by the Employer.

22.03 Overtime shall be distributed as equitably as circumstances will permit among qualified employees provided that each employee will perform his fair share of overtime and call-in work. Employees shall not unreasonably refuse call-in and to do overtime. An employee shall have the right to refuse overtime and/or call-in when required to perform duties not contained within his job classification. Overtime for all employees shall be made available upon request at the end of each calendar month.

22.04 Effective the date of signing of this collective agreement, an employee shall be entitled to a shift differential of thirty cents (\$.30) per hour for all hours worked on a shift where at least half of the hours worked on the shift fall between 4 p.m. of one day and 8 a.m. of the following day. Shift premiums shall not be paid for time worked at overtime rate. Effective January 1, 1991 the shift differential shall be thirty-five cents (\$.35) per hour.

22.05 Each Department, Commission, Agency or Institution where shift premiums are applicable, shall maintain a record of shifts worked, as described in Article 22.04 for each employee and once per month pay the shift premium as a bonus.

22.06 An employee who is called in to work after he has terminated his shift and left his place of work shall be paid at one and one-half (1-1/2) times his regular hourly rate for the time worked, but in any event he shall be guaranteed a minimum of three (3) hours pay at one and one-half (1-1/2) times his regular hourly rate. This Clause will not apply to regularly scheduled overtime. When the

work for which the employee is called back is completed the employee shall be allowed to leave.

22.07 Whenever the call-in either precedes or follows but in any event is continuous to the employee's regular shift he shall then be paid one and one-half (1-1/2) the regular rate for the hours worked.

22.08 The provisions of Article 22.06 shall not be included when computing overtime.

22.09 Overtime shall be compensated by payment of 1 1/2 times the employee's rate of pay or 1 1/2 times off at the option of the employee. Time off shall be taken at a time mutually agreeable by the parties otherwise the employee shall be paid for the overtime worked.

ARTICLE 23 - RETIREMENT ALLOWANCE:

23.01 When an employee having general seniority of five (5) years or more, retires due to disability, death or age, or is laid off, the Employer shall pay such an employee or estate a retirement allowance equal to five (5) days' pay for each full year of seniority but not exceeding one hundred twenty-five (125) days' pay, at the Employee's regular rate of pay. For the purpose of this article, employees having seniority of five (5) years or more who do not participate in the Civil Service Superannuation Plan shall be deemed entitled to retire due to age once having achieved age sixty (60).

23.02 Where an employee retires due to disability, death, or age, the retirement allowance shall be paid in a lump sum upon retirement or at the employee's written request the lump sum payment can be deferred to the year following his termination of employment.

23.03 Where 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, provided the employee has not been rehired in the New Brunswick Public Service.

ARTICLE 24 - SAFETY AND HEALTH:

24.01 Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature. Wearing of such protective clothing and equipment is mandatory and shall be a condition of employment.

24.02 An employee required to wear prescription glasses shall wear safety approved prescription glasses and shall be reimbursed by the Employer half the actual cost of the lens and frames for one

pair of such glasses during two year terms beginning with the signing date of this agreement regardless of Blue Cross payments. The total reimbursement by the Employer and Blue Cross shall not exceed the actual cost of the glasses.

24.03 An employee required to wear safety shoes shall be reimbursed by the Employer the maximum of \$65.00 in each year of the current contract provided proof of purchase of a pair of safety boots or safety shoes is produced by the employee. An employee qualifying for this benefit is limited to one claim per contract year.

24.04 The Employer will continue to maintain its equipment in accordance with Federal and Provincial Safety Standards and to make reasonable regulations for the safety and health of its employees during the hours of employment and the Union agrees that it will direct its members to use the protective devices and other equipment provided by the Employer for the protection of employees from injury. The Union also agrees that it will encourage its members to promptly report conditions which might be dangerous to employees and the public and to do all in their power to make the Employer's property and equipment safe, sanitary, and dependable.

24.05 For the protection of employees, coveralls and suitable gloves will be supplied when they are working in the handling of abrasive materials. It is agreed that such clothing or gloves shall remain the property of the Employer and that their wearing shall be mandatory at the discretion of the Employer.

24.06 For employees required to do supervisory or peace officer work, suitable visible identification will be supplied. Such identification will remain the property of the Employer.

24.07 The parties agree that the provisions of the Occupational Health and Safety Act apply to this bargaining unit. Without limiting the generality of the foregoing, the provisions of the Act governing the employee's right of refusal of unsafe work apply.

24.08 Each member of a Health and Safety Committee established in accordance with the provisions of the Occupational Health and Safety Act, shall be provided with a copy of the minutes of Committee meetings. In those jurisdictions in which members of this bargaining unit are employed but not represented on the related Health and Safety Committee, the Employer upon request will provide the Union with a copy of the minutes of any particular such meeting.

ARTICLE 25 - JOINT CONSULTATION:

25.01 The Union and the Employer acknowledge that mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees in appropriate work units, consisting of equal numbers of employee representatives and management staff.

25.02 The Parties agree that the Committees shall be employed as a forum for meaningful consultation or contemplated changes in conditions of employment or working conditions not governed by this Agreement, and other matters of mutual interest.

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

25.04 Employees attending Joint Consultation Meetings shall suffer no loss of pay for the purpose of attending such meetings.

25.05 Employees attending meetings of:

- (a) the Joint Health and Safety Committees established pursuant to the provisions of the Occupational Health and Safety Act;
- (b) the Employee Assistance Program (E.A.P.) established by the parties;

shall suffer no loss of pay for the purpose of attending such meetings.

ARTICLE 26 - NOTICES:

26.01 Any notice in writing by either Party shall be directed to:

FOR THE EMPLOYER:

The Director
Employee Relation Services
(Economic & Central)
Board of Management
P.O. Box 6000
Fredericton, N.B.
E3B 5H1

FOR THE UNION:

The President
Canadian Union of Public Employees
Local 1190
97 St. Marys Street
Fredericton, N.B.
E3A 2R7

26.02 The Employer shall provide the Union with notice of change of status for employees within ten (10) working days of authorization of such change when employees are hired, laid off, recalled from layoff, retired, terminated for any reason or recalled from inactive status.

ARTICLE 27 - COPIES OF THE AGREEMENT:

27.01 The Parties shall have printed by a unionized firm sufficient copies of this Agreement that each employee in the Bargaining Unit may have a copy within a reasonable time after the execution of this Agreement.

27.02 This Agreement shall be printed in both English and French and shall be official in both languages.

27.03 The cost of printing the Agreement is to be borne by the Parties equally.

ARTICLE 28 - PROBATIONARY EMPLOYEES:

28.01 The provisions of this Agreement shall apply to newly hired probationary employees save and except:

- Article 9 - discipline
- Article 11 - layoff and recall
- Article 14 - grievance procedure
- Article 15 - adjudication



ARTICLE 29 - WAGES:

29.01 (a) Wages for employees shall be as set out in Schedule "A" hereto.

(b) Notwithstanding (a) above newly hired employees shall be paid at 80% of the pay rate for the applicable classification during their six month probationary period. This 80% rate shall not apply to any periods of probation extended beyond six months pursuant to Article 1.10. The 80% rate shall not apply to any newly hired employee who immediately prior to hiring was covered by the terms of the Letter of Intent.

29.02 Employees in the classification of Mechanic I who are in possession of a truck and transport license and who are assigned responsibility to conduct and sign vehicle safety inspections shall be paid an additional 11 cents per hour above the rate of pay for the classification shown in Schedule A when so assigned.

29.03 The Employer shall make every reasonable effort to continue the present pay day now in effect for the life of this agreement.

ARTICLE 30 - TRAVEL REGULATIONS AND MEAL AND BOARD ALLOWANCES:

30.01 The Employer agrees that the existing Travel Regulations presently applicable to each employee in the Bargaining Unit shall continue in force as changed by B. M. Minute from time to time.

30.02 The provisions of the Travel Regulations shall not be unreasonably applied.

ARTICLE 31 - NO DISCRIMINATION:

31.01. The Employer and the Union agree that there shall be no discrimination in any relationship with employees by reason of race, creed, colour, national origin, political or religious affiliation, sex or marital status, sexual orientation, nor by reason of membership or activity in the Union.

ARTICLE 32 - PROMOTION, DEMOTION AND TRANSFER:

32.01 For the purpose of this Agreement, the appointment of an employee to a different position constitutes:

(a) a promotion, where the maximum rate of pay for the new position exceeds the maximum rate of pay for the previous position;

(b) a demotion, where the maximum rate of pay for the new position is less than the maximum rate of pay for the previous position; or

(c) a transfer, where the appointment does not constitute a promotion or demotion.

32.02 In cases of promotion, demotion or where a seasonal employee applies for a regular position or is involved in a transfer to a regular position at the same level of classification, and where the requisite qualifications and ability of the applicants is deemed to be relatively equal, the employee with the greatest seniority within the district, region or institution within a department shall be entitled to preference.

32.03 Promoted, transferred, or demoted employees other than employees demoted for disciplinary reasons shall be placed on trial for a period of three (3) months. Conditional on satisfactory performance, the employee shall be considered permanent after

the three (3) month trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position without loss of seniority. Any other employee displaced because of this action shall also be adjusted accordingly.

32.04 Where there is a competition to fill a vacancy or an anticipated vacancy in the Bargaining Unit and where possible, the Employer shall have notices of such competition posted in the buildings out of which the employees work. Notice shall be posted until the competition closing date, or for ten (10) working days, whichever is greater.

32.05 The notice referred to in Article 32.04 shall contain the following information:

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

32.06 (a) When an employee has become incapacitated by a handicap, an illness, advancing years or a permanent disability and is unable to perform his regular duties, such employee may request, in writing, a change in duties. The Employer will make every reasonable effort to place the employee in a job consistent with his ability. However, no other employee shall be displaced, except a probationary employee with less seniority, from his position in order to effect this change in duties.

(b) Such employee shall be paid a rate not less than his present rate until the rate in the lower classification is not less than the rate which the employee was earning in his previous classification.

ARTICLE 33 - TEMPORARY ASSIGNMENT:

33.01 An employee who is temporarily transferred from his regular job for four (4) consecutive hours or more shall be paid the standard hourly rate of the job to which he has been transferred, provided such rate is not less than that of his regular job and provided further the employee assumes full responsibility of the job under normal supervision. But there is this exception. Utility Operators shall be paid at the higher rate immediately on temporary transfer. If the rate of the job to which he is temporarily transferred, but not as a result of a layoff or normal reduction of the work force,

is less than the rate of his regular job he shall be paid the rate of his **regular job during the period of such temporary transfer.** When such an employee is temporarily transferred, where a five (5) step or less pay range is involved, the employee shall move into the salary step of the higher paid classification on the basis that his rate of pay will be increased by at least five per cent (5%) or to the minimum of the higher paid classification, whichever is greater provided it does not exceed the maximum rate of pay for the higher classification.

33.02 A temporary promotion lapses automatically when the place into which it is made would otherwise be overmanned.

33.03 Where a temporary assignment is to be for a period of time greater than two (2) months, the Employer shall have notices of such temporary assignment posted in accordance with the provisions of Article 32.04 and 32.05. This Article is not intended to apply to recurring seasonal situations.

33.04 In cases of a temporary assignment posted in accordance with Article 33.03, where the requisite qualifications and ability of the applicants is deemed to be relatively equal, the employee with the greatest seniority within a work unit, institution or department shall be entitled to preference.

33.05 The Parties may by mutual agreement waive the provisions of Articles 33.03 and 33.04.

ARTICLE 34 - CLASSIFICATIONS:

34.01 Where a new classification not covered by this Agreement is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union, but all other terms of the Agreement shall apply. In the event no agreement can be reached between the Employer and the Union, wage rates only may be submitted to adjudication. In the intervening time pending the result of adjudication the Employer shall set an interim wage rate for such new classification. The new rate shall become retroactive to the time the position was first filled by an employee.

34.02 The Employer shall notify the Union in advance of any change in the job specifications for classifications covered by this Agreement which alter the duties or responsibilities of employees.

34.03 Where an employee is reclassified to a lower classification for reasons other than disciplinary action, or at the employee's written request, he shall be paid a rate not less than his present rate until the rate paid in the lower classification is not less than the rate which the employee was earning in his previous classification.

ARTICLE 35 - PAST PRACTICES:

35.01 It is the intention of the Employer to continue all existing benefits and provisions not covered by this Agreement for the welfare of employees insofar as is practicable, but the Employer reserves the right to change, modify, or withdraw such benefits when, in its judgment, such action becomes necessary; provided that whenever requested by the Union, the Employer agrees to meet with the Union for the purposes of discussing such change.

ARTICLE 36 - EMPLOYEE BENEFITS:

36.01 The Employer shall pay ~~seventy-five per cent (75%)~~ of the cost of premiums of Blue Cross TD 129 Plan or any equivalent Plan that may be introduced by the Employer for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

36.02 The Employer shall pay fifty per cent (50%) of the cost of a basic Blue Cross Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The plan will be implemented as soon as possible following the signing of the collective agreement. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

36.03 Long Term Disability -The Employer accepts to administer an L.T.D. plan once advised that such a plan has been accepted by the membership. The Employer's role would be limited to the check off of premiums authorized by employees and the forwarding of the collected sums to the address designated by the Union.

ARTICLE 37 - METRIC CONVERSION:

37.01 It is agreed that such metric tools as the Employer requires to be used by existing employees shall be supplied by the Employer and that such tools shall remain the property of the Employer. This clause is intended to cover the changeover period to the metric system. It is intended that this Article shall be renegotiated in the next collective agreement.

ARTICLE 38 - UNIFORMS:

38.01 Where the Employer requires the employee to wear a uniform in the course of his duties, the Employer will supply the uniform at no cost to the employees.

ARTICLE 39 - SAFETY COMMUNICATIONS:

39.01 Where operational requirements permit, the Employer will provide adequate communication facilities on equipment.

ARTICLE 40 - JOB SECURITY:

40.01 (a) The Union recognizes the right of the Employer to contract out work.

(b) No employee as of August 21, 1990 will suffer a reduction of hours of work or be laid off or placed on inactive status as a result of the Employer contracting out its work or services. This Article shall remain in effect for the life of this Agreement.

(c) The Employer will be deemed to have satisfied the requirements of Article 40.01 (b) if the employees affected are offered other suitable employment in a district, region or an institution within a department in the province including a present incumbent only position. Regardless of that position's classification, the employee will not suffer a reduction in pay.

ARTICLE 41 - PART-TIME EMPLOYEE PROVISIONS:

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

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

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

41.02 Notwithstanding Article 16, where a holiday falls on a part-time employee's scheduled work day, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled nor is the part-time employee otherwise compensated.

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

ARTICLE 42-- TECHNOLOGICAL CHANGE:

42.01 In this Article "Technological change" means the introduction of equipment or material different in nature and kind than that previously used by the employer or a change in the utilization of existing equipment or material which results directly in a change of work methods, organization operations or processes affecting one or more employees.

42.02 Implementation of technological change shall be consistent with the provision of this collective agreement.

42.03 Where the Employer intends to introduce technological change:

(a) The Employer agrees to notify the Union as far as possible in advance of his intention and to update the information provided as new developments arise and modifications are made;

(b) The foregoing notwithstanding, the Employer shall provide _____ at one hundred and twenty (120) days before the introduction of technological change, a description of the project and foreseeable effects on employees.

42.04 The notice referred to in Article 42.03 shall be given in writing and shall contain the following:

(a) the nature of the technological change;

(b) the date on which the Employer proposes to effect the change;

(c) the approximate number, classification and location of employees affected.

42.05 At the request of the Union, the Employer agrees to meet with the Union prior to the implementation date specified in the notice referred to in Article 42.03 to discuss the introduction of such technological change and the effect upon employees.

42.06 (a) In the event the Employer implements technological change that results in the displacement of employees the Employer shall make every reasonable effort to find suitable alternate employment for the employees so affected.

(b) Employees unable to find suitable alternate employment shall be given preference in filling vacancies for which they have the requisite qualifications subject to the provision of Article 10.05 (b) and (e).

(c) Where a vacancy exists and an employee referred to in Article 42.06 (b) does not possess the requisite qualification, where appropriate the employer shall make every reasonable effort to provide training to meet the vacancy requirements for a period subject to the provisions of Article 10.05 (b) and (e).

(d) If as a result of a change of technology the Employer requires the employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee. Time spent on such training shall be considered hours of work.

(e) If an employee's position is rendered redundant as a result of technological change, the provisions of Article 11 (Lay Off, Inactive Status and Recall) shall apply.

ARTICLE 43 - DURATION:

43.01 This contract covers the whole employment relationship and it shall be in effect from the date of signing of this Agreement until March 31, 1992.

43.02 This Agreement shall be automatically renewed after March 31, 1992 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 calendar days and not more than sixty calendar days prior to the expiration of this Agreement or any renewal thereof or unless a deadlock is declared by the Public Service Labour Relations Board.

43.03 The only items in this Collective Agreement which are subject to retroactive adjustment are the wage rates which shall be paid at straight time for all regular hours worked and at the adjusted overtime rate for all overtime hours worked and Article 16.04 (iii).

IN WITNESS WHEREOF, the Parties have signed this Contract at Fredericton, New Brunswick on August 21st, 1990.

ON BEHALF OF BOARD
OF MANAGEMENT:

GERALD H. CLAVETTE

SHELDON LEE

BRIAN NUSSEY

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES:

JACQUES M. SIROIS

GORDON BLACK

CLIFFORD HAY

INFORMATION APPENDAGE I
GRIEVANCE LEVELS

DEPARTMENTS	LEVELS
TRANSPORTATION	Step 1 - Transportation District Engineer
District Engineer's	Step 2 - Executive Director of Operations
Plan of Organization	Step 3 - Deputy Minister
All Others	Step 1 - Director of Branch Step 2 - Executive Director of Engineering Services/ Executive Director Operations Step 3 - Deputy Minister
EDUCATION	Step 1 - Branch Director Step 2 - Assistant Deputy Minister Step 3 - Deputy Minister
SUPPLY & SERVICES	Step 1 - Director Step 2 - Executive Director of Division Step 3 - Deputy Minister
NATURAL RESOURCES	
Support Services Branch	Step 1 - Manager of Technical Services Step 2 - Executive Director of Support Services Step 3 - Deputy Minister
Timber Management Branch (Nursery Kingsclear)	Step 1 - Nursery Manager Step 2 - Director of Timber Management Step 3 - Deputy Minister
Provincial Fire Centre (Dunphy Airstrip)	Step 1 - Air Operations Supervisor Step 2 - Director, Timber Management Step 3 - Deputy Minister
Fish and Wildlife Branch	Step 1 - Chief Fisheries Biologist Step 2 - Director, Fish and Wildlife Branch Step 3 - Deputy Minister
Regional Operations (Districts)	Step 1 - Operation Ranger Step 2 - Regional Resource Manager Step 3 - Deputy Minister
Regional Operations (Nurseries)	Step 1 - Nursery Manager Step 2 - Regional Resource Manager Step 3 - Deputy Minister

Regional Operations (Headquarters)	Step 1 - Staff Ranger Step 2 - Regional Resource Manager Step 3 - Deputy Minister
DEPARTMENT OF JUSTICE	
Correctional Services	Step 1 - Superintendent Step 2 - Director of Correctional Services Step 3 - Deputy Minister
NEW BRUNSWICK COMMUNITY COLLEGE	
	Step 1 - Principal of College Step 2 - Assistant Deputy Minister Step 3 - Deputy Minister
DEPARTMENT OF INCOME ASSISTANCE	
	Step 1 - Administrator of Institute Step 2 - Director of Residential and Rehabilitative Services Step 3 - Deputy Minister
DEPARTMENT OF AGRICULTURE	
	Step 1 - Branch Director Step 2 - Assistant Deputy Minister Step 3 - Deputy Minister
DEPARTMENT OF HEALTH AND COMMUNITY SERVICES	
Centre Hospitalier Restigouche Inc./ Restigouche Hospital Center Inc.	Step 1 - Chief of Hospital Maintenance Operations Step 2 - Director of Corporate Services Step 3 - Executive Director
Centracare Saint John Inc.	Step 1 - Hospital Purchasing Agent/ Chief Hospital Maintenance Operations/Nursing Admin. Co ordinator Step 2 - Assistant Executive Director Finance & Administration Step 3 - Executive Director
Miramichi Rehabilitation Center	Step 1 - Step 2 - Step 3 -
NEW BRUNSWICK HOUSING CORP.	
	Step 1 - Regional Manager Step 2 - Director of Technical Services Step 3 - Deputy Minister
DEPARTMENT OF FISHERIES	
	Step 1 - Branch Director Step 2 - Senior Management Level 1 Step 3 - Deputy Minister

DEPARTMENT OF MUNICIPAL AFFAIRS

Emergency Measures Organization Step 1 - Deputy Director of E.M.O.
Step 2 - Director of E.M.O.
Step 3 - Deputy Minister

Water Systems Operators Step 1 - Systems Engineer
Step 2 - Senior Systems Engineer
Step 3 - Deputy Minister

DEPARTMENT OF COMMERCE AND TECHNOLOGY Step 1 - Industrial Relations Officer
Step 2 - Director of Administration
Step 3 - Deputy Minister

ALCOHOLISM AND DRUG DEPENDENCY COMMISSION Step 1 - Centre Director
Step 2 - Director of Treatment & Rehabilitation
Step 3 - Chairman

DEPARTMENT OF TOURISM, RECREATION AND HERITAGE

Regional Libraries Step 1 - Regional Librarian
Step 2 - N/A
Step 3 - Regional Library Board

Districts Step 1 - District Manager
Step 2 - Director of Administration
Step 3 - Deputy Minister

Kings Landing Step 1 - General Manager
Step 2 - N/A
Step 3 - Chairman, Kings Landing Board

New Brunswick Museum Step 1 - Director
Step 2 - N/A
Step 3 - Chairman of Board

Remainder of Department Step 1 - Director of Branch
Step 2 - Director of Administration
Step 3 - Deputy Minister

JORDAN MEMORIAL HOME Step 1 - Director of Support Services
Step 2 - N/A
Step 3 - Chief Executive Officer

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Letter of Understanding

In view of the proposals made by the Union and the Employer, with regard to allocation of certain classifications within the wage groups, and the inability of the parties to agree at this time to adjustments to classification allocations within these groups, the parties agree to undertake a joint classification allocation review during the life of the next collective agreement in accordance with the following terms of reference.

1. The parties recognize that the review is with regard only to allocation of certain classifications within existing wage group's and will not entail position classification except as noted in paragraph 5 (f).
2. Adjustments to classification allocations within wage groups recommended by the review group shall be implemented only upon agreement between the parties. The Union acknowledges that the Employer considers any adjustments to be part of a total wage settlement.
3. The parties recognize that classifications may be allocated to groups at a higher or lower level than they are currently. It is understood that employees whose classification is allocated to a lower level shall remain at their salary level on date of implementation until such time that the new salary level for their classification exceeds their salary level on date of implementation. (Red circled).
4. The review shall address pay relationships between classifications within the bargaining unit only. It is agreed by the parties that, unless otherwise specifically agreed between them, the classification specifications in effect in the recently expired collective agreement (September 30, 1989) shall be the basis for this review.
5. The review shall be structured as follows:
 - (a) A review committee consisting of not more than two representatives from either party shall be established within 30 days of the signing of the collective agreement.
 - (b) The review committee may by mutual agreement call upon additional resources to address specific issues.
 - (c) Statements or comments made by the review committee members shall be without prejudice.
 - (d) Recommendations of the review committee shall not be binding on either party.
 - (e) There shall be no general survey of employees within the bargaining unit.

(f) Recommendations related to classification descriptions shall be made to the Compensation Policy Branch of the Board of Management. 6. Notwithstanding the foregoing, the parties agree that the following interim adjustments to allocation of classifications within the existing wage groups shall be made effective upon entry into a renewal agreement and in accordance with its terms:

Ferry Worker I I	from 7 to 8 (12 months after date of signing from 8 to 9)
Mate	from 5 to 8
Upholsterer	from 5 to 6
Painter	from 5 to 6
Co-Ordinator Mail Services	from 4 to 6
Regional Maintenance Supervisor	from 17 to 18
Automotive Shop Superintendent	from 18 to 19

In addition, the parties agree to the implementation on entering into the renewal agreement of the revised classification specifications for Sign Maker, Sign Maker Supervisor and Line Worker (Draft 08/89).

FOR THE UNION:

FOR THE EMPLOYER:

Original signed by
Clifford Hay

Original signed by
Brian Nussey

Witnessed by Tom Kuttner, Conciliation Officer

Date: January 13, 1990

Date: January 13, 1990

Letter of Intent

The parties recognize that certain operations in the Department of Tourism, Recreation and Heritage operate on a continuous seven day basis. In such operations the normal work week will consist of any five consecutive days of eight consecutive hours each, exclusive of meal periods. However, the parties may, by mutual agreement, accept other hours of work.

FOR THE EMPLOYER

Brian Nussey

Date August 21, 1990

FOR THE UNION

J. M. Sirois

Date August 21, 1990

Letter of Intent

Employees required for snow removal under the direction of the Department of Transportation will be temporarily assigned to the higher classification for a period determined by the Employer of at least three (3) consecutive months during the snow removal season, and shall be paid at the rate established for the higher classification for such period. An employee required for snow removal outside of this period shall not be entitled to be paid at the rate established for the higher classification even if temporarily assigned to that classification.

FOR THE EMPLOYER

Brian Nussey

Date August 21, 1990

FOR THE UNION

J. M. Sirois

Date August 21, 1990

Letter of Intent

**RE: Articles 1.06 and 24.05, Abrasive Materials and
Protective Clothing**

Further to the agreement reached by the parties with respect to the above noted articles, please be advised that the Department of Transportation will, effective on the date of signing of the General Labour and Trades Collective Agreement revise its departmental guidelines governing the above noted matter to include the issuance of leather gloves by the Department where formed concrete is required to be handled by members of the Bargaining Unit employed in the department.

It is understood that this change in departmental guidelines is without prejudice to the rights of the parties under the Agreement.

FOR THE EMPLOYER
Brian Nussey
Date August 21, 1990

FOR THE UNION
J. M. Sirois
Date August 21, 1990

C.U.P.E. 1190 CLARIFICATION ITEMS

1. Art. 1.06 & Art. 24.05

Abrasive materials - Protective clothing

SUGGESTIONS:

<u>TYPE OF JOB</u>	<u>TYPE OF PROTECTIVE CLOTHING OR GLOVES TO BE ISSUED BY D.O.T.</u>
a) Welder	Leather apron & welder's gloves
b) Sandblaster	Leather gloves & coveralls
c) Spray painter	Leather gloves & coveralls
d) Asphalt Dis- tributor or Colas spray	Plastic gloves & coveralls
e) Soils testing	Leather gloves & coveralls on particularly messy jobs at discretion of supervisor.
f) Creosote lumber handler	Plastic gloves
g) Carbo-mastic paint	Plastic gloves & coveralls

Workmen are expected to provide their own leather gloves and coveralls while performing routine daily tasks, such as handling lumber, material in steel drums, assorted hardware, signs, ordinary paint, etc.

N.B. When the above mentioned protective clothing or gloves are issued it will be the immediate supervisor's responsibility to insure that they remain at the employees' place of work i.e. Maintenance Depot, Government Garage, etc. when not being used.

Letter of Intent

"DUAL PURPOSE UNITS" - PLOW TRUCKS WITH SANDERS

DURING REGULAR

WORKING HOURS - If unit is required for **plowing** the wing man will accompany the operator. For salting and sanding there will be one man (i.e. the operator only) unless extra men are available and do not have other work to perform.

OVERTIME HOURS - If unit is required for **plowing** the wing man will accompany the operator. For salting and sanding one man (i.e. the operator only) will be called in and will also operate loader.- In either of the above cases if the wing on the unit presents a safety problem for the operator's visibility, the wing will be removed from the unit for salting and sanding operations and one man will operate the unit. In the event of a severe ice storm and at the discretion of the Highway Supervisor a second employee may be assigned to the unit.

For the Union:

J. M. Sirois

Date: August 21, 1990

For the Employer:

Brian Nussey

Date: August 21, 1990

SCHEDULE "A"

Hourly Rates

Classification	Effective Oct. 1/89	Effective Oct. 1/90	Effective Apr. 1/91	Effective Oct. 1/91
GROUP 1				
Labourer	10.82	11.04	11.30	11.64
GROUP 2				
Artisan I				
Construction Worker I				
Forest Warden I	11.21	11.43	11.69	12.04
Utility Worker				
Vehicle Operator				
Security Officer I				
GROUP 3				
Utility Operator	11.36	11.59	11.85	12.21
GROUP 4				
Automotive Service Worker				
Hair Stylist				
Bookmobile Driver I				
Bridgeworker I				
Construction Worker II				
Equipment Operator I	11.51	11.74	12.00	12.36
Ferryworker I				
Highway Striping Worker				
Stores Clerk				
Traffic Counter Operator				
GROUP 5				
Bookmobile Driver II				
Equipment Operator II	11.92	12.16	12.42	12.79
Forest Warden II				
GROUP 6				
Coordinator of Mail Services				
Grounds Supervisor				
Painter				
Park Maintenance Supervisor I	12.12	12.36	12.62	13.00
security Officer II				
Upholsterer				
GROUP 1				
Artisan II				
Equipment Operator III				
Maintenance Repairworker I	12.23	12.47	12.73	13.11
Powderworker				
Sign Maker I				
Storekeeper I				

SCHEDULE "A" (cont'd)
Hourly Rates

Classification	Effective Oct. 1/89	Effective Oct. 1/90	Effective Apr. 1/91	Effective Oct. 1/91
GROUP 8				
Automotive Body Repairworker				
Bridgeworker II				
Carpenter	12.53	12.78	13.04	13.43
Ferryworker II				
Marine Engineer				
Mate				
Stationary Engineer I				
Welder I				
GROUP 9				
Construction Worker III				
Farm Supervisor				
*Ferryworker II				
Highway Signs Supervisor	12.75	13.01	13.27	13.67
Highway Striping Supervisor				
Park Maintenance Supervisor II				
GROUP 10				
Artisan III				
Cabinet Maker				
Farm Specialist				
Maintenance Repairworker II				
Marine Captain I				
Mechanic I	13.38	13.65	13.91	14.33
Motion Picture Projectionist				
Radio Technician I				
Storekeeper II				
Welder II				
GROUP 11				
Electrician				
Lineworker				
Mason				
Plumber	13.85	14.13	14.39	14.82
Stationary Engineer II				
Welder III				
Automotive Electrician				
Water Systems Operator				
GROUP 12				
Bridge Supervisor				
Building Maintenance Supervisor I	13.96	14.24	14.50	14.94
Sign Maker Supervisor				
Mechanic II				

SCHEDULE "A" (cont'd)
Hourly Rates

Classification	Effective Oct. 1/89	Effective Oct. 1/90	Effective Apr. 1/91	Effective Oct. 1/91
GROUP 13				
Machinist				
Marine Captain II	14.24	14.52	14.78	15.22
Maintenance Repairworker III operator Instructor				
GROUP 14				
Park Main. Super. III				
Mechanic III				
Chief Stationary Engineer I	14.45	14.74	15.00	15.45
Water Systems Supervisor				
Radio Technician II				
Industrial Park Services Supervisor				
GROUP 15				
Chief Stationary Engineer II				
Radio Technician III				
Building Maintenance Supervisor II	14.96	15.26	15.52	15.99
Building Maintenance Inspector I				
Highway Signing Superintendent				
Highway Striping Coordinator				
Landscaping and Grounds Maintenance Superintendent				
GROUP 16				
Chief Stationary Engineer III	15.40	15.71	15.97	16.45
GROUP 17				
Automotive Equipment Inspector				
Building Main. Inspector II				
Golf Course Superintendent	15.51	15.82	16.08	16.56
Radio Technician IV				
School Building Construction Super.				
GROUP 18				
Communications Supervisor				
Bridge Construction Super.				
Plant Superintendent	16.55	16.88	17.14	17.65
Transportation Maim. Super. I				
Regional Maintenance Supervisor				
GROUP 19				
Automotive Shop Superintendent				
Transportation Maint. Supt. II	17.46	17.81	18.07	18.61

*Effective 12 months after signing

APPRENTICESHIP SCHEDULE

MECHANIC I
MOTOR VEHICLE REPAIR TRADE (MECHANICAL)

	Group	Oct. 1/89	Oct. 1/90	Apr. 1/91	Oct. 1/91
Indentured Apprentice	4	11.51	11.74	12.00	12.36
Division I (1 year)	5	11.92	12.16	12.42	12.79
Division II (2 years)	7	12.23	12.47	12.73	13.11
Division III (3 years)	8	12.53	12.78	13.04	13.43
Division IV (4 years)	10	13.38	13.64	13.90	14.32

APPRENTICESHIP SCHEDULE

MECHANIC II
HEAVY DUTY REPAIR TRADE

	Group	Oct. 1/89	Oct. 1/90	Apr. 1/91	Oct. 1/91
Indentured Apprentice	5	11.92	12.16	12.42	12.79
Division I (1 year)	7	12.23	12.47	12.73	13.11
Division II (2 years)	8	12.53	12.78	13.04	13.43
Division III (3 years)	10	13.38	13.64	13.90	14.32
Division IV (4 years)	12	13.96	14.24	14.50	14.94

NOTE: Progression from one division to another is contingent on **satisfactory** progress and completion of a division as determined by examination provided under the **Industrial** Training and Certification Act of the New Brunswick **Department of Labour**.

Employees in the categories of Indentured Apprentice and Division I, II or **III** of the Mechanic II schedule above who are in possession of a truck and transport license shall be **paid 1.1 cents** per hour more than the above rate for those categories.