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No. OF EMPLOYEES	860		
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COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK PUBLIC EMPLOYEES ASSOCIATION

**GROUP: ENGINEERING & FIELD
TECHNICAL INSPECTION, LABORATORY AND MEDICAL
GENERAL LABOUR AND TRADES (SUPERVISORY)**

EXPIRES : November 30, 2001

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TABLE OF CONTENTS

ARTICLE	PAGE NO.
PREAMBLE	1
ARTICLE 1 - DEFINITIONS.....	1
ARTICLE 2 - APPLICATION OF AGREEMENT.....	2
ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT.....	3
ARTICLE 4 - RECOGNITION.....	3
ARTICLE 5 - PROVINCIAL SECURITY.....	3
ARTICLE 6 - MANAGEMENT RIGHTS.....	3
ARTICLE 7 - ASSOCIATION SECURITY.....	3
ARTICLE 8 - COMMUNICATIONS.....	4
ARTICLE 9 - NO DISCRIMINATION.....	4
ARTICLE 10 - STRIKES AND LOCKOUTS.....	5
ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE.....	5
ARTICLE 12 - GRIEVANCE PROCEDURE.....	5
ARTICLE 13 - ADJUDICATION.....	7
ARTICLE 14 - DISCIPLINE.....	7
ARTICLE 15 - SENIORITY.....	8
ARTICLE 16 - COMPETITIONS AND APPOINTMENTS.....	9
ARTICLE 17 - LAYOFF AND RECALL.....	10
ARTICLE 18 - HOURS OF WORK.....	11
ARTICLE 19 - OVERTIME.....	12
ARTICLE 20 - PREMIUM PAY.....	13
ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES.....	14
ARTICLE 22 - STATUTORY HOLIDAYS.....	18
ARTICLE 23 - VACATIONS.....	19
ARTICLE 24 - SICK LEAVE.....	20
ARTICLE 25 - MATERNITY LEAVE.....	21
ARTICLE 26 - BEREAVEMENT LEAVE.....	24
ARTICLE 27 - COURT LEAVE.....	25
ARTICLE 28 - EDUCATIONAL LEAVE.....	25
ARTICLE 29 - LEAVE FOR ASSOCIATION BUSINESS.....	27
ARTICLE 30 - OTHER LEAVES OF ABSENCE.....	29
ARTICLE 31 - HEALTH AND SAFETY.....	29
ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS.....	30
ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS.....	31
ARTICLE 34 - PORTABILITY.....	32
ARTICLE 35 - TECHNOLOGICAL CHANGE.....	32
ARTICLE 36 - MERGER AND AMALGAMATION.....	32
ARTICLE 37 - DURATION AND TERMINATION.....	33
ARTICLE 38 - RETROACTIVITY.....	33
SCHEDULE A.....	35
SCHEDULE A-1.....	43
SCHEDULE B.....	61
SCHEDULE C.....	62
LETTER OF INTENT.....	64
MEMORANDUM OF AGREEMENT.....	66

N.B.P.E.A.

Engineering and Field/Technical Inspection/Laboratory and Medical/General Labour and Trades (Supervisory)

"MASTER AGREEMENT"

THIS AGREEMENT made this 30th day of July, 1998.

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

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

PREAMBLE

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

NOW, **THEREFORE**, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

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

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

1.03 "Bargaining Units" or "Units" shall mean : the group of employees covered by New Brunswick Certification Order Numbers 013 PS 2c Engineering and Field, 026 PS 2e Technical Inspection, 018 PS 5C1 General Labour and Trades (Supervisory) and 016 PS 2a Laboratory and Medical

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

(a) 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 the employee has been so employed for a continuous period of six months or more.

1.05 "Casual or Temporary Basis" shall mean employment which has an anticipated duration period of less than six months. Persons employed under these terms are not appointed to positions under the plan of establishment, are not considered employees, and are not covered by the terms of this agreement until they have met the requirements of employee under the Public Service Labour Relations Act.

1.06 "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. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on "Inactive Status" during the period in which the employee's services are not required. While on "Inactive Status" a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days notice of the date of termination of the employee's seasonal **work** period.

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

1.08 Employees may be subdivided into the following categories:

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

1.09 Probationary Period

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

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

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

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

1.12 Spouse shall mean a husband or wife. It shall also mean an individual who has been residing with the individual for not less than one (1) year, and has been publicly represented as the spouses partner.

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

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

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

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

1.17 **"Pay Increment"** - One step in the pay range.

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.

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

ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Association as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 013 PS 2c, 026 PS 2e, 018 PS 5C1 and 016 PS 2a applies.

ARTICLE 5 - PROVINCIAL SECURITY

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

ARTICLE 6 - MANAGEMENT RIGHTS

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

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

ARTICLE 7 - ASSOCIATION SECURITY

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

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

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

7.04 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Association prior to the fifteenth (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.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Association must advise the Employer in writing 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. The parties agree that **no more than** one change in dues will be processed during any calendar year.

7.06 The sums deducted under this Article shall be accepted by the 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.

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

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

ARTICLE 8 - COMMUNICATIONS

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

TO THE EMPLOYER:

Director of Labour Relations Services
Department of Finance
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE ASSOCIATION:

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

8.02 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.

8.03 Copies of Agreement

(a) The Employer shall have printed a sufficient number of bilingual copies of this Collective Agreement as soon as practicably possible so that each employee in the bargaining units may have a copy within a reasonable time after the execution of this agreement.

(b) The Employer shall supply **any** new employee with a copy of this agreement **as** soon as possible after the employee has commenced the employee's employment.

(c) It is understood that 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 9 - NO DISCRIMINATION

9.01 No discrimination - The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to the Union, the employees, the Employer and its Agents.

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

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

11.01 Within thirty days of the signing of this Agreement there shall be constituted a joint committee **known as the** Employer-Employee Relations Committee. The Committee shall be comprised of one representative of the Association and no more than **four** (4) Bargaining Unit representatives, and one representative of the Board of Management and no more than **four** (4) other Employer representatives.

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

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

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

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

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

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Employer and the Association recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the employee's Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

12.02 Where an employee feels himself/herself to be aggrieved by the interpretation or application in respect of the employee of a provision of a statute, or a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this

Agreement by the Employer, or, **as** a result of any occurrence or matter affecting the employee's terms and conditions of employment in respect of which no administrative procedure for redress is provided in or under an Act of the Legislative Assembly of New Brunswick, and, where the employee has written consent of the Association respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

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

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

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

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

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

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

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

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

ARTICLE 13 - ADJUDICATION

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

(a) the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, or

(b) disciplinary action resulting in discharge, suspension, or a financial penalty,

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

(a) its approval of the reference of the grievance to adjudication; and

(b) its willingness to represent the employee in the adjudication proceedings.

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

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

ARTICLE 14 - DISCIPLINE

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

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

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

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

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

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

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

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

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

14.09 For the purposes of this Article 14, there shall be only one official personnel file. the location of which the employee shall be advised. Upon a reasonable request made during normal working hours. an employee shall be given, in the presence of a representative of the employer and if requested, while accompanied by a representative of the Association, an opportunity to read all documents relating to the assessment of his or her conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

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

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

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

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

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

ARTICLE 15 - SENIORITY

15.01 (a) When an employee has completed his probationary period, his seniority shall date back to his commencement date within the Bargaining Unit. (General Labour & Trades and Technical Inspection)

(b) When an employee has completed his probationary period, his seniority shall date back to his commencement date within Part I of the Public Service. (Engineering & Field and Laboratory & Medical)

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

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

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

15.04 An employee who:

- (a) is on approved leave of absence without pay which exceeds one-half (1/2) the number of working days in any month;
- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage;
- (d) as a seasonal employee is on inactive status; or
- (e) is laid off,

shall not accumulate seniority during such period.

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

ARTICLE 16 - COMPETITIONS AND APPOINTMENTS

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

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

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

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

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

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

16.06 (a) All vacant positions classified as Assessor IV, Appraiser IV and Appraiser V in the unit, which the employer has decided to fill, shall be filled by competition. Such competition shall be in-service, and where qualifications, skill and ability are relatively equal, employees in the bargaining unit shall be given preference. Where it can be demonstrated that no qualified in-service applicants exist such competition may be opened to the public. **(Technical Inspection only)**

(b) Before posting of a competition for a vacancy at the basic level, the Employer shall where operational requirements permit, give preference to a present employee to transfer laterally to the vacancy, provided: **(Technical Inspection only)**

(i) the transfer is within the same classification and the same department or agency; and **(Technical Inspection only)**

(ii) the employee has on record with his Employer a statement in writing indicating his desire to transfer to the specific location of the vacancy; and **(Technical Inspection only)**

(iii) the cost of the transfer shall be borne by the employee at no cost to the Employer. **(Technical Inspection only)**

(iv) Where more than one present employee within the unit applies to transfer to a vacant position, then that position shall be awarded on the basis of merit. **(Technical Inspection only)**

ARTICLE 17 - LAYOFF AND RECALL:

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

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

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

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

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

17.06 Subject to Section 63(2) of the Public Service Labour Relations Act, employees shall be recalled in the reverse order they were laid off. Recall shall be subject to the employee having the qualifications, skills and ability to perform the duties of the position. Employees laid off shall be given preference to job opportunities, prior to hiring of new persons, in other classifications if they are qualified, have the skills and ability to perform the work available.

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

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

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

(c) In addition to the protections and rights under 17.07 (a) and (b) above, reverse seniority shall apply to lay offs. For the purposes of lay off and bumping rights, seniority shall be computed on the basis of length of service within the bargaining unit and in the case of equal seniority within the department, corporation or agency. Bumping rights shall be limited to bumping within the employee's department corporation or agency and within the same classification series. That is, employees with less seniority shall be laid off before employees with greater seniority in that classification or a higher classification by department, corporation or agency provided the employee with greater seniority is willing to move to the lower classification and is qualified to do the job.

(d) Notwithstanding 17.07 (c) hereof, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

17.08 Seasonal Inactive Status and Recall

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

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

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

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

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

For the purpose of this article, department seniority shall apply and the unit of operation shall be the Branch or District.

ARTICLE 18 - HOURS OF WORK

18.01 The purpose of this Article is to provide a basis for computing pay under the provisions of this Agreement and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week. **(Engineering & Field only).**

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

18.03 Notwithstanding clause 18.01 above, the normal hours of work for General labour and Trades (Supervisory) Unit shall be forty (40) per week from 8:00 a.m. to 5:00 p.m. , Monday through Friday inclusive with one hour off each day for lunch.

18.04 Where operational requirements permit, even, effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-Quarter(36 1/4) or forty (40) hour work week. Problems arising from flexible work schedules shall be addressed in the forum of Employer-Employee Relations Committee meetings.

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

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

18.07 Notwithstanding Clause 18.06, individuals in some classifications may be expected to work irregular hours. (Technical Inspection only)

18.08 (a) Where an employee, by reason of seasonal construction or flood control requirements, is required by the Employer to work during such seasonal construction or flood control periods, the normal hours of work per week for such an employee consist of forty (40) hours, exclusive of lunch periods and such employee shall be paid for all time so worked at a straight time hourly rate equivalent to the hourly rate applicable to the employee when working a thirty-six and one-quarter (36 1/4) hour week.

Technicians working on a construction project that extends beyond the season in which it commenced shall be considered on seasonal construction during the life of the project for purposes of this Article. Technicians working on design will be considered on seasonal construction when so designated. Technicians working on soil drill crews are not to be considered on seasonal construction at any time. (Engineering and Field only)

(b) An employee assigned to work a forty (40) hour work week as per (a) above will be paid according to Schedule A-1 for the periods when so assigned. Changes in pay under the terms of this Article do not constitute promotions or demotions. (Engineering and Field only)

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

18.10 Employees shall be entitled to two (2) ten-minute rest periods for each shift worked. (Engineering & Field, General Labour & Trades (Supervisory), Technical Inspection only)

ARTICLE 19 - OVERTIME

19.01 Overtime shall be:

(a) except for those employees covered by clause 18.03 and 18.04, all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;

(b) in respect of those employees covered by clause 18.03 and 18.04 all authorized time worked in excess of eight (8) hours in any 24 hour period;

(c) all authorized time worked on an employee's day off,

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

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

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

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

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

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

(b) **General Labour and Trades (Supervisory) only:**

(i) At the employee's request, banked overtime may be withdrawn each quarter - March 31st; June 30th, September 30th and December 31st.

(ii) Notwithstanding (b) (i) above, as of March 31st of each year, all accumulated banked overtime for the previous calendar year - January 1st to December 31st (less any requested compensatory time-off) shall be paid out at the rate it **was** earned.

(iii) Special or unusual circumstances for compensation of banked overtime shall be accommodated where mutually agreed upon.

19.05 A Highway Supervisor who has accumulated forty (40) hours **work** in one week will not be replaced in the performance of the employee's duties by an employee of another classification for the purpose of the employer avoiding payment for overtime services.

19.06 Article 19 does not apply to Engineering Technician V, District Maintenance Manager and Senior Technical Advisor.

ARTICLE 20 - PREMIUM PAY

20.01 Callback

(a) An employee eligible for overtime who is called into **work** after the employee **has** completed the employee's scheduled work period and left the employee's place of **work** shall be guaranteed a minimum of three hours pay at the overtime rate for such callback. **(Engineering and Field only)**

(b) This Article does not apply to: **regularly** scheduled overtime, overtime which is continuous to the employee's scheduled work period, or to duties of an employee required to be performed from time to time in excess and outside of the employee's scheduled work period but not normally subject to specific callback by the Employer. **(Engineering and Field only)**

20.02 Stand-by

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

(b) **An** employee required to serve on authorized stand-by duty will be compensated at the rate of \$1.25 per hour for each hour on stand-by. (Laboratory and Medical only)

20.03 Where an employee:

(a) is on stand-by and is called in to work, or

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

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

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

20.04 An employee who is called into work under 20.03 (a) or (b) shall be paid a transportation allowance of actual taxi fare to a maximum of \$5.00 each way between the employee's residence and place of work. An employee using a privately owned vehicle may also claim this allowance based on the equivalent of actual taxi fare between the employee's residence and place of work, not to exceed \$5.00 each way. (Laboratory **and** Medical only)

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

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

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

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

21.03 In the event that the Employer and the Association are unable to agree on the pay rate for such classification, (per Article 21.02 above) the dispute shall be submitted to binding arbitration by either Party. Within five (5) days of notice to the other Party of such an intent the Parties shall name side members to the Arbitration Board who shall in turn within ten (10) days of that five (5) day period name a Chairman. If the side members are unable to agree upon a Chairman then the Chairman of the Public Service Labour Relations Board shall be asked to appoint a Chairman.

21.04 The Association recognizes the Employer's exclusive right to assign duties and classify the positions of employees. An appeal by an employee concerning the classification assigned to the employee's position shall be subject to the Classification Appeal Process and related procedures as amended from time to time.

21.05 Anniversary Dates:

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

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

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

21.06 Merit Increases:

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

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

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

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

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

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

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

21.07 Rate of Pay on Promotion, Demotion, Transfer

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

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

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

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

maximum of the new classification or retained at his/her current rate of pay. (Engineering and Field and Laboratory and Medical only)

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

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

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

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

21.08 Acting Pay

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

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

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

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

21.09 Re-earnable Increments

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

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

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

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

21.10 Travel Regulations

(a) Except as otherwise provided by Article 21.11 the Travel and Removal Regulations as approved by Board of Management other than Appendix A and B which shall be as amended from time to time, shall apply. The current application of these regulations to members of the bargaining unit shall continue for the life of this collective agreement. **(Engineering and Field only)**

(b) The Travel Policies as amended by the Board of Management from time to time shall apply. **(Technical Inspection, General Labour and Trades (Supervisory) and Laboratory and Medical only)**

21.11 (a) Where members of the bargaining unit are required by the employer to live in premises supplied by the employer and providing such premises are adequately equipped for such purposes employees shall receive an allowance of \$135.00 per month. **(Engineering and Field only)**

(b) Where members of the bargaining unit are required by the Employer to obtain outside board and lodging in one location for continuous periods in excess of twelve (12) working days the employer shall compensate the employee at the choice of the employee: **(Engineering and Field only)**

(i) room and board allowance of \$500.00 per month paid directly to the employee, or
(Engineering and Field only)

(ii) actual cost for lodging plus meal allowance as per the Travel Policy. **(Engineering and Field only)**

(c) Where members of the Bargaining Unit are required by the Employer to obtain meals outside the Province (e.g., N.S., P.E.I.) the rate shall be as per the Travel Regulations. **(Engineering and Field only)**

(d) Where board is being paid direct to a landlord/landlady and operational requirements necessitate the purchase of a meal(s), the Employer may reimburse the employee the cost of the meal(s) at the prevailing rate. **(Engineering and Field only)**

21.12 Dues

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

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

(c) In the application of 21.12 (b) above when, in the opinion of the Employer, an employee fails to continue approved courses or other educational programs sponsored by such Societies or Organizations or fails to participate actively in other programs sponsored by such Societies and Organizations, the Employer may, after notice to the employee, discontinue payment of dues, fees and/or subscriptions. Such discontinuance may be made the subject of grievance and referable to adjudication. **(Technical Inspection only)**

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

21.13 Telephone Calls

When an employee is required to place a long distance telephone call for the purpose of carrying out the employee's duties for the Employer, the employee shall be reimbursed the cost of the long distance call. **(General Labour and Trades (Supervisory) only)**

21.14 An employee who has successfully completed a Technical Training Program approved by the employer may be recommended by the employer for promotion from a Highway Supervisor I to a Highway Supervisor II. (General Labour and Trades (Supervisory) only)

ARTICLE 22 - STATUTORY HOLIDAYS

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

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;
- (d) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour day;
- (h) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
- (k) Boxing Day;
- (l) any other day duly observed as a Provincial or National Holiday.

(b) Employees shall have the following days off without loss of pay, for Christmas Day and Boxing Day:

- (i) when Christmas Day is Monday - the 25th and 26th of December;
- (ii) when Christmas Day is a Tuesday - the 24th, 25th, and 26th of December;
- (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 21st, 25th and 26th of December; or
- (iv) when Christmas Day is a Friday, a Saturday, or a Sunday, the 24th through to the 27th of December, inclusive.

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

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

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

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

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

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

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

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

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

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

ARTICLE 23 - VACATIONS

23.01 The vacation leave credit:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 24 - SICK LEAVE

24.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter (1-1/4) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (210) days.

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

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

24.04 Where a continuous period of absence from work on leave of absence without pay, seasonal inactive period, or suspension from duty exceeds one-half (1/2) the number of working days in any month. no sick leave credits shall accumulate for that month. but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

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

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

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

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

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

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

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

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

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

24.12 An employee, who becomes hospitalized or confined to bed rest on doctor's orders while on annual vacation, may use sick leave credits rather than lose a portion of the employee's vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer is to be notified at time of illness.

ARTICLE 25 - MATERNITY LEAVE

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

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

25.03 Duration of Leave

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

25.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

25.05 Supplementary Unemployment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

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

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

b) payments equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

25.07 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, shift premium, overtime, or any other form of supplementary compensation.

25.08 An applicant under Clause 25.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

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

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

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

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

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

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

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

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

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

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

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

25.18 Parental Leave

(a) an employee who is a natural or adoptive parent shall be granted upon request in writing parental leave without pay for a period of up to twelve (12) weeks.

(b) such leave shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

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

If the natural father intends to take parental leave, he shall give a minimum of six weeks written notice to the Emulover of the commencement date and duration of the leave.

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

(i) If both parents are employees, the twelve week parental leave may be taken by one parent or shared by the two parents providing the combined leave period does not exceed 12 weeks.

(d) an employee returning to work from parental leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to departure on parental leave.

(e) the total number of weeks an employee is eligible for parental leave may be shortened or lengthened by mutual agreement between the employer and the employee.

(f) During the period of parental leave of up to twelve (12) weeks only specified in clause 25.18 (a) thereto:

- (i) an employee continues to earn seniority and continuous service credits;
- (ii) where the employee participates in group insurance plans of the Employer, the employee and the employer shall continue their contributions to premiums as required by and subject to the terms of such plans. (Technical Inspection only)
- (iii) when an employee participates in group insurance plans of the Employer, such employee may, if permissible under relevant plan, continue contributions, including that of the Employer, to such group insurance plans. (Engineering and Field, Laboratory and Medical and General Labour and Trades Supervisory only)
- (iv) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is on parental leave for more than one half the number of working days in that month.

(g) An employee granted extended parental leave pursuant to Clause 25.18.(e) above may where permissible, under the relevant group insurance plans, continue contributions including those of the employer during such extended leave.

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

ARTICLE 26 - BEREAVEMENT LEAVE

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

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

(b) Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's daughter-in-law or son-in-law. Additional bereavement leave may be granted under Article 26.04. (Technical Inspection and Laboratory and Medical only)

26.03 (a) An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse, aunt, uncle, niece or nephew, without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral. (Technical Inspection and Laboratory and Medical only)

(b) Upon application an employee shall be granted three (3) consecutive working days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's aunt, uncle, niece or nephew. (Engineering and Field and General Labour and Trades Supervisory only)

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

26.05 Pallbearer Leave

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

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

ARTICLE 27 - COURT LEAVE:

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

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

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

27.03 Paid court leave shall **not** be granted,

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

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

ARTICLE 28 - EDUCATIONAL LEAVE

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

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

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

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

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

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

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

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

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

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

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

28.01.08(1) Short Term Educational Leave may be granted for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period of 30 working days or less.

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

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

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

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

28.01.10(1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

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

- (a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Books.

(d) Other agreed expenses directly related to the proposed course or training.

28.01.11(1) **An** employee may be granted Special Educational Leave when selected by Government to attend Ecole Nationale D'administration, Ecole National D'administration Publique, National Defense College or a similar institution.

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

(a) Tuition, where the claim is supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the course of training.

28.02 Subject to the Educational Leave Provisions prescribed in Article 28.01, the parties agree that:

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

28.03 It is recognized by the Parties that Second Language Instruction is of benefit to both the Employer and the employee. Where an employee requests leave for the above and such request is approved by the Employer or where an employee is required by the Employer to take Second Language Training the employee shall:

(a) be granted leave without loss of his/her regular pay and;

(b) be reimbursed for tuition and reasonable travel expenses.

ARTICLE 29 - LEAVE FOR ASSOCIATION BUSINESS

29.01 Meetings During the Grievance Process

(a) Time off for Liaison Officers

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

(b) Employee presenting a Grievance

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

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

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

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

29.02 Contract Negotiations Meetings

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

29.03 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.

29.04 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.

29.05 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.

29.06 Liaison Officer's 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 the Association to undertake training related to the duties of a Liaison Officer.

29.07 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, 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 30 - OTHER LEAVES OF ABSENCE

30.01 Examination Leave

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

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

30.02 Conference Assignment

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

30.03 Leave for Other Reasons

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

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

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

ARTICLE 31 - HEALTH AND SAFETY

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

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

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

31.03 (a) An employee required to wear safety shoes or safety boots shall be reimbursed by the employer, effective date of signing, \$80 Providing proof of purchase is produced by the employee for a pair of CSA approved safety boots or shoes. This benefit is not cumulative and an employee is limited to one claim per fiscal year.

(b) The Employer agrees to reimburse each employee on the basis of uniforms **and** laboratory coats purchased up to \$110.00 per employee per fiscal year, provided that the uniform purchased is in keeping with professional appearance and the employee submits acceptable proof of purchase to the Employer. The Employer will launder uniforms and laboratory coats. **(Laboratory and Medical only)**

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

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

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

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

ARTICLE 32 - EMPLOYEE BENEFITS PROGRAMS

32.01 Blue Cross

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD129 Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(b) The Employer shall pay fifty percent (50%) of the cost of 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. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

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

32.02 Injured on Duty

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

An employee receiving compensation benefits under the Worker's Compensation Act for injury on the job shall receive the difference between the employee's regular pay and the benefit that is paid by the Workplace, Health, Safety and Compensation Commission during the employee's period of total temporary disability.

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

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

32.03 Group Life Insurance

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

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

32.04 Retirement Allowance

(a) When an employee having continuous service 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 beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay.

(b) An employee who "retires" is one who retires at age fifty-five (55) (or later) due to disability and is granted a pension under the *Public Service Superannuation Act*.

(c) Where an employee dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, their beneficiary, or estate as the case may be.

(d) Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date the employee was laid off, to the employee, the employee's beneficiary, or estate as the case may be. This is provided the employee has not been re-hired in the Public Service during the twelve (12) month period.

(e) At the written request of an employee, payment of retirement allowance may be held over to the taxation year following the year in which the retirement allowance would normally be paid.

32.05 Retirement

The normal retirement age shall be sixty-five (65). An employee's employment shall be extended beyond the age of sixty-five (65) provided that:

(a) the employee requests such extension in writing a minimum of three (3) months prior to reaching the normal retirement age, and

(b) there shall be no interruption and/or discontinuation of service, and

(c) such employee is capable of performing his assigned duties.

32.06 Liability Protection

Employees shall be covered by the Employers Personal Liability Protection Policy as stated in Board of Management Minute 91.0059 and as amended from time to time.

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

ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS

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

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

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

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

33.03 Notwithstanding Article 21.05, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

33.05 Part-time employees may participate, on a voluntary basis, in the pension plan for Part-time employees with equal contributions from employer and employee up to 4.5%.

ARTICLE 34 - PORTABILITY

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

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

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

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

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

ARTICLE 35 - TECHNOLOGICAL CHANGE

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

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

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

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

ARTICLE 36 - MERGER AND AMALGAMATION

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

36.02 Discussion will commence between the parties within ten (10) days of such notice. The employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the bargaining unit. Any employee affected by such take over shall be offered alternate employment, if available with their



present employer or another institution, agency or department covered by this agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this agreement.

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

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

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

ARTICLE 37 - DURATION AND TERMINATION

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning November 1, 1996 (Engineering & Field); April 1, 1997 (General Labour and Trades (Supervisory)); May 1, 1997 (Laboratory and Medical) and June 1, 1997 (Technical Inspection), and ending November 30, 2001 and shall be automatically renewed thereafter for successive periods of Twelve (12) months unless either Party requests the negotiations of a new Agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or renewal thereof.

37.02 Where a notice requesting negotiation of a new agreement has been given, this Agreement shall remain in full force until such time as an agreement has been signed in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the Public Service Labour Relations Act.

ARTICLE 38 - RETROACTIVITY

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

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

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

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

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

IN **WITNESS** WHEREOF, the parties have signed this 30th day of July, 1998.

FOR THE ASSOCIATION:

Aime Marie Watt
Joseph L. Harris
Renee Paschowsky
Arund Bonham
David H. Khan

FOR THE EMPLOYER:

Greg Bynne
Edmund P. Schubert
Sheldon Lee
[Signature]
Kevin Sheehan

**SCHEDULE A
LABORATORY AND MEDICAL
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1997**

	A	B	C	D	E	F
Laboratory Technologist I	1056	1112	1168	1229	1287	1351
Laboratory Technologist II	1280	1342	1408	1481	1553	
Laboratory Technologist III	1466	1541	1623	1701	1785	
X-Ray Technician I	1003	1050	1104	1160	1220	
X-Ray Technician II	1280	1342	1408	1481	1553	

**SCHEDULE A
LABORATORY AND MEDICAL
BIWEEKLY RATES OF PAY
EFFECTIVE DECEMBER 1, 1997**

	A	B	C	D	E	F
Laboratory Technologist I	1061	1118	1174	1235	1293	1358
Laboratory Technologist II	1286	1349	1415	1488	1561	
Laboratory Technologist III	1473	1549	1631	1710	1794	
X-Ray Technician I	1008	1055	1110	1166	1226	
X-Ray Technician II	1286	1349	1415	1488	1561	

**SCHEDULE A
LABORATORY AND MEDICAL
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1998**

	A	B	C	D	E	F
Laboratory Technologist I	1072	1129	1186	1247	1306	1372
Laboratory Technologist II	1299	1362	1429	1503	1577	
Laboratory Technologist III	1488	1564	1647	1727	1812	
X-Ray Technician I	1018	1066	1121	1178	1238	
X-Ray Technician II	1299	1362	1429	1503	1577	

**SCHEDULE A
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1997.**

	A	B	C	D	E
Engineering Technician I	868	911	955	1003	1052
Engineering Technician II	971	1018	1071	1123	1181
Engineering Technician III	1095	1148	1208	1267	1331
Engineering Technician IV	1208	1267	1331	1396	1467
Engineering Technician V	1388	1455	1530	1605	1688
Technical Projects Manager	1597	1675	1760	1846	1940
Planning Technician I	1095	1148	1208	1267	1331
Planning Technician II	1225	1289	1349	1420	1491
Inspector I	814	857	899	943	992
Inspector II	909	952	1000	1050	1104
Inspector III	1016	1068	1120	1179	1235
Abstractor	1138	1194	1253	1315	1383
Audio Visual Producer I	965	1013	1066	1117	1175
Audio Visual Producer II	1077	1133	1188	1249	1312
Cartographic Technician Trainee	648	683	715	752	789
Cartographic Technician I	797	836	878	923	970
Cartographic Technician II	941	990	1039	1093	1146
Cartographic Technician III	1026	1077	1132	1188	1248
Cartographic Technician IV	1138	1195	1255	1316	1384
Cartographic Technician V	1190	1251	1313	1378	1446
Commercial Artist I	820	863	903	949	996
Commercial Artist II	1017	1068	1120	1178	1235
Commercial Artist III	1270	1333	1400	1469	1542
Photographer I	917	964	1012	1065	1116
Photographer II	1026	1077	1132	1188	1248
Photography Supervisor	1116	1174	1229	1291	1356
Photographic Technician I	826	869	913	958	1007
Photographic Technician II	867	908	954	1000	1050
Regional Environmental Enforcement Supervisor	1328	1392	1465	1536	1613
Senior Technical Advisor	1528	1602	1683	1766	1856
District Maintenance Manager	1528	1602	1683	1766	1856

SCHEDULE A
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE DECEMBER 1, 1997

	A	B	C	D	E
Engineering Technician I	872	916	960	1008	1057
Engineering Technician II	976	1023	1076	1129	1187
Engineering Technician III	1100	1154	1214	1273	1338
Engineering Technician IV	1214	1273	1338	1403	1474
Engineering Technician V	1395	1462	1538	1613	1696
Technical Projects Manager	1605	1683	1769	1855	1950
Planning Technician I	1100	1154	1214	1273	1338
Planning Technician II	1231	1295	1356	1427	1498
Inspector I	818	861	903	948	997
Inspector II	914	957	1005	1055	1110
Inspector III	1021	1073	1126	1185	1241
Abstractor	1144	1200	1259	1322	1390
Audio Visual Producer I	970	1018	1071	1123	1181
Audio Visual Producer II	1082	1139	1194	1255	1319
Cartographic Technician Trainee	651	686	719	756	793
Cartographic Technician I	801	840	882	928	975
Cartographic Technician II	946	995	1044	1098	1152
Cartographic Technician III	1031	1082	1138	1194	1254
cartographic Technician IV	1144	1201	1261	1323	1391
Cartographic Technician V	1196	1257	1320	1385	1453
Commercial Artist I	824	867	908	954	1001
Commercial Artist II	1022	1073	1126	1184	1241
Commercial Artist III	1276	1340	1407	1476	1550
Photographer I	922	969	1017	1070	1122
Photographer II	1031	1082	1138	1194	1254
Photography Supervisor	1122	1180	1235	297	363
Photographic Technician I	830	873	918	963	012
Photographic Technician II	871	913	959	005	055
Regional Environmental Enforcement Supervisor	1335	1399	1472	544	621
Senior Technical Advisor	1536	1610	1691	1775	1865
District Maintenance Manager	1536	1610	1691	1775	1865

**SCHEDULE A
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1998.**

	A	B	C	D	E
Engineering Technician I	881	925	970	1018	1068
Engineering Technician II	986	1033	1087	1140	1199
Engineering Technician III	1111	1166	1226	1286	1351
Engineering Technician IV	1226	1286	1351	1417	1489
Engineering Technician V	1409	1477	1553	1629	1713
Technical Projects Manager	1621	1700	1787	1874	1970
Planning Technician I	1111	1166	1226	1286	1351
Planning Technician II	1243	1308	1370	1441	1513
Inspector I	826	870	912	957	1007
Inspector II	923	967	1015	1066	1121
Inspector III	1031	1084	1137	1197	1253
Abstractor	1155	1212	1272	1335	1404
Audio Visual Producer I	980	1028	1082	1134	1193
Audio Visual Producer II	1093	1150	1206	1268	1332
Cartographic Technician Trainee	658	693	726	764	801
Cartographic Technician I	809	848	891	937	985
Cartographic Technician II	955	1005	1054	1109	1164
Cartographic Technician III	1041	1093	1149	1206	1267
Cartographic Technician IV	1155	1213	1274	1336	1405
Cartographic Technician V	1208	1270	1333	1399	1468
Commercial Artist I	832	876	917	964	1011
Commercial Artist II	1032	1084	1137	1196	1253
Commercial Artist III	1289	1353	1421	1491	1566
Photographer I	931	979	1027	1081	1133
Photographer II	1041	1093	1149	1206	1267
Photography Supervisor	1133	1192	1247	1310	1377
Photographic Technician I	838	882	927	973	1022
Photographic Technician II	880	922	969	1015	1066
Regional Environmental Enforcement Supervisor	1348	1413	1487	1559	1637
Senior Technical Advisor	1551	1626	1708	1793	1884
District Maintenance Manager	1551	1626	1708	1793	1884

**SCHEDULE A
TECHNICAL INSPECTION
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1,1997'**

	A	B	C	D	E	F
Appraiser I	910	954				
Appraiser II	1056	1110	1165	1220	1282	
Appraiser III	1268	329	395	466	1541	
Appraiser IV	1392	462	536	612	1693	
Appraiser V	1539	615	694	780	1865	
Assessor I	910	954				
Assessor II	1056	110	165	220	1282	
Assessor III	1268	329	395	1466	1541	
Assessor IV	1392	462	536	1612	1693	
Claims Investigator	1143	200	257	1324	1389	
Fish Inspector I	909	954	003	1052	1106	
Fish Inspector II	1088	142	200	1257	1325	
Fish Inspection Supervisor	1434	498	567	1639	1719	
NBHC Housing Inspector	1308	366	434	1498	1567	1639**
Property Management Agent	1519	1595	1676	1758	1847	
Public Health Technician	909	954	1003	1052	1106	1142*
Public Health Inspector	1341	1410	1480	1554	1633	
Public Health Inspection Specialist	1434	1498	1567	1639	1719	
Technical Services Inspector I	1308	1366	1434	1498	1567	1639**
Technical Services Inspector II	1434	1498	1567	1639	1719	1796**
Technical Services Inspector III	1498	1567	1639	1719	1796	1883**
Technical Services Inspector IV	1567	1639	1719	1796	1883	

**SCHEDULE A
TECHNICAL INSPECTION
BIWEEKLY RATES OF PAY
EFFECTIVE DECEMBER 1, 1997**

	A	B	C	D	E	F
Appraiser I	915	959				
Appraiser II	1061	1116	1171	1226	1288	
Appraiser III	1274	1336	1402	1473	1549	
Appraiser IV	1399	1469	1544	1620	1701	
Appraiser V	1547	1623	1702	1789	1874	
Assessor I	915	959				
Assessor II	1061	1116	1171	1226	1288	
Assessor III	1274	1336	1402	1473	1549	
Assessor IV	1399	1469	1544	1620	1701	
Claims Investigator	1149	1206	1263	1331	1396	
Fish Inspector I	914	959	1008	1057	1112	
Fish Inspector II	1093	1148	1206	1263	1332	
Fish Inspection Supervisor	1441	1505	1575	1647	1728	
NBHC Housing Inspector	1315	1373	1441	1505	1575	1647**
Property Management Agent	1527	1603	1684	1767	1856	
Public Health Technician	914	959	1008	1057	1112	1148*
Public Health Inspector	1348	1417	1487	1562	1641	
Public Health Inspection Specialist	1441	1505	1575	1647	1728	
Technical Services Inspector I	1315	1373	1441	1505	1575	1647**
Technical Services Inspector II	1441	1505	1575	1647	1728	1805**
Technical Services Inspector III	1505	1575	1647	1728	1805	1892
Technical Services Inspector IV	1575	1647	1728	1805	1892	

**SCHEDULE A
TECHNICAL INSPECTION
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1998**

	A	B	C	D	E	F
Appraiser I	924	969				
Appraiser II	1072	1127	1183	1238	1301	
Appraiser III	1287	1349	1416	1488	1564	
Appraiser IV	1413	1484	1559	1636	1718	
<u>Appraiser V</u>	1562	1639	1719	1807	1893	
Assessor I	924	969				
Assessor II	1072	1127	1183	1238	1301	
Assessor III	1287	1349	1416	1488	1564	
Assessor IV	1413	1484	1559	1636	1718	
Claims Investigator	1160	1218	1276	1344	1410	
Fish Inspector I	923	969	1018	1068	1123	
Fish Inspector II	1104	1159	1218	1276	1345	
Fish Inspection Supervisor	1455	1520	1591	1663	1745	
NBHC Housing Inspector	1328	1387	1455	1520	1591	1663**
Property Management Agent	1542	1619	1701	1785	1875	
Public Health Technician	923	969	1018	1068	1123	1159*
Public Health Inspector	1361	1431	1502	1578	1657	
Public Health Inspection Specialist	1455	1520	1591	1663	1745	
Technical Services Inspector I	1328	1387	1455	1520	1591	1663**
Technical Services Inspector II	1455	1520	1591	1663	1745	1823**
Technical Services Inspector III	1520	1591	1663	1745	1823	1911
Technical Services Inspector IV	1591	1663	1745	1823	1911	

**SCHEDULE A
GENERAL LABOUR AND TRADES (SUPERVISORY)
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1997**

	A	B	C	D	E
Highway Supervisor I	1077	1130	1190	1247	1310
Highway Supervisor II	1213	1274	1338	1405	1476

**SCHEDULE A
GENERAL LABOUR AND TRADES (SUPERVISORY)
BIWEEKLY RATES OF PAY
EFFECTIVE DECEMBER 1, 1997**

	A	B	C	D	E
Highway Supervisor I	1082	1136	1196	1253	1317
Highway Supervisor II	1219	1280	1345	1412	1483

**SCHEDULE A
GENERAL LABOUR AND TRADES (SUPERVISORY)
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1998**

	A	B	C	D	E
Highway Supervisor I	1093	1147	1208	1266	1330
Highway Supervisor II	1231	1293	1358	1426	1498

**SCHEDULE A-1
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1997**

40 HOURS/WEEK

	A	B	C	D	E
Engineering Technician I	958	1005	1054	1107	1161
Engineering Technician II	1071	1123	1182	1239	1303
Engineering Technician III	1208	1267	1333	1398	1469
Engineering Technician IV	1333	1398	1469	1540	1619
Engineering Technician V	1532	1606	1688	1771	1863
Technical Projects Manager	1762	1848	1942	2037	2141
Planning Technician I	1208	1267	1333	1398	1469
Planning Technician II	1352	1422	1489	1567	1645
Inspector I	898	946	992	1041	1095
inspector II	1003	1050	1103	1159	1218
Inspector III	1121	1178	1236	1301	1363
Senior Technical Advisor	1686	1768	1857	1949	2048
District Maintenance Manager	1686	1768	1857	1949	2048

**SCHEDULE A-1
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE DECEMBER 1, 1997**

40 HOURS/WEEK

	A	B	C	D	E
Engineering Technician I	962	1011	1059	1112	1166
Engineering Technician II	1077	1129	1187	1246	1310
Engineering Technician III	1214	1273	1340	1405	1476
Engineering Technician IV	1340	1405	1476	1548	1626
Engineering Technician V	1539	1613	1697	1780	1871
Technical Projects Manager	1771	1857	1952	2047	2152
Planning Technician I	1214	1273	1340	1405	1476
Planning Technician II	1358	1429	1496	1575	1653
Inspector I	903	950	996	1046	1100
Inspector II	1009	1056	1109	1164	1225
Inspector III	1127	1184	1242	1308	1369
Senior Technical Advisor	1695	1777	1866	1959	2058
District Maintenance Manager	1695	1777	1866	1959	2058

**SCHEDULE A-1
ENGINEERING AND FIELD
BIWEEKLY RATES OF PAY
EFFECTIVE JUNE 1, 1998.**

40 HOURS/WEEK

	A	B	C	D	E
Engineering Technician I	972	1021	1070	1123	1178
Engineering Technician II	1088	1140	1199	1258	1323
Engineering Technician III	1226	1287	1353	1419	1491
Engineering Technician IV	1353	1419	1491	1564	1643
Engineering Technician V	1555	1630	1714	1798	1890
Technical Projects Manager	1789	1876	1972	2068	2174
Planning Technician I	1226	1287	1353	1419	1491
Planning Technician II	1372	1443	1512	1590	1670
Inspector I	911	960	1006	1056	1111
Inspector II	1018	1067	1120	1176	1237
Inspector III	1138	1196	1255	1321	1383
Senior Technical Advisor	1711	1794	1885	1978	2079
District Maintenance Manager	1711	1794	1885	1978	2079

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
IMPLEMENTATION ON DATE OF SIGNING

	Min																		Control Point Max		Disc Max											
Group 1	1 838	2 860	3 870	4 881	5 891	6 902	7 914	8 925	9 936	10 947	11 958	12 970	13 982	14 994	15 1006	16 1018	17 1030	18 1042	19 1054	20 1068	21 1082	22 1095	23 1108	24 1122								
Croup 2	1 926	2 937	3 948	4 960	5 971	6 983	7 995	8 1007	9 1019	10 1031	11 1043	12 1055	13 1069	14 1083	15 1096	16 1109	17 1123	18 1136	19 1149	20 1164	21 1178	22 1193	23 1207	24 1221								
Group 3	1 1008	2 1020	3 1032	4 1044	5 1056	6 1070	7 1084	8 1097	9 1110	10 1124	11 1137	12 1150	13 1165	14 1180	15 1194	16 1208	17 1222	18 1236	19 1251	20 1267	21 1283	22 1298	23 1313	24 1329								
Group 4	1 1095	2 1108	3 1122	4 1135	5 1148	6 1163	7 1177	8 1192	9 1206	10 1220	11 1234	12 1249	13 1265	14 1280	15 1296	16 1311	17 1328	18 1344	19 1360	20 1377	21 1394	22 1410	23 1427	24 1444								
Croup 5	1 1204	2 1218	3 1232	4 1247	5 1263	6 1278	7 1294	8 1309	9 1326	10 1342	11 1358	12 1375	13 1392	14 1408	15 1425	16 1442	17 1459	18 1477	19 1496	20 1514	21 1533	22 1551	23 1570	24 1588								
Group 6	1 1324	2 1340	3 1356	4 1373	5 1390	6 1406	7 1423	8 1440	9 1457	10 1475	11 1493	12 1511	13 1530	14 1548	15 1567	16 1586	17 1606	18 1625	19 1644	20 1663	21 1683	22 1704	23 1724	24 1745								
Group 7	1 1449	2 1467	3 1484	4 1503	5 1521	6 1540	7 1558	8 1577	9 1597	10 1616	11 1635	12 1654	13 1675	14 1696	15 1716	16 1737	17 1758	18 1780	19 1802	20 1823	21 1844	22 1866	23 1889	* 24 1912	25 1935	26 1958	27 1982	28 2006				
Group 8	1 1579	2 1599	3 1618	4 1637	5 1656	6 1677	7 1698	8 1718	9 1739	10 1760	11 1782	12 1804	13 1825	14 1847	15 1870	16 1892	17 1915	18 1939	19 1962	20 1986	21 2010	22 2034	23 2058	24 2083								
Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I			Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II			Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II			Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II			Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II			Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Sew Inspector I			Group 7 Engineering Technician V Appraiser IV Assessor IV Public Hlth Inspector														
Photographic Technician II Engineering Technician I Assessor I						Cartographic Technician III			Fish Inspector II Engineering Technician III Lab Technologist I Photographic Sicipervisor									Technical Sew Inspector I			Fish Inspection Super Lab Technologist III Technical Serv Inspector II Technical Serv Inspector II-F Technical Serv Inspector III											
Group 8 Property Management Agent																																
Senior Technical Advisor District Maintenance Manager Appraiser V Technical Services Inspector II'																														*Only positions classified as Technical Service Inspector III OR those classified as Tech. • Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.		

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

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 1998

Min																			Control Point Max				Disc Max					
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	838	860	870	881	891	902	914	925	936	947	958	970	982	994	1006	1018	1030	1042	1054	1068	1082	1095	1108	1122				
Group 2	1	2	3	4	5	6	7	x	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	926	937	948	960	971	983	995	1007	1019	1031	1043	1055	1069	1083	1096	1109	1123	1136	1149	1164	1178	1193	1207	1221				
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1008	1020	1032	1044	1056	1070	1084	1097	1110	1124	1137	1150	1165	1180	1194	1208	1222	1236	1251	1267	1283	1298	1313	1329				
Group 4	1	2	3	4	5	6	7	x	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1095	1108	1122	1135	1148	1163	1177	1192	1206	1220	1234	1249	1265	1280	1296	1311	1328	1344	1360	1377	1394	1410	1427	1444				
Group 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1204	1218	1232	1247	1263	1278	1294	1309	1326	1342	1358	1375	1392	1408	1425	1442	1459	1477	1496	1514	1533	1551	1570	1588				
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1324	1340	1356	1373	1390	1406	1423	1440	1457	1475	1493	1511	1530	1548	1567	1586	1606	1625	1644	1663	1683	1704	1724	1745				
Group 7	1	2	3	4	5	6	7	x	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	* 24	25	26	27	28
	1449	1467	1484	1503	1521	1540	1558	1577	1597	1616	1635	1654	1675	1696	1716	1737	1758	1780	1802	1823	1844	1866	1889	1912	1935	1958	1982	2006
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1579	1599	1618	1637	1656	1677	1698	1718	1739	1760	1782	1804	1825	1847	1870	1892	1915	1939	1962	1986	2010	2034	2058	2083				
Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I			Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II				Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II				Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II				Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II				Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I				Group 7 Engineering Technician V Appraiser IV Assessor IV Public Hlth Inspector					
Photographic Technician II Engineering Technician I Assessor I							Cartographic Technician III				Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor																	
Group 8 Property Management Agent Senior Technical Advisor District Maintenance Manager Appraiser I Technical Services Inspector II'																							*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that posses the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.					

**SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE JUNE 1, 1999**

	Min																		Control Point Max				Disc Max																
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24															
Group 1	844	866	877	888	898	909	921	932	943	954	965	977	989	1001	1014	1026	1038	1050	1062	1076	1090	1103	1116	1130															
Group 2	933	944	955	967	978	990	1002	1015	1027	1039	1051	1063	1077	1091	1104	1117	1131	1145	1158	1173	1187	1202	1216	1230															
Group 3	1016	1028	1040	1052	1064	1078	1092	1105	1118	1132	1146	1159	1174	1189	1203	1217	1231	1245	1260	1277	1293	1308	1323	1339															
Group 4	1103	1116	1130	1144	1157	1172	1186	1201	1215	1229	1243	1258	1274	1290	1306	1321	1338	1354	1370	1387	1404	1421	1438	1455															
Group 5	1213	1227	1241	1256	1272	1288	1304	1319	1336	1352	1368	1385	1402	1419	1436	1453	1470	1488	1507	1525	1544	1563	1582	1600															
Group 6	1334	1350	1366	1383	1400	1417	1434	1451	1468	1486	1504	1522	1541	1560	1579	1598	1618	1637	1656	1675	1696	1717	1737	1758															
Group 7	1460	1478	1495	1514	1532	1552	1570	1589	1609	1628	1647	1666	1688	1709	1729	1750	1771	1793	1816	1837	1858	1880	1903	* 24	25	26	27	28											
Group 8	1591	1611	1630	1649	1668	1690	1711	1731	1752	1773	1795	1818	1839	1861	1884	1906	1929	1954	1977	2001	2025	2049	2073	2099															
Group 1	Appraiser I			Group 2			Fish Inspector I			Group 3			Audio Visual Producer I			Group 4			Appraiser II			Group 5			Abstractor			Group 6			Appraiser III			Group 7			Engineering Technician V		
Cartographic Technician I				Photographer I				Engineering Technician II				Assessor II				Cartographic Technician IV				Assessor III				Appraiser IV															
Commercial Artist I				Public Health Technician				Commercial Artist II				Highway Supervisor I				Engineering Technician IV				Lab Technologist II				Assessor IV															
Photographic Technician I				Cartographic Technician II				Photographer II				Audio Visual Producer II				Highway Supervisor II				Reg Envir. Enforcement Super				Public Health Inspector															
Photographic Technician II							Cartographic Technician III							Fish Inspector II							Technical Sew Inspector I							Fish Inspection Super											
Engineering Technician I														Engineering Technician III														Lab Technologist III											
Assessor I														Lab Technologist I														Technical Sew Inspector II											
														Photographic Supervisor														Technical Sew Inspector II-F											
																												Technical Sew Inspector III											
Group 8																																							
Property Management Agent																																							
Senior Technical Advisor																																							
District Maintenance Manager																																							
Appraiser V																																							
Technical Services Inspector IV																																							
*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.																																							

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 1999

	Min																		Control Point Max				Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24		
Group 1	848	870	881	892	902	914	926	937	948	959	970	982	994	1006	1019	1031	1043	1055	1067	1081	1095	1109	1122	1136		
Group 2	938	949	960	972	983	995	1007	1020	1032	1044	1056	1068	1082	1096	1110	1123	1137	1151	1164	1179	1193	1208	1222	1236		
Group 3	1021	1033	1045	1057	1069	1083	1097	1111	1124	1138	1152	1165	1180	1195	1209	1223	1237	1251	1266	1283	1299	1315	1330	1346		
Group 4	1109	1122	1136	1150	1163	1178	1192	1207	1221	1235	1249	1264	1280	1296	1313	1328	1345	1361	1377	1394	1411	1428	1445	1462		
Group 5	1219	1233	1247	1262	1278	1294	1311	1326	1343	1359	1375	1392	1409	1426	1443	1460	1477	1495	1515	1533	1552	1571	1590	1608		
Group 6	1341	1357	1373	1390	1407	1424	1441	1458	1475	1493	1512	1530	1549	1568	1587	1606	1626	1645	1664	1683	1704	1726	1746	1767		
Group 7	1467	1485	1502	1522	1540	1560	1578	1597	1617	1636	1655	1674	1696	1718	1738	1759	1780	1802	1825	1846	1867	1889	1913	1936	* 24 25 26 27 28 2031 1960 1983 2007	
Group 8	1599	1619	1638	1657	1676	1698	1720	1740	1761	1782	1804	1827	1848	1870	1893	1916	1939	1964	1987	2011	2035	2059	2083	2109		

Group 1
Appraiser I
Cartographic Technician I
Commercial Artist I
Photographic Technician I

Group 2
Fish Inspector I
Photographer I
Public Health Technician
Cartographic Technician II

Group 3
Audio Visual Producer I
Engineering Technician II
Commercial Artist II
Photographer II

Group 4
Appraiser II
Assessor II
Highway Supervisor I
Audio Visual Producer II

Fish Inspector II
Engineering Technician III
Lab Technologist I
Photographic Supervisor

Group 5
Abstractor
Cartographic Technician IV
Engineering Technician IV
Highway Supervisor II

Group 6
Appraiser III
Assessor III
Lab Technologist II
Reg Envir. Enforcement
Super
Technical Serv Inspector I

Group 7
Engineering Technician V
Appraiser IV
Assessor IV
Public Hlth Inspector

Fish Inspection Super
Lab Technologist III
Technical Serv Inspector II
Technical Serv Inspector II-F
Technical Serv Inspector III

Group 8
Property Management Agent

Senior Technical Advisor
District Maintenance Manager
Appraiser I
Technical Services Inspector IV

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

SCHEDULE A-1
TECH GROUP PAY PLAN
EFFECTIVE JUNE 1, 2000

	Min																		Control Point Max				Disc Max					
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	in	19	20	21	22	23	24				
	856	879	890	901	911	923	935	946	957	969	980	992	1004	1016	1029	1041	1053	1066	1078	1092	1106	1120	1133	1147				
Group 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	947	958	970	982	993	1005	1017	1030	1042	1054	1067	1079	1093	1107	1121	1134	1148	1163	1176	1191	1205	1220	1234	1248				
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1031	1043	1055	1068	1080	1094	1108	1122	1135	1149	1164	1177	1192	1207	1221	1235	1249	1264	1279	1296	1312	1328	1343	1359				
Group 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1120	1133	1147	1162	1175	1190	1204	1219	1233	1247	1261	1277	1293	1309	1326	1341	1358	1375	1391	1408	1425	1442	1459	1477				
Group 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1231	1245	1259	1275	1291	1307	1324	1339	1356	1373	1389	1406	1423	1440	1457	1475	1492	1510	1530	1548	1568	1587	1606	1624				
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1354	1371	1387	1404	1421	1438	1455	1473	1490	1508	1527	1545	1564	1584	1603	1622	1642	1661	1681	1700	1721	1743	1763	1785				
Group 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	* 24	25	26	27	28
	1482	1500	1517	1537	1555	1576	1594	1613	1633	1652	1672	1691	1713	1735	1755	1777	1798	1820	1843	1864	1886	1908	1932	1955	1980	2003	2027	2051
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	in	19	20	21	22	23	24				
	1615	1635	1654	1674	1693	1715	1737	1757	1779	1800	1822	1845	1866	1889	1912	1935	1958	1984	2007	2031	2055	2080	2104	2130				

Group 1
Appraiser I
Cartographic Technician I
Commercial Artist I
Photographic Technician I

Group 2
Fish Inspector I
Photographer I
Public Health Technician
Cartographic Technician II

Group 3
Audio Visual Producer I
Engineering Technician II
Commercial Artist II
Photographer II

Group 4
Appraiser II
Assessor II
Highway Supervisor I
Audio Visual Producer II

Group 5
Abstractor
Cartographic Technician IV
Engineering Technician IV
Highway Supervisor II

Group 6
Appraiser III
Assessor III
Lab Technologist II
Reg Envir. Enforcement
Super
Technical Serv Inspector I

Group 7
Engineering Technician I'
Appraiser IV
Assessor IV.
Public Hlth Inspector

Photographic Technician II
Engineering Technician I
Assessor I

Cartographic Technician III

Fish Inspector II
Engineering Technician III
Lob Technologist I
Photographic Supervisor

**Fish Inspection Super
Lab Technologist III
Technical Sew Inspector II
Technical Sew Inspector II-F
Technical Sew Inspector III**

Group 8
Property Management Agent

**Senior Technical Advisor
District Maintenance Manager
Appraiser I
Technical Services Inspector II**

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

**SCHEDULE A-1
TECH GROUP PAY PLAN
EFFECTIVE DECEMBER 1, 2000**

Min																			Control Point Max				Disc Max					
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	860	883	894	906	916	928	940	951	962	974	985	997	1009	1021	1034	1046	1058	1071	1083	1097	1112	1126	1139	1153				
Group 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	952	963	975	987	998	1010	1022	1035	1047	1059	1072	1084	1098	1113	1127	1140	1154	1169	1182	1197	1211	1226	1240	1254				
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1036	1048	1060	1073	1085	1099	1114	1128	1141	1155	1170	1183	1198	1213	1227	1241	1255	1270	1285	1302	1319	1335	1350	1366				
Group 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1126	1139	1153	1168	1181	1196	1210	1225	1239	1253	1267	1283	1299	1316	1333	1348	1365	1382	1398	1415	1432	1449	1466	1484				
Group 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1237	1251	1265	1281	1297	1314	1331	1346	1363	1380	1396	1413	1430	1447	1464	1482	1499	1518	1538	1556	1576	1595	1614	1632				
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1361	1378	1394	1411	1428	1445	1462	1480	1497	1516	1535	1553	1572	1592	1611	1630	1650	1669	1689	1709	1730	1752	1772	1794				
Group 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	* 24	25	26	27	28
	1489	1508	1525	1545	1563	1584	1602	1621	1641	1660	1680	1699	1722	1744	1764	1786	1807	1829	1852	1873	1895	1918	1942	1965	1990	2013	2037	2061
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1623	1643	1662	1682	1701	1724	1746	1766	1788	1809	1831	1854	1875	1898	1922	1945	1968	1994	2017	2041	2065	2090	2115	2141				
<div><div><div>Group 1 Appraiser I Cartographic Technician I Commercial Artist I Photographic Technician I</div><div>Group 2 Fish Inspector I Photographer I Public Health Technician Cartographic Technician II</div><div>Group 3 Audio Visual Producer I Engineering Technician II Commercial Artist II Photographer II</div><div>Group 4 Appraiser II Assessor II Highway Supervisor I Audio Visual Producer II</div><div>Group 5 Abstractor Cartographic Technician IV Engineering Technician IV Highway Supervisor II</div><div>Group 6 Appraiser III Assessor III Lab Technologist II Reg Envir. Enforcement Super Technical Serv Inspector I</div><div>Group 7 Engineering Technician V Appraiser IV Assessor IV Public Hlth. Inspector</div></div><div>Photographic Technician II Engineering Technician I Assessor I</div><div>Cartographic Technician III Fish Inspector II Engineering Technician III Lab Technologist I Photographic Supervisor</div><div>Group 8 Property Management Agent</div><div>Senior Technical Advisor District Maintenance Manager Appraiser I Technical Services Inspector IV</div><div>*Only positions classified as Technical Service Inspector III OR those classified as Tech. - Serv Inspector II that possess the National Board of Boiler Inspector Nuclear certification, may proceed to Step 24 of the range.</div></div>																												

SCHEDULE A-1
TECH CROUP PAY PLAN
EFFECTIVE JUNE 1, 2001

	Min																		Control Point				Max					
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	869	892	903	915	925	937	949	961	972	984	995	1007	1019	1031	1044	1056	1069	1082	1094	1108	1123	1137	1150	1165				
Group 2	1	2	3	4	5	6	7	x	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	962	973	985	997	1008	1020	1032	1045	1057	1070	1083	1095	1109	1124	1138	1151	1166	1181	1194	1209	1223	1238	1252	1267				
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1046	1058	1071	1084	1096	1110	1125	1139	1152	1167	1182	1195	1210	1225	1239	1253	1268	1283	1298	1315	1332	1348	1364	1380				
Group 4	1	2	3	4	5	6	7	x	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1137	1150	1165	1180	1193	1208	1222	1237	1251	1266	1280	1296	1312	1329	1346	1361	1379	1396	1412	1429	1446	1463	1481	1499				
Group 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1249	1264	1278	1294	1310	1327	1344	1359	1377	1394	1410	1427	1444	1461	1479	1497	1514	1533	1553	1572	1592	1611	1630	1648				
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1375	1392	1408	1425	1442	1459	1477	1495	1512	1531	1550	1569	1588	1608	1627	1646	1667	1686	1706	1726	1747	1770	1790	1812				
Group 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	* 24	25	26	27	28
	1504	1523	1540	1560	1579	1600	1618	1637	1657	1677	1697	1716	1739	1761	1782	1804	1825	1847	1871	1892	1914	1937	1961	1985	2010	2033	2057	2082
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24				
	1639	1659	1679	1699	1718	1741	1763	1784	1806	1827	1849	1873	1894	1917	1941	1964	1988	2014	2037	2061	2086	2111	2136	2162				

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
Appraiser I	Fish Inspector I	Audio Visual Producer I	Appraiser II	Abstractor	Appraiser III	Engineering Technician I
Cartographic Technician I	Photographer I	Engineering Technician II	Assessor II	Cartographic Technician II	Assessor III	Appraiser IV
Commercial Artist I	Public Health Technician	Commercial Artist II	Highway Supervisor I	Engineering Technician IV	Lab Technologist II	Assessor IV
Photographic Technician I	Cartographic Technician II	Photographer II	Audio Visual Producer II	Highway Supervisor II	Reg. Envir. Enforcement Super	Public Health Inspector
Photographic Technician II		Cartographic Technician III	Fish Inspector II		Technical Serv Inspector I	Fish Inspection Super
Engineering Technician I			Engineering Technician III			Lab Technologist III
Assessor I			Lab Technologist I			Technical Serv Inspector II
			Photographic Supervisor			Technical Serv Inspector II-F
						Technical Serv Inspector III
Group 8						
Property Management Agent						
Senior Technical Advisor						
District Maintenance Manager						
Appraiser I						
Technical Services Inspector IV						

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

SCHEDULE A-1 TECHNICAL GROUP PAY PLAN ENGINEERING AND FIELD ONLY 80 HOURS BI-WEEKLY IMPLEMENTATION ON DATE OF SIGNING																																													
Min																			Control Point Max		Disc Max																								
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	in	19	20	21	22	23	24																					
	925	949	960	972	983	995	1009	1021	1033	1045	1057	1070	1084	1097	1110	1123	1137	1150	1163	1178	1194	1208	1223	1238																					
Group 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24																					
	1022	1034	1046	1059	1071	1085	1098	1111	1124	1138	1151	1164	1180	1195	1209	1224	1239	1254	1268	1284	1300	1316	1332	1347																					
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24																					
	1112	1126	1139	1152	1165	1181	1196	1210	1225	1240	1255	1269	1286	1302	1318	1333	1348	1364	1380	1398	1416	1432	1449	1466																					
Group 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	in	19	20	21	22	23	24																					
	1208	1223	1238	1252	1267	1283	1299	1315	1331	1346	1362	1378	1396	1412	1430	1447	1465	1483	1501	1519	1538	1556	1575	1593																					
Group 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24																					
	1329	1344	1359	1376	1394	1410	1428	1444	1463	1481	1498	1517	1536	1554	1572	1591	1610	1630	1651	1671	1692	1711	1732	1752																					
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24																					
	1461	1479	1496	1515	1534	1551	1570	1589	1608	1628	1647	1667	1688	1708	1729	1750	1772	1793	1814	1835	1857	1880	1902	1926																					
Group 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24																					
	1599	1619	1638	1658	1678	1699	1719	1740	1762	1783	1804	1825	1848	1871	1894	1917	1940	1964	1988	2012	2035	2059	2084	2110																					
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	in	19	20	21	22	23	24																					
	1742	1764	1785	1806	1827	1850	1874	1896	1919	1942	1966	1991	2014	2038	2063	2088	2113	2140	2165	2191	2218	2244	2271	2298																					
Group 1			Crimp2			Group3			Group 4			Group 5			Group 6			Group 7																											
Engineering Technician I						Engineering Technician II			Engineering Technician III			Engineering Technician IV						Engineering Technician V																											
Group 8																																													
Senior Technical Advisor																																													
District Maintenance Manager																																													

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 1998

Min																			Control Point Max		Disc Max			
Group 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	925	949	960	972	983	995	1009	1021	1033	1045	1057	1070	1084	1097	1110	1123	1137	1150	1163	1178	1194	1208	1223	1238
Group 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1022	1034	1046	1059	1071	1085	1098	1111	1124	1138	1151	1164	1180	1195	1209	1224	1239	1254	1268	1284	1300	1316	1332	1347
Group 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1112	1126	1139	1152	1165	1181	1196	1210	1225	1240	1255	1269	1286	1302	1318	1333	1348	1364	1380	1398	1416	1432	1449	1466
Group 4	1	2	3	4	5	6	7	X	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1208	1223	1238	1252	1267	1283	1299	1315	1331	1346	1362	1378	1396	1412	1430	1447	1465	1483	1501	1519	1538	1556	1575	1593
Group 5	1	2	3	4	5	6	7	X	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1329	1344	1359	1376	1394	1410	1428	1444	1463	1481	1498	1517	1536	1554	1572	1591	1610	1630	1651	1671	1692	1711	1732	1752
Group 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1461	1479	1496	1515	1534	1551	1570	1589	1608	1628	1647	1667	1688	1708	1729	1750	1772	1793	1814	1835	1857	1880	1902	1926
Group 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1599	1619	1638	1658	1678	1699	1719	1740	1762	1783	1804	1825	1848	1871	1894	1917	1940	1964	1988	2012	2035	2059	2084	2110
Group 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
	1742	1764	1785	1806	1827	1850	1874	1896	1919	1942	1966	1991	2014	2038	2063	2088	2113	2140	2165	2191	2218	2244	2271	2298
Group 1 Engineering Technician I			Group 2			Group 3 Engineering Technician II			Group 4 Engineering Technician III			Group 5 Engineering Technician IV			Group 6			Group 7 Engineering Technician V						
Group 8 Senior Technical Advisor District Maintenance Manager																								

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE JUNE 1, 1999

	Min																		Control Point Max	Disc Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	931	956	968	980	991	1003	1016	1028	1041	1053	1065	1078	1091	1105	1119	1132	1145	1159	1172	1187	1203	1217	1231	1247
Group 2	1030	1042	1054	1067	1079	1092	1106	1120	1133	1146	1160	1173	1188	1204	1218	1233	1248	1263	1278	1294	1310	1326	1342	1357
Group 3	1121	1134	1148	1161	1174	1190	1205	1219	1234	1249	1265	1279	1295	1312	1327	1343	1358	1374	1390	1409	1427	1443	1460	1478
Group 4	1217	1231	1247	1262	1277	1293	1309	1325	1341	1356	1372	1388	1406	1423	1441	1458	1476	1494	1512	1530	1549	1568	1587	1606
Group 5	1338	1354	1369	1386	1404	1421	1439	1455	1474	1492	1510	1528	1547	1566	1585	1603	1622	1642	1663	1683	1704	1725	1746	1766
Group 6	1472	1490	1507	1526	1545	1564	1582	1601	1620	1640	1660	1679	1700	1721	1742	1763	1785	1806	1827	1848	1871	1895	1917	1940
Group 7	1611	1631	1650	1671	1690	1713	1732	1753	1775	1796	1817	1838	1863	1886	1908	1931	1954	1978	2004	2027	2050	2074	2100	2125
Croup 8	1756	1778	1799	1820	1841	1865	1888	1910	1933	1956	1981	2006	2029	2054	2079	2103	2129	2156	2182	2208	2234	2261	2287	2316

Group 1
Engineering Technician I

Group 2

Group 3
Engineering Technicinn II

Group 4
Engineering Technician III

Group 5
Engineering Technician IV

Group 6

Group 7
Engineering Technician V

Group 8
Senior Technical Advisor
District Maintenance Manager

SCHEDULE A-1
TECHINICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE DECEMBER 1, 1999

	Min																		Control Point Max		Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	936	960	972	984	995	1009	1022	1034	1046	1058	1070	1084	1097	1110	1124	1138	1151	1164	1177	1193	1208	1224	1238	1254
Group 2	1035	1047	1059	1073	1085	1098	1111	1126	1139	1152	1165	1178	1194	1209	1225	1239	1255	1270	1284	1301	1316	1333	1348	1364
Croup 3	1127	1140	1153	1166	1180	1195	1210	1226	1240	1256	1271	1286	1302	1319	1334	1350	1365	1380	1397	1416	1433	1451	1468	1485
Group 4	1224	1238	1254	1269	1283	1300	1315	1332	1347	1363	1378	1395	1412	1430	1449	1465	1484	1502	1519	1538	1557	1576	1594	1613
Group 5	1345	1361	1376	1393	1410	1428	1447	1463	1482	1500	1517	1536	1555	1574	1592	1611	1630	1650	1672	1692	1713	1734	1754	1774
Group 6	1480	1497	1515	1534	1553	1571	1590	1609	1628	1647	1668	1688	1709	1730	1751	1772	1794	1815	1836	1857	1880	1905	1927	1950
Group 7	1619	1639	1657	1679	1699	1721	1741	1762	1784	1805	1826	1847	1871	1896	1918	1941	1964	1988	2014	2037	2060	2084	2111	2136
Group 8	1764	1786	1807	1828	1849	1874	1898	1920	1943	1966	1991	2016	2039	2063	2089	2114	2140	2167	2193	2219	2246	2272	2298	2327

Group 1
Engineering Technician I

Group 2

Croup 3
Engineering Technician II

Group 4
Engineering Technician III

Group 5
Engineering Technician IV

Group 6

Group 7
Engineering Technician V

Group 8
Senior Technical Advisor
District Maintenance Manager

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE JUNE 1, 2000

Min																			Control Point Max	Disc Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	945	970	982	994	1005	1018	1032	1044	1056	1069	1081	1095	1108	1121	1135	1149	1162	1176	1190	1205	1220	1236	1250	1266
Group 2	1045	1057	1070	1084	1096	1109	1122	1137	1150	1163	1177	1191	1206	1222	1237	1251	1267	1283	1298	1314	1330	1346	1362	1377
Group 3	1138	1151	1164	1178	1192	1207	1223	1238	1252	1268	1284	1299	1315	1332	1347	1363	1378	1395	1411	1430	1448	1465	1482	1500
Group 4	1236	1250	1266	1282	1297	1313	1329	1345	1361	1376	1391	1409	1427	1444	1463	1480	1498	1517	1535	1554	1572	1591	1610	1630
Group 5	1358	1374	1389	1407	1425	1442	1461	1478	1496	1515	1533	1551	1570	1589	1608	1628	1646	1666	1688	1708	1730	1751	1772	1792
Group 6	1494	1513	1530	1549	1568	1587	1606	1625	1644	1664	1685	1705	1726	1748	1769	1790	1812	1833	1855	1876	1899	1923	1945	1970
Group 7	1635	1655	1674	1696	1716	1739	1759	1780	1802	1823	1845	1866	1890	1914	1937	1961	1984	2008	2034	2057	2081	2105	2132	2157
Group 8	1782	1804	1825	1847	1868	1892	1917	1939	1963	1986	2010	2036	2059	2084	2110	2135	2161	2189	2215	2241	2268	2295	2322	2350

Group 1
Engineering Technician I

Group 2

Group 3
Engineering Technician II

Group 4
Engineering Technician III

Group 5
Engineering Technician IV

Group 6

Group 7
Engineering Technician V

Group 8
Senior Technical Advisor
District Maintenance Manager

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS RI-WEEKLY
EFFECTIVE DECEMBER 1, 2000

	Min																		Control Point Max	DiscMax				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	949	974	986	1000	1011	1024	1037	1049	1062	1075	1087	1100	1113	1127	1141	1154	1167	1182	1195	1210	1227	1242	1257	1272
Group 2	1050	1063	1076	1089	1101	1114	1128	1142	1155	1169	1183	1196	1212	1228	1244	1258	1273	1290	1304	1321	1336	1353	1368	1384
Group 3	1143	1156	1170	1184	1197	1213	1229	1245	1259	1274	1291	1305	1322	1338	1354	1369	1385	1401	1418	1437	1455	1473	1490	1507
Group 4	1242	1257	1272	1289	1303	1320	1335	1352	1367	1383	1398	1416	1433	1452	1471	1487	1506	1525	1543	1561	1580	1599	1618	1638
Group 5	1365	1380	1396	1414	1431	1450	1469	1485	1504	1523	1540	1559	1578	1597	1615	1635	1654	1675	1697	1717	1739	1760	1781	1801
Group 6	1502	1521	1538	1557	1576	1594	1613	1633	1652	1673	1694	1714	1735	1757	1778	1799	1821	1842	1864	1886	1909	1933	1955	1980
Group 7	1643	1664	1683	1705	1725	1748	1768	1789	1811	1832	1854	1875	1900	1924	1946	1971	1994	2018	2044	2067	2091	2116	2143	2168
group 8	1791	1813	1834	1856	1877	1902	1927	1949	1973	1996	2020	2046	2069	2094	2121	2146	2172	2200	2226	2252	2279	2306	2334	2362

<i>Group 1</i>	<i>Group 2</i>	<i>Group 3</i>	<i>Group 4</i>	<i>Group 5</i>	<i>Group 6</i>	<i>Group 7</i>
<i>Engineering Technician I</i>		<i>Engineering Technician II</i>	<i>Engineering Technician III</i>	<i>Engineering Technician IV</i>		<i>Engineering Technician V</i>
<i>Group 8</i>						
<i>Senior Technical Advisor</i>						
<i>District Maintenance Manager</i>						

SCHEDULE A-1
TECHNICAL GROUP PAY PLAN
ENGINEERING AND FIELD ONLY
80 HOURS BI-WEEKLY
EFFECTIVE JUNE 1, 2001

	Min																		Control Point Max	Disc Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Group 1	959	984	996	1010	1021	1034	1047	1060	1073	1086	1098	1111	1124	1138	1152	1165	1180	1194	1207	1223	1239	1255	1269	1286
Group 2	1062	1074	1087	1100	1112	1126	1139	1153	1166	1181	1195	1208	1224	1240	1256	1270	1287	1303	1318	1334	1350	1366	1382	1398
Group 3	1154	1167	1182	1196	1209	1225	1241	1257	1271	1288	1304	1319	1335	1352	1367	1383	1399	1416	1432	1451	1470	1487	1505	1523
Group 4	1255	1269	1286	1302	1316	1333	1348	1365	1380	1397	1412	1430	1448	1466	1485	1502	1522	1540	1558	1577	1596	1614	1634	1654
Group 5	1378	1395	1410	1428	1446	1464	1483	1500	1519	1538	1556	1575	1593	1612	1632	1652	1671	1692	1714	1735	1757	1778	1799	1818
Group 6	1517	1536	1554	1572	1591	1610	1630	1650	1668	1689	1710	1731	1752	1774	1795	1816	1839	1860	1882	1905	1928	1953	1975	1999
Group 7	1660	1681	1699	1721	1742	1766	1785	1806	1828	1850	1873	1894	1919	1943	1966	1991	2014	2038	2065	2088	2112	2137	2164	2190
Group 8	1809	1831	1853	1875	1896	1921	1945	1969	1993	2016	2040	2067	2090	2115	2142	2167	2194	2222	2248	2274	2302	2329	2357	2386

Group 1	Group 2	Group 3	Group 4	Group 5	Group 6	Group 7
Engineering Technician I		Engineering Technician II	Engineering Technician III	Engineering Technician IV		Engineering Technician V

Crimp 8
Senior Technical Advisor
District Maintenance Manager

SCHEDULE B POINTS GUIDE

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

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

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

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

SCHEDULE C

EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) where an employee is eligible for a Tuition Refund, the employee **may** also be granted:

(a) Leave of absence with pay for the purpose of writing examinations;

(b) Payment of expenses of writing the examinations;

(c) Payment of travelling expenses in accordance with the Travel Regulations.

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

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

(a) tuition, where **the** claim is supported by a receipt.

(b) Travel **expenses** to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) **books**.

(d) Other agreed **expenses** directly related to the proposed course or training.

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

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

(a) Tuition, where the claim **is** supported by a receipt.

(b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.

(c) Other agreed upon expenses directly related to the course or training.

LETTER OF INTENT
BETWEEN
BOARD OF MANAGEMENT
AND
THE NEW BRUNSWICK PUBLIC EMPLOYEES' ASSOCIATION
REPRESENTING THE ENGINEERING AND FJELD UNIT

This Letter of Intent to the collective agreement applies to employees of the Department of the Environment who are required to be on standby at the employees place of residence or be available through contract by means of an electronic paging device.

- (1) Employees on standby will be assigned a pager by the Department of the Environment.
- (2) Employees shall ensure that they are available and able to respond to the assigned pager.
- (3) Employees shall ensure they have access to a telephone within approximately 10 minutes.
- (4) Employees shall ensure they have access to the assigned department vehicle within 30 minutes.
 - (a) Employees shall exercise discretion regarding the personal use of employer vehicles within their region consistent with department and employer policies.
 - (b) Employees shall obtain authorization from the Regional Supervisor prior to taking an employer vehicle outside the assigned region for other than emergency situations.
- (5) Employees shall be in physical condition to respond to emergency situations.
- (6) Employees using the telephone to respond to a situation while on standby shall be paid for a minimum of two hours or the time actually worked, whichever is greater, at the overtime rate. Such compensation shall not be claimed more than once during each 24 hour standby period. Employees shall retain a log of calls received and time spent.
- (7) Employees shall be compensated at the rate of \$1.25 per hour for all hours on standby.

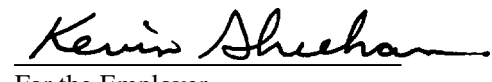
(8) Employees on standby called into work between 12 midnight and 5 a.m. shall have off a 5 hour minimum rest period without loss of pay before reporting for their regular shift. Other call back provisions for employees on standby shall be as provided for in the collective agreement.

(9) The provisions of this memorandum of agreement shall remain in effect conditional upon the continuation of the employer's current policy on Personal Liability Protection as provided for by Board of Management Minute 89.0003.

(10) **An** off-duty employee (not on standby), who provides assistance or guidance via telephone to an employee on standby, shall be paid for the actual time worked at the overtime rate. The employee on standby shall be responsible and accountable for determining the necessity or urgency for placing the call(s) to an off-duty employee.

The employee (not on standby) shall retain a log of calls received and the duration of each call.


For the Association


For the Employer

Date: July 30/98

Memorandum of Agreement

Between

Board of Management

and

**the New Brunswick Public Employees' Association representing
the Engineering and Field, Technical Inspection, General Labour and Trades (Supervisory) and the
Laboratory and Medical Groups**

RE:

Lump Sum Payment for bridging purposes for these groups whose collective agreements expired prior to May 31, 1997 which includes Engineering and Field, General Labour and Trades (Supervisory) and Laboratory and Medical.

The parties agree to the following:

Engineering and Field:	\$40 X 7 months per employee from November 1, 1996 to May 31, 1997
General Labour and Trades (Supervisory):	\$40 X 2 months per employee from April 1, 1997 to May 31, 1997
Laboratory and Medical	\$40 X 1 month per employee from May 1, 1997 to May 31, 1997

The above is applicable to individuals who were employed and members of the Bargaining Units during the periods of time identified above for each Bargaining Unit.

Anna-Maria Watt
For the Association

Kevin Sheehan
For the Employer

Date: *July 30/98*

