

AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

**GROUP: AGRICULTURE, VETERINARY, ENGINEERING,
LAND SURVEYING AND ARCHITECTURE**

EXPIRATION DATE: May 31, 2022

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THIS AGREEMENT made this 18 day of August, 2022.

BETWEEN: THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA, hereinafter called the "Institute", party of the first part;

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK, , as represented by Board of Management, hereinafter called the "Employer", party to the second part.

PREAMBLE:

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the Agreement.

The Parties to this agreement share a desire to improve the quality of the Public Service of New Brunswick, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of New Brunswick will be well and effectively served. Accordingly, they are determined to establish within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the bargaining unit are employed.

All of the provisions of the collective agreement are common to all employees unless otherwise specified.

ARTICLE 1 - DEFINITIONS

For the purpose of this Agreement:

1.01 **"Institute"** means The Professional Institute of the Public Service of Canada;

1.02 **"Bargaining Unit"** means all the employees of the Employer in the Engineering, Land Surveying and Architecture Group, Agriculture Group and Veterinary Group in the Scientific and Professional Category;

1.03 **"Employee"** means a person employed by the Employer, either full-time or part-time, to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than:

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

(b) A person employed in a managerial or confidential capacity.

1.04 **"Casual Employee"** means

(a) A person employed on a temporary basis for the following purposes:

(i) To respond to a temporary increase in workload; or

(ii) To replace an absent employee, or

(b) A person employed on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

- 1.05 “**Term Employee**” means an employee employed for a specified period of more than six continuous months.
- 1.06 “**Employer**” means Her Majesty in right of the Province as represented by the Board of Management, and includes any person authorized to exercise the authority of the Board of Management;
- 1.07 “**Layoff**” means an employee whose employment has been terminated because of lack of work or because of the discontinuance of a function;
- 1.08 Approved “**Leave of Absence**” means permission to be absent from duty;
- 1.09 “**Probationary Period**” means the probationary period specified in the *Civil Service Act*.
- 1.10 “**Control Point Maximum**” - The point within a salary range representing the maximum base pay for a job.
- 1.11 “**Discretionary Maximum**” - The point within a salary range between the control point maximum and the maximum allowed for re-earnable increments.
- 1.12 “**Merit Increase**” - An adjustment to individual salary based on a documented assessment of performance as per attached guidelines for progression.
- 1.13 “**Re-earnable Increments**” - temporary payments authorized at the discretion of the Deputy Head.
- 1.14 “**Pay Increment**” – one (1) step in the pay range.
- 1.15 “**Hourly Rate of Pay**” - means a full-time employee’s bi-weekly rate of pay, as specified in the applicable Schedule as follows: Schedule A, divided by seventy-two and one-half (72.5); Schedule B, divided by eighty (80); Schedule C, divided by ninety (90).
- 1.16 “**Time and one-half**” - means one and one-half (1½) times the employee’s hourly rate of pay.
- 1.17 Words used in this Agreement, if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*.

ARTICLE 2 - APPLICATION

- 2.01 This Agreement applies to and is binding on the Institute, the employees and the Employer.

ARTICLE 3 - FUTURE LEGISLATION

- 3.01 In the event that any law passed by the Legislature of the Province applying to Public Servants covered by this Agreement, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.
- 3.02 Where any provision of this Agreement conflicts with the provisions of any Public Statute or Regulation of the Province, the provisions of the Public Statute or Regulation shall prevail.

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Institute as the exclusive Bargaining Agent for all employees described in New Brunswick Certification Order Numbers 009 PS 1j, 070 PS 1c 1a, 073 PS 1 c (2V), issued by the Labour and Employment Board, covering all of the employees of the Employer in the Engineering, Land Surveying and Architecture Group, the Agriculture Group, and the Veterinary Group in the Scientific and Professional Category.

ARTICLE 5 - PROVINCIAL SECURITY

- 5.01 (a) 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.
- (b) For the purposes of (a) above, any order made by the Lieutenant-Governor in Council is conclusive proof of the matters stated therein in relation to the giving or making of any instruction, direction or regulation by or 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 All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Institute as being retained by the Employer.

ARTICLE 7 - INSTITUTE SECURITY

7.01 The Employer shall, as a condition of employment deduct an amount equal to the regular monthly membership dues of the Institute from the monthly pay of all employees in the Bargaining Unit.

7.02 Clause 7.01 will be applied for present employees and the deductions from pay for each new employee in respect of each month will start with the first full month of employment.

7.03 The sums deducted pursuant to this Article shall be remitted, along with a list indicating the name and the employee number of the employees affected to the Head Office of the Institute prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Institute will keep the Employer advised of the address of its Head Office.

7.04 Before the Employer is obligated to deduct any amount under this Article, the Institute must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this article until changed by a further written notice to the Employer signed by the President of the Institute, after which such changed amount shall be the amount to be deducted, and so on from time to time. The written notice shall be provided at least thirty (30) days before the effective date of the changed amount.

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

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

7.07 The Institute assumes full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to the Head Office of the Institute under this Article.

ARTICLE 8 - COMMUNICATIONS

8.01 All correspondence arising out of the application, administration and/or interpretation of this collective agreement shall be given as follows:

To the Employer:

Assistant Deputy Minister
Department of Human Resources
Labour Relations Services
P.O. Box 6000
Fredericton, N.B. E3B 5H1

To the Institute:

The Professional Institute of the Public Service of Canada
1718 Argyle Street, Suite 610
Halifax, N.S.
B3J 3N6

8.02 The Employer shall publish electronically the collective agreement in both official languages on the Government of New Brunswick Intranet site and shall provide employees with a link to the electronic copy of the collective agreement within (30) working days of its signing. Immediately upon hiring, the employer shall provide each new employee with a link to the electronic copy of the collective agreement.

8.03 This agreement shall be official in both English and French; however, if a discrepancy in the interpretation or wording arises between the English and French versions, the language in which the collective agreement was negotiated shall prevail.

8.04 Nothing in this agreement prevents the Employer and the Institute from using electronic media for sending or posting any communication which is normally required to be in writing if the Employer and the Institute so agree.

8.05 (a) The Employer shall prepare a list of employees in the Bargaining Unit and shall make this list available to the Institute during January of each year.

(b) The Employer shall provide the names and addresses of all new employees in the bargaining unit within thirty (30) days of the start of employment.

8.06 The list of employees shall include the classification, pay step, the commencement date and work location of each employee.

8.07 Upon request of the Institute, the Employer shall provide a copy of the classification specifications covering employees within this bargaining unit.

8.08 The Employer acknowledges its obligation to make available any policy which has a bearing on employee terms and conditions of employment.

8.09 (a) **Statement of Duties** - Upon written request, an employee shall be entitled to a current statement of the duties and responsibilities of his/her position.

- (b) **Job Descriptions** - Each new employee shall be provided with a copy of the job description concerning the employee's position, and the organizational chart as well as a detailed description of the pension plan and the insurance plans. Changes made to the above documents shall be communicated in writing to each employee.

8.10 **Policies**

- (a) The Employer shall continue to provide the Institute with amendments to the Administration Manual System as policies are approved or revised.
- (b) An employee shall upon request have access to view any policy approved by the Board of Management for distribution to the Administration Manual System.

8.11 The Employer shall advise the Institute of any commencement and termination affecting the bargaining unit within thirty (30) days of such a change.

8.12 **Bulletin Boards** - The Employer shall provide bulletin board space for the use of the Institute at locations accessible to employees provided that the use of such boards by the Institute is limited to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Institute.

ARTICLE 9 - NO DISCRIMINATION/HARASSMENT

9.01 There shall be no discrimination, restraint or coercion exercised or practiced upon any employee by either party because of membership or non-membership in the Institute, or in contravention of the *Human Rights Act*, R.S.N.B. 1973, c. H-11, of the Province of New Brunswick as amended from time to time.

9.02 The Institute and the Employer recognize the right of employees to work in an environment free from harassment.

ARTICLE 10 - STRIKES AND LOCKOUTS

10.01 In accordance with the *Public Service Labour Relations Act* (PSLRA), R.S.N.B. 1973, c. P-25, there shall be no strikes, as defined in the PSLRA or lockouts during the term of this Agreement.

ARTICLE 11 - LABOUR-MANAGEMENT CONSULTATION COMMITTEE

11.01 (a) There shall be a labour management consultation committee composed of at least three (3) representatives of the Institute and at least three (3) representatives of the Employer. Provided equal representation is maintained, the committee may be extended to include additional members where mutually agreed by the parties.

(b) When requested by either party, consultation committees shall be formed at departmental levels with equal representation for the Employer and the Institute.

11.02 Within thirty (30) days of the date of signing of this agreement each party shall inform the other of the names of its members on the Labour Management Consultation Committee provided however that either party may add or substitute members.

11.03 A meeting of the Committee shall be convened as soon as possible after receipt of an agenda from the other party, but in any case no later than thirty (30) days after receipt of an agenda.

11.04 The committees shall establish their own procedure and each party shall bear the costs of its own representatives of the committee provided that where meetings are held during working hours no employee shall lose pay as a result of attending meetings of the committee.

11.05 The committees shall deal with matters of mutual interest and concern in an attempt to facilitate harmonious relations between the Employer and the Institute and its members. The committees shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 **Definition of a Grievance** - A grievance means a dispute or difference of opinion concerning any of the following:

- (a) the interpretation or application with respect to an employee of a provision of this Collective Agreement or a related arbitral award;
- (b) disciplinary action resulting in suspension or discharge under Article 14 of this Agreement;
- (c) the interpretation or application 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;
- (d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

12.02 Where an employee considers himself/herself to be aggrieved he/she shall, with or without the assistance of a representative of the Institute, discuss the matter with his/her immediate supervisor before the first step in the grievance procedure is implemented.

12.03 Where an employee alleges that he/she has a grievance as outlined under 12.01 above and where the employee has the written consent of the Institute or its delegates the following procedure shall apply:

STEP ONE: Within twenty (20) days after the alleged grievance has arisen, the employee may file a grievance in writing, either on the form provided by the Labour and Employment Board or on a form approved by the parties, with the person designated by the Employer as the first level in the grievance procedure.

The employee may proceed to Step Two if:

- (a) no reply is received within ten (10) days from the date on which the grievance was filed, or
- (b) no satisfactory settlement is received within ten (10) days from the date on which the grievance was presented under 12.04.

STEP TWO: Within ten (10) days from the expiration of the ten (10) day period referred to in Step One (a) or (b), the employee may file a grievance in writing with the person designated by the Employer as the second level in the grievance procedure.

The employee may proceed to Step Three if:

(a) no reply is received within ten (10) days from the date on which the grievance was filed, or

(b) no satisfactory settlement is received within ten (10) days from the date on which the grievance was presented under 12.04.

STEP THREE: Within ten (10) days from the expiration of the ten (10) day period referred to in Step Two, the employee may file a grievance in writing with the Deputy Minister. A proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is filed with the Deputy Minister. The Deputy Minister shall reply in writing to the employee within fifteen (15) from the date the grievance was presented under 12.04 to the Deputy Minister. If the employee does not receive a reply or satisfactory settlement for the grievance, the employee may refer the grievance to adjudication as provided in Article 13, within twenty (20) days from the date on which the employee should have received a satisfactory reply from the Deputy Minister.

12.04 Unless otherwise agreed by the parties, a grievance meeting will be held at each step in the grievance process, involving the grievor, the person designated by the employer, and their representatives in an effort to resolve the difference that gave rise to the grievance. Every effort will be made by the parties to schedule the meeting as quickly as possible.

12.05 Any difference or grievance arising directly between the Institute and the Employer may be submitted by the Institute at Step Three.

12.06 The Employer may file a grievance in accordance with Section 92(1) of the *Public Service Labour Relations Act* by forwarding written notice by registered mail or personal service to the Regional Representative, Professional Institute of the Public Service of Canada.

12.07 In any case where the employee presents a grievance or in any case in which a grievance meeting is held on a grievance at any level, the employee shall be accompanied by a representative of the Institute.

12.08 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays and Sundays and recognized holidays shall be excluded. If advantage of the provisions of the Article has not been taken within the time specified herein the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

12.09 All time limits specified in this Article can be extended through mutual agreement in writing by the Institute or its delegate, and the Employer or its delegate.

12.10 A grievance at any step under the foregoing is deemed to have been filed by the employee on the date it is personally served on the person designated by the Employer, or mailed by registered mail or sent electronically.

ARTICLE 13 - ADJUDICATION

13.01 The provisions of the *Public Service Labour Relations Act* and Regulations governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

13.02 In any Reference to Adjudication, including cases arising from suspensions and discharges, the Adjudicator or Board of Adjudication, as the case may be, shall have the power to direct payment of compensation, vary penalties, direct reinstatement of a benefit or privilege, or order appropriate action to finally settle the issue(s) between the parties and may give retroactive effect to their decision.

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

ARTICLE 14 - DISCIPLINE

14.01 No employee who has completed the probationary period as defined in Article 1 shall be disciplined except for just cause.

14.02 Discipline for just cause includes:

- (a) Oral reprimand noted in the employee's file
- (b) Written reprimand,
- (c) Demotion resulting from a disciplinary action,
- (d) Suspension with or without pay, or
- (e) Discharge.

14.03 Prior to the disciplining of an employee, a meeting will be held. The employee will have the right to have an Institute representative present. The employee and the Institute shall receive reasonable prior notice of the meeting.

14.04 The employee shall be informed in writing, of the nature of any disciplinary action against that employee at the time such action is taken. However, this clause is not intended to apply to oral reprimands that do not go in the employee's personnel file.

14.05 Where an employee is suspended or discharged, the Employer shall, within ten (10) days of the suspension or discharge notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.

14.06 Where an employee alleges that he/she has been suspended or discharged in violation of Article 14.01 the employee may within ten (10) days of the date of which he/she was notified in writing or within twenty (20) days of the date of his/her suspension or discharge, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance alleging violation of Article 14.01 he/she shall lodge a grievance at the final level of the grievance procedure.

14.07 Where it is determined that an employee has been suspended or discharged in violation of Article 14.01 that employee shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to the employee if he/she had not been suspended or discharged. One of the benefits which the employee shall not lose is his/her 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 reinstatement.

ARTICLE 15 - EMPLOYEE PERSONNEL FILE

15.01 **Employee Personnel File** - An employee's Personnel Record File shall be made available and open to the employee for inspection at a reasonable time established by mutual agreement between the employee and his/her immediate supervisor.

15.02 The Employer shall not introduce as evidence in a grievance or adjudication proceeding under this Agreement any document pertaining to disciplinary action the existence of which the employee was not aware.

15.03 To ensure compliance under 15.02 above, employees shall be required to sign any written document pertaining to disciplinary action acknowledging that the employee has read such document.

15.04 A record of disciplinary action shall be removed from the employee's file and destroyed and not be used against an employee after the expiration of eighteen (18) months after the disciplinary action was taken provided no other disciplinary action for a similar offence occurs within this eighteen (18) month period.

ARTICLE 16 - COMPETITIONS AND APPOINTMENTS

16.01 (a) Posting of Competitions

Subject to the provisions of the *Civil Service Act* and Regulations, where there is a competition to fill a vacancy or an anticipated vacancy in the bargaining unit, the Employer shall post notices of such competition electronically or on the bulletin board(s) in the buildings out of which the employees work, for a minimum of ten (10) working days. A copy of the notice of such competition shall be forwarded to the Institute.

(b) The notice referred to in clause 16.01(a) shall contain the following information;

- (i) description of the position;
- (ii) location of the position;
- (iii) required qualifications; and
- (iv) the wage rate or range.

16.02 Redress to appointments is provided for under the *Civil Service Act*.

16.03 **Vacancy and Promotion** - Subject to section 63(2) of the *Public Service Labour Relations Act*, the Employer will provide preference to employees in filling a vacancy within the bargaining unit where the employee has the qualifications, ability and suitability for the vacant position.

ARTICLE 17 - REASSIGNMENT, LAYOFF AND RECALL

17.01 **Reassignment** - When the services of a permanent employee are no longer required due to lack of work or the discontinuance of a function, the Employer shall, prior to issuing any notice of layoff, first consider the qualifications, competence, efficiency and suitability of the employee to determine whether the employee could be reassigned to another appropriate vacant position within the Department.

17.02 **Seniority** - Where there is more than one employee in the classification affected by the lack of work or discontinuance of a function, the Employer shall seek volunteers for reassignment as outlined in Article 17. Where there are no volunteers and where the qualifications, competence, efficiency and suitability are relatively equal, seniority shall be considered in determining which employee will be reassigned.

17.03 **Reassignment Procedure** - Employer may, considering qualifications, competence, efficiency and suitability, reassign an employee whose services are no longer required because of lack of work or discontinuance of a function, to another appropriate vacant position in the following manner and sequence:

- (i) To a vacant position in the employee's same or equal classification, within the same Department;
- (ii) If a vacancy is not available under (i) above, then any vacant position of a lower classification for which the employee is qualified within the employee's same Department.

An employee who is offered placement in accordance with 17.03 (i) cannot decline the reassignment. An employee who is offered placement in accordance with 17.03 (ii) can decline the reassignment. In the event that no reassignment is completed, the lay-off provisions shall apply.

17.04 (a) **Layoff** - In the event of a layoff the Employer shall release casual, temporary, term, and layoff part-time employees before a full-time employee is laid off. Where the qualifications and ability in respect to the work remaining to be accomplished are relatively equal for two or more employees, reverse order of seniority shall determine the order of layoff.

(b) **Layoff Procedure**

(i) A permanent employee affected by a layoff may displace the least senior employee in the same classification within the Department.

(ii) If a displacement in the same classification is not possible, the permanent employee who is affected by a layoff may displace the least senior employee in a lower classification within the Department.

(iii) Each permanent employee thus displaced may displace in the above mentioned manner.

The unit of operation for the application of this clause shall be by department.

17.05 **Notice of Layoff** - Where an employee is subject to a layoff as defined under 1.05, such employee shall be entitled to three (3) calendar months' notice prior to the effective day of the layoff or pay in lieu thereof.

17.06 **Salary on Rehire** - On rehire, a laid off person with seniority rights is to be paid at least the rate of pay being received at the time of layoff unless the employee agrees to accept an appointment at a lesser rate of pay.

17.07 The benefit provided in 17.05 is in addition to any rights or benefits provided under the *Civil Service Act* to the employee.

17.08 **No New Employees** - There shall be no new hiring into the bargaining unit until those laid off have been given an opportunity of employment, provided that they are qualified to perform the work available.

17.09 Where an employee has been notified that he/she shall be subject to a layoff, a copy of such notice shall be sent to the Institute. Prior to instituting the layoff, the Employer shall refer the matter to a committee composed of three (3) representatives of each party. This committee shall meet and discuss the status of such employee, suitable alternate employment available, and other relevant matters concerning the layoff. The parties agree that such discussion shall be held at least thirty (30) days prior to the effective date of layoff.

17.10 **Recall Rights** - Employees on layoff shall retain their position on the seniority list and shall have recall rights within a twelve (12) month period following their last day of employment.

17.11 **Recall Procedures** - Subject to Section 63(2) of the *Public Service Labour Relations Act*, employees shall be recalled in the reverse order that they were laid off. Recall shall be subject to the employee having the qualifications 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 and able to perform the work available.

17.12 **Continuation of Group Insurance Benefits**

The Employer agrees to pay the Employer's share of Group Insurance for employees who are laid off for two (2) months after the month in which the employees are laid off.

17.13 **Superannuation Benefits** - An employee who is laid off shall retain all superannuation rights held by him/her at the date of his/her layoff. Should the employee request a refund of his/her superannuation contributions he/she shall cease to be an employee.

17.14 **Institute Notification**

The Employer shall provide the Institute with a list showing the seniority of laid off employees by classification.

17.15 The parties recognize that pursuant to Section 63(2) of the *Public Service Labour Relations Act* that where a conflict occurs between the provision of the collective agreement and the *Civil Service Act* related to layoff and recall, the *Civil Service Act* shall prevail.

17.16 **Layoff During Sick Leave**

In the event an employee is affected by a layoff during sick leave, the effective layoff date shall be the day following the termination of such leave.

ARTICLE 18 - HOURS OF WORK

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18.01 Full time employees are expected to work a normal work week of 36¼ hours. An employee may be required to work in excess of this amount, depending upon the nature of the employee's work.

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18.02 (a) Notwithstanding 18.01 above, the Employer may designate an employee to work a normal work week of forty or forty-five hours during specified weeks within a calendar year. An employee may be required to work in excess of this amount depending upon the nature of the employee's work during such a specified week. During such a specified week, an employee shall be entitled to a biweekly salary rate on the basis of the employee's present classification and step in accordance with Schedules B or C.

(b) When an employee identifies a situation where the required work to be performed cannot be completed by the employee within a work week of thirty-six and one quarter (36 ¼) hours, the employee may request to be designated for a forty or forty-five hour work week(s). Whenever possible, such requests should be made two weeks prior to the period requested for designated status. The employee request shall include a written rationale. The Employer shall respond to the request, in writing, within two weeks of the application.

(i) If the request is approved, the employee shall be entitled to a bi-weekly salary rate on the basis of the employee's present classification and step in accordance with Schedule B or C.

(ii) If the request is not approved as submitted, the Employer's response shall include an explanation for the decision.

ENG.

- 18.03 (a) Where an employee is designated under 18.02 above, Schedule A shall not apply during the specified week(s); and any change in pay under the terms of this article does not constitute a promotion or demotion.
- (b) Employees so designated shall be granted vacation credit of 5/12 of a day for each week of designation. It is understood that the above supplementary days of vacation are in addition to vacation leave granted under Article 23.
- (c) The Employer shall make every reasonable effort to schedule the accumulated vacation leave at such time and in such amount as are mutually acceptable to the Employer and employee. Where the Employer and employee are unable to agree to acceptable times, vacation shall be taken at a time scheduled by the Employer.
- (d) Where the supplementary days of vacation leave cannot be scheduled due to operational requirements, the employee shall be paid cash in lieu thereof within the fiscal year the supplementary days of vacation were earned.
- (e) Accumulation of such supplementary vacation shall not exceed 10 days per year.

ENG.

18.04 Where a dispute arises with regard to the application of the provisions of Article 18.02, such dispute may be referred to a departmental union-management consultation committee as described in 11.01 (b). The committee shall review the circumstances and make recommendation to the deputy minister of the applicable department regarding the resolution of the dispute.

ENG.

18.05 Upon the request of an employee and subject to operational requirements variable or compressed hours of work may be established when mutually agreeable.

AG. & VETS

18.06 The regular weekly hours of work shall be thirty-six and one-quarter (36¼) per week averaged over a four week period, excluding meal periods.

AG.

18.07 Where an employee is required to work on a Saturday or Sunday or in excess of the hours of work specified in 18.06, that employee shall be entitled to time off equal to the number of such hours worked.

AG.

18.08 Approval of time off under 18.07 shall be subject to receipt of a claim from the employee accompanied by an explanation, and shall cover the four week period immediately prior to the date of application.

AG.

18.09 Time off under this Article shall be scheduled at such time as can be mutually agreed, or if agreement cannot be reached, the time off will be scheduled by the Employer within thirty (30) working days of receipt of the application. Where, due to operational requirements, the Employer is unable to schedule the time off, the employee shall be paid at straight time for such excess hours worked.

ARTICLE 19 - WAGES AND ALLOWANCES

19.01 The rates of pay for employees shall be in accordance with the rates set out in the attached applicable schedules which form part of this agreement.

- 19.02 (a) 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, the pay shall be determined relative to the points allocated to the classification in the evaluation process as agreed between the Employer and the Institute. The Employer may set an interim wage rate for such classification.
- (b) Appeal of classification: An employee who feels that his/her position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification as per the classification appeal process and related procedures as amended from time to time.

19.03 **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 an employee when a pay increment of less than 2 steps is granted. Such notice shall contain the Employer's reason(s) as to why the employee's work performance was not satisfactory.
- (c) 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 his/her anniversary date for such increment(s).
- (d) An employee who has not been granted his/her merit increase shall have the right to refer his/her performance evaluation to the Director of Human Resources for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.

19.04 (1) **Rate of Pay on Promotion, Demotion, Transfer**

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

- (a) a promotion, where the control point maximum of the new position is higher than the control point maximum of the old position. On promotion, an 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 pay range.

- (b) a demotion, where the control point maximum of the new position is lower than the control point maximum of the old position and the employee is paid at a lower rate.
 - (c) a transfer, where the appointment is neither a promotion nor a demotion.
- (2) The promotional increase for an employee who has been in receipt of acting pay for at least twelve (12) months is calculated based on the employee's rate of pay including acting pay.
 - (3) On transfer to a position having the same control point maximum as the employee's previous position, the employee shall be appointed on step without change in pay.
 - (4) 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.
- 19.05
- (1) 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 his/her current rate of pay for one (1) year after which the employee will be placed at the control point maximum of the new classification.
 - (2) 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.
 - (3) If an employee requests and is granted a demotion and his/her current rate of pay is more than the control point maximum of the rates 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.
- 19.06
- (1) Where the practice of individual anniversary dates is retained, the anniversary date of an employee who is promoted or who commences work;
 - (i) in the first ten (10) working days of the month is the first of that month, and
 - (ii) after the tenth working day of the month is the first of the month next following the month in which the employee was promoted or commenced work.
 - (2) The anniversary date of an employee who is demoted or transferred shall not change.
- 19.07 **Re-Earnable Increments**
- (1) 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.
 - (2) Re-earnable increments are not included in base pay, and do not constitute pensionable earnings.
 - (3) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of increment authorized.

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

19.08 **Professional Dues** - The Employer shall pay in each calendar year the annual (professional/licensing) dues of one professional organization or society on behalf of each employee. For clarification, the term "professional organization or society" shall be interpreted to mean:

- (a) that organization or society, the membership in which is required as a condition of employment; or
- (b) where no required membership is necessary for employment, such an organization or society as may be approved by the Employer.

19.09 **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, Article 19.06 of the collective agreement will apply.
- (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 purpose of equitable implementation. Such pro-rating procedures are to be established in consultation with the Department of Human Resources.

ARTICLE 20 - ACTING APPOINTMENT, SECONDMENTS, AND TEMPORARY ASSIGNMENTS

20.01 **Acting Duration** - Unless the parties agree otherwise, no person will be required to act in a position for more than twelve (12) months.

20.02 **Acting Pay** - Where an employee is required to perform for a temporary period of five (5) days or more, the duties of a higher position than the one held by the employee, payment shall be made to that employee of acting pay including the five (5) days. It is understood that should a statutory holiday as listed in Article 22, fall within the designated temporary period it shall count towards determining the five (5) day qualification period.

20.03 An employee shall be entitled to Acting Pay as follows:

- (a) 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 he/she acts.
- (b) Where an employee who is designated under Article 18.02 is required to perform for a temporary period of five (5) days or more the duties of a higher classification, the 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 Schedule B or C designated rate of pay, whichever is greater.
- (c) In an acting situation, the employee's performance will be evaluated and the evaluation and recommendations will be submitted to the regular supervisor to complete the performance review. In

accordance with Article 19.03, any merit increases granted will apply to the employee's regular rate of pay on his/her anniversary date, and the rate of acting pay will be adjusted where applicable.

20.04 **Secondments**

Employees who are seconded to a position outside of the bargaining unit shall sign a Secondment Agreement.

- (a) The Employer and the Institute have established a Secondment Agreement Template (Appendix B Secondment) detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment.
- (b) The seconded employee shall sign the Secondment Agreement to acknowledge that s/he understands and accepts the terms of the secondment.
- (c) Prior to the commencement of the secondment period, the Employer will provide the Institute with a copy of the signed Secondment Agreement.
- (d) Where modifications to the Template are required, the Employer shall consult the Institute.

20.05 **Temporary Assignment**

- (a) A temporary assignment occurs when an employee is temporarily assigned from his regular position to another position within the Bargaining Unit for a defined period of time.
- (b) Where an employee is required to perform for a temporary period the duties of a higher position than the one held by the employee, payment shall be made to that employee in accordance with the terms of Article 20.03.
- (c) On a temporary assignment, the employee's performance will be evaluated and the evaluation and recommendations will be submitted to the regular supervisor to complete the performance review.

ARTICLE 21 - TRAVEL POLICY

21.01 **Travel Policy** - The Travel Policy as amended from time to time shall apply to the employees in the Bargaining Unit.

ARTICLE 22 - STATUTORY HOLIDAYS

22.01 Paid holidays for employees are:

- (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; and
- (l) any other day duly proclaimed as a Provincial or National Holiday.

22.02 The following day(s) off shall be granted for Christmas and Boxing Day:

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

22.03 An employee who is entitled to pay on either the working day immediately preceding or following the holiday is entitled to the paid holiday.

22.04 When a holiday other than Christmas coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following the employee's day of rest.

22.05 Where a holiday occurs where an employee is on sick or vacation leave, the holiday is considered granted and no deduction is made from the employee's sick or vacation leave credits.

ENG. & AG.

22.06 Where an employee has been notified by the Employer and is required to work on a holiday listed under Article 22.01 such employee shall be paid 1½ the regular hourly rate for all hours worked on the holiday in addition to the regular day's pay providing such holiday falls on a regular working day.

VET.

22.07 Where an employee is required to work on a holiday, the employee shall have the choice of a day off in lieu of the holiday at such time as can be mutually agreed between the Employer and the employee during the calendar year in which the holiday is worked. Such re-scheduled days shall not be carried from one calendar year to the next, except that re-scheduled days for work on Christmas and Boxing Day may be carried over to the next calendar year.

22.08 In order to receive holiday pay an employee must have worked the workday before and the workday after the holiday, providing however the employee was not on authorized leave of absence with pay. If an employee is on sick leave the workday before or after the holiday the Employer may demand a doctor's certificate to satisfy the Employer as to whether or not the employee was legitimately absent.

ARTICLE 23 - VACATION LEAVE

23.01 Each employee with less than eight (8) years continuous service shall accumulate vacation leave credits at the rate of one and one-quarter (1¼) days per calendar month of continuous service for which he/she receives pay for at least 11 days, excluding statutory holidays.

23.02 Each employee with more than eight (8) years continuous service shall accumulate annual vacation leave credits at a rate of one and two-thirds (1 2/3) days per calendar month of continuous service for which he/she receives pay for at least 11 days, excluding statutory holidays.

23.03 Each employee with more than twenty (20) years continuous service shall accumulate annual vacation leave credits at a rate of two and one-twelfth (2-1/12) days per calendar month of continuous service for which he/she receives pay for at least 11 days, excluding statutory holidays.

23.04 (a) The Employer shall endeavor to schedule an employee's vacation at such times and in such amounts as are mutually acceptable to Employer and employee.

(b) Where the Employer and employee are unable to agree to acceptable times, vacation shall be taken at a time scheduled by the Employer.

23.05 Every employee who has vacation credits which have not been used when he/she ceases to be an employee shall be given a cash settlement in lieu of vacation based on the rate of remuneration the employee was receiving at the time he/she ceased to be an employee.

23.06 A person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but which was not earned and the amount of compensation shall be calculated using the employee's rate of pay at termination.

23.07 When sick leave or other paid leave is granted for a period during which an employee was on vacation leave, the period of vacation leave covered is reinstated to the employee.

ENG.

23.08 Carry-over and liquidation of vacation leave credits

(a) In a vacation year where an employee has not been granted all earned vacation leave credits, the employee shall be entitled at the end of the vacation year to carry over all earned but unused vacation leave credits into the following vacation year,

(b) If, as a result of operational requirements, an employee is unable to utilize his/her carried over vacation credits in the next calendar year, as specified in 23.08 (a), the employee shall be paid for such unused vacation credits at the end of the calendar year following that in which the vacation credits were earned. The rate of pay shall be that applicable to the employee at the time of payment. For the purposes of this article, vacation credits carried over under 23.08 (a) shall be deemed to be the first credits used in the vacation year.

AG. and VET.

23.09 (a) Where in a calendar year an employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave, not to exceed the entitlement earned in the calendar year, shall be carried over to the next year.

(b) Where an employee has unused vacation credits in excess of (a) above, and where the Employer has been unable to schedule such excess entitlement during the calendar year, because of extenuating

circumstances, the Employer shall authorize carry-over to the next calendar year of the excess entitlement, provided the employee submits written application for carry-over prior to November first, and provided the Employer cannot schedule such leave prior to the expiry of the calendar year.

23.10 Employees who are receiving compensation benefits under the *Workers' Compensation Act* shall not earn vacation credits while receiving such compensation.

ARTICLE 24 - SICK LEAVE

24.01 Each employee shall accumulate sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for each calendar month of continuous employment for which he/she receives pay for at least ten (10) days, up to a maximum credit of two hundred and forty (240) working days.

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

24.03 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 ($\frac{1}{2}$) day, may be deducted as one-quarter ($\frac{1}{4}$) day, if the actual absence is closer in length to one-quarter ($\frac{1}{4}$) day than it is to one-half ($\frac{1}{2}$) day. This principle may similarly be applied in cases of absence of less than one (1) full day, but more than one-half ($\frac{1}{2}$) day, where another quarter ($\frac{1}{4}$) day unit may be added to the half ($\frac{1}{2}$) day (i.e. a three-quarter ($\frac{3}{4}$) day deduction), if the absence is closer to one-half ($\frac{1}{2}$) day than it is to one (1) full day.

24.04 The Employer may require such proof of illness as it deems necessary for any illness for which sick leave is claimed. If, after such a request, proof of illness is not provided within ten (10) working days, absence shall be deducted from the employee's salary.

24.05 The total amount of unrecovered advanced sick leave shall not exceed fifteen (15) working days at any one time.

24.06 Where an employee does not have sick leave credits equal to the period of absence caused by sickness or accident, he/she may, on request, be advanced up to 15 working days of sick leave credit, which shall be deducted from future credits accumulated upon his/her return to work. Such requests shall not be unreasonably denied.

24.07 An employee who was advanced sick leave under 24.06 shall, upon ceasing to be an employee, compensate the Employer for sick leave which has not been recovered, and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time he/she ceased to be an employee.

24.08 The parties agree that failure to comply with 24.07 above is grounds for the Employer to withhold until compliance:

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

24.09 The Employer may grant leave with pay to an employee for periods of up to one-half ($\frac{1}{2}$) day for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

ARTICLE 25 - MATERNITY LEAVE

- 25.01 An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.
- 25.02 An employee intending to use maternity leave shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of delivery.
- 25.03 An employee requesting maternity leave shall submit the required Request for Leave Form to the Employer prior to the anticipated leave date.
- 25.04 At the request of the employee, maternity leave shall commence at any time within eight (8) weeks prior to the expected date of delivery.
- 25.05 Notwithstanding clause 25.04, when an employee is unable to perform her regular duties due to her pregnancy, the Employer will make every reasonable effort to assign duties consistent with the employee's capacity. If the Employer is unable to assign such duties, the Employer may direct the employee to proceed on maternity leave where in its opinion the interest of the Employer so requires.
- 25.06 Where at any time prior to commencement of her requested maternity leave the Employer directs an employee to proceed on leave in accordance with clause 25.05, or an employee is advised to proceed on leave by her attending physician, the employee upon submission of a medical certificate, if requested by the Employer, may instead use accumulated sick leave credits until the date of commencement of her requested maternity leave.
- 25.07 An employee shall not be eligible for sick leave during the seventeen (17) consecutive week maternity leave period.
- 25.08 When an employee on maternity leave wishes to return to work earlier than provided for under 25.01, she shall give the Employer written notice at least ten (10) working days in advance, and the Employer will make every reasonable effort to accommodate her request.
- 25.09 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 unless she accepts appointment to another position upon her return to work.
- 25.10 During the period of maternity leave, an employee:
- (a) continues to earn seniority and continuous service credits based on what her normal regular hours of work would have been;
 - (b) continues to accrue entitlements for retirement allowance and vacation purposes;
 - (c) maintains but only accrues sick leave or vacation leave credits for any calendar month in which she receives pay for at least eleven (11) days, excluding statutory holidays.
- 25.11 Subject to the terms of any insured benefit plan, when the employee requests the continuation of contributions, the Employer shall also continue the required contributions during the period of the maternity leave, provided the employee submits post-dated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

25.12 An employee with one year of continuous service who agrees to work for a period of at least six (6) months after her approved leave 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 receive the following allowances:

- (a) during the two (2) week waiting period under the *Employment Insurance Act*, seventy-five percent (75%) of the employee's regular rate of pay less any other monies earned during this period;
- (b) following the required waiting period and for a period not exceeding fifteen (15) continuous weeks, the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's 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 Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

25.13 "**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, overtime, or any other form of supplementary compensation

25.14 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 under 25.12 on a pro rata basis.

ARTICLE 26 - PARENTAL LEAVE

26.01 Upon application in writing, an employee who becomes a parent through the birth of a child shall be granted a leave of absence without pay for a period of up to thirty-seven (37) weeks upon the birth, immediately upon the expiry of the seventeen (17) weeks of maternity leave. An employee shall be granted a total of two (2) days leave of absence without loss of pay to be taken within a reasonable period of time surrounding the arrival of the child, one of which shall be the day of the birth of the child. Seniority continues to accrue during the leave at the same rate as if the employee would have worked.

Child Care Leave

26.02 (a) A leave of absence granted under 26.01 shall commence no earlier than the date on which the newborn comes into the employee's care and custody and end no later than 52 weeks after that date. The employee who is the natural mother of a child must commence the parental leave immediately upon expiry of maternity 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 four (4) weeks' written notice to the Employer of the commencement date and duration of the leave.

(b) Where operational requirements permit, the Employer may approve a period of return to work following the maternity leave and prior to the parental leave for the natural mother.

26.03 If both parents are employees, the thirty-seven (37) week parental leave may be taken by one parent or shared by the two parents provided the combined leave period does not exceed thirty-seven (37) weeks.

26.04 During the period of parental leave of up to thirty-seven (37) weeks only specified in clause 26.01 hereof:

- (a) an employee continues to earn seniority and continuous service credits on the basis of what the employee's normal regular hours would have been;

- (b) an employee may, if permissible under the relevant plan, continue contributions, including that of the Employer, to group insurance plans of the Employer.

26.05 An employee returning from parental leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work. Such employee shall be placed in his or her previously held classification at his or her work location (city, town or village).

26.06 The combined maternity leave and parental leave taken by one or both parents shall not exceed 52 weeks.

ARTICLE 27 - ADOPTION LEAVE

27.01 Following the adoption of a child and upon request in writing, an employee shall be granted adoption leave without pay for a period up to thirty-seven (37) weeks.

27.02 An employee intending to take adoption leave shall:

- (a) provide written notice to the Employer of the employee's intention to take leave fifteen (15) weeks before, or in the event of an emergency as soon as possible before, the anticipated day on which the child will be placed with the employee for adoption, and
- (b) notify the Employer of the commencement date and duration of the leave on being made aware of the date on which the child will be placed with the employee for adoption or at the time the child is placed with the employee for adoption, whichever occurs first.

27.03 The adoption leave referred to in 27.01 shall commence on the date on which the adoptive child comes into the employee's care and shall end no later than thirty-seven (37) weeks after this date.

27.04 If both parents are employees, the adoption leave may be taken by one parent or shared by two parents, provided the combined leave period does not exceed thirty-seven (37) weeks.

27.05 An employee returning to work from adoption leave shall be reinstated to the previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay the employee was receiving immediately prior to departure on adoption leave unless the employee accepts appointment to another position upon return to work.

27.06 During the period of adoption leave, an employee:

- (a) continues to earn seniority and continuous service credits based on what the employee's regular hours of work would have been;
- (b) continues to accrue entitlements for retirement allowance and vacation purposes;
- (c) maintains but only accrues sick leave or vacation leave credits for any calendar month in which the employee receives pay for at least eleven (11) days, excluding statutory holidays.

27.07 Subject to the terms of any insured benefit plan, an employee may continue contributions to group insurance plans, including that of the Employer, provided the employee submits post-dated cheques for both shares of the premiums for the entire period, prior to commencing adoption leave.

27.08 When an employee on adoption leave wishes to return to work earlier than provided for under 27.03, the employee shall give the Employer written notice at least ten (10) working days in advance, and the Employer will make every reasonable effort to accommodate the request.

27.09 An employee with one year of continuous service who agrees to work for a period of at least six (6) months after the approved leave and who provides the Employer with proof that the employee has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act* shall receive the following allowances:

- (a) during the two (2) week waiting period under the *Employment Insurance Act*, seventy-five percent (75%) of the employee's regular rate of pay less any other monies earned during this period;
- (b) following the required waiting period and for a period not exceeding fifteen (15) continuous weeks, the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's regular rate of pay at the time adoption leave commences, less any other monies received during the period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

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

27.11 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 adoption leave allowance under 27.09 on a pro rata basis.

27.12 If both parents are employees, the benefits referred to in 27.09 shall apply to one employee only.

ARTICLE 28 - COURT LEAVE

28.01 (a) An employee is entitled to leave with pay when he/she is required to serve on a jury or to attend as a witness in any legal proceeding where the attendance of witnesses is compelled by law.

(b) An employee is not entitled to leave with pay where he/she is on leave of absence without pay or under suspension, or when the court or similar proceedings have been initiated by himself/herself or with respect to attending court or proceedings not associated with his/her employment to which he/she is made a party.

(c) Any fees received by an employee for attendance as a juror or witness shall be remitted to the Employer.

ARTICLE 29 – BEREAVEMENT/EMERGENCY LEAVE

29.01 "**Immediate Family**" is defined as spouse, father, mother, stepfather, stepmother, foster parent, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, stepchild or ward of the employee, and other persons living in the household of the employee. "For clarification purposes of this article spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee's partner."

29.02 An employee shall be granted bereavement leave without loss of pay:

- (a) in the event of the death of the employee's mother, father, stepfather, stepmother, foster parent, spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandchild, stepchild or ward of the employee for seven (7) consecutive calendar days which shall include the day of the funeral.
- (b) in the event of the death of employee's uncle, aunt, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, spouse's grandparents or other relative living in the immediate household, for five (5) consecutive calendar days which shall include the day of the funeral.
- (c) an employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse, niece or nephew, without loss of pay, for a maximum of one (1) calendar day which must be date of the funeral.

29.03 An employee may be granted up to three (3) additional working days' leave without loss of pay at the discretion of the Employer for the purpose of travel to attend the funeral of a relative set out in 29.01 or to carry out executor/ administrator of estate duties which the employee may be obliged to perform following the death of such relative.

29.04 Emergency leave not exceeding five (5) working days may be granted

- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
- (b) where circumstances not directly attributable to the employee prevent him/her from reporting for duty;
or
- (c) under such other circumstances as the Employer may approve.

ARTICLE 30 - PALLBEARER LEAVE

30.01 One-half (½) day leave shall be granted to attend a funeral as pallbearer plus travelling time if necessary. The total leave is not to exceed one day.

ARTICLE 31 - LEAVE FOR INSTITUTE BUSINESS

- 31.01 (a) **Leave With Pay for Stewards** - A steward shall obtain the permission of his/her immediate supervisor before leaving 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 leave to an employee presenting a grievance to meet with the Employer. Where such meeting takes place within the employee's region, leave shall be with pay. Where such meeting takes place outside the employee's region, leave shall be without pay. Where a hearing is held at the final level of the Grievance Process, the grieving employee shall be granted time off with pay to attend that hearing.

31.02 Preparatory Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings. The Employer shall maintain the full salary and

benefits of an employee on leave of absence under this clause and the Institute shall then reimburse the Employer within ten (10) days of billing.

31.03 Contract Negotiations Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees for the purpose of attending contract negotiations meetings. However, employees will submit notification for such leave to their immediate supervisor as soon as the employees have become aware of the appropriate dates. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause and the Institute shall then reimburse the Employer within ten (10) days of billing, provided the Employer submits such billing within 30 days of signing of this Agreement.

31.04 Institute Training, Meetings and Conventions - Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend meetings, training and conventions of the Institute. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause and the Institute shall then reimburse the Employer within ten (10) days of billing.

31.05 Appointment of Stewards

The Employer acknowledges the right of the Institute to appoint Stewards from amongst members of the bargaining units for which the Institute is the certified bargaining agent.

31.06 The Institute shall notify the Employer in writing of the names of the Stewards.

ARTICLE 32 - EDUCATION LEAVE

32.01 Educational leave shall be governed by the provisions of Board of Management Education Leave Policy as amended from time to time. (Schedule D)

32.02 Subject to operational requirements and the needs of the Department, the Employer shall endeavour to ensure that attendance at conferences and seminars will be distributed in a fair and reasonable manner.

- (a) The parties to this Agreement recognize that attendance or participation at conferences, conventions, symposia, workshops and other gatherings of a similar nature contributes to the maintenance of high professional standards.
- (b) In order to benefit from an exchange of knowledge and experience, an employee may have the opportunity on occasion to attend conferences and conventions which are related to the employee's field of specialization, subject to operational constraints and financial limitations.
- (c) The Employer may deem an employee to be on duty status and, as required, in travel status to permit attendance at such gatherings. Reasonable expenses, including registration fees which arise from such attendance, may be granted.
- (d) An employee who attends a conference or convention at the request of the Employer to represent the interests of the Employer shall be deemed to be on duty and, as required, in travel status. The Employer shall pay the registration fees of the convention or conference the employee is required to attend.
- (e) An employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to his/her field of employment, may be deemed on

duty and, as required in travel status. In addition, the employee may be reimbursed for this payment of convention or conference registration fees.

32.03 Professional Development

- (a) The parties to this agreement share a desire to improve professional standards. The Employer shall endeavor to provide employees the opportunity on occasion:
 - (i) to attend continuing education courses recognized by licensing boards which are necessary to acquire credits required to complete or maintain licensure standards.
 - (ii) to participate in workshops, short courses or similar out-service programs to keep up-to-date with knowledge and skills in their respective fields,
 - (iii) to conduct research or perform work related to their normal research programs in institutions or locations other than those of the Employer,
 - (iv) to carry out research in the employee's field of specialization not specifically related to his/her assigned work projects when in the opinion of the Employer such research is needed to enable the employee to fill his/her present role more adequately.
- (b) Where the Employer approves, an employee shall receive leave without loss of pay in order to participate in the activities described in clause 32.03 (a).
- (c) An employee may apply at any time for professional development under this clause, and the Employer may select an employee at any time for such professional development.
- (d) When an employee is selected by the Employer for professional development under this clause, the Employer will consult with the employee before determining the location and duration of the program of work or studies to be undertaken.
- (e) An employee selected for professional development by the Employer under this clause shall continue to receive his/her normal compensation.
- (f) An employee on professional development approved under this clause shall be reimbursed for reasonable travel expenses and such other additional expenses as the Employer deems reasonable.

ARTICLE 33 - OTHER LEAVES OF ABSENCE

33.01 Upon application by an employee, the Employer may grant leave of absence with or without pay.

33.02 Employees in the bargaining unit shall have the right to apply for leave of absences without pay in accordance with the leave provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

33.03 Employees shall have the right to apply for one (1) day of leave of absence with pay per calendar year for family responsibility leave requiring the employee's direct attention. Such leave will not be unreasonably denied.

ARTICLE 34 - HEALTH AND SAFETY

34.01 Where the Employer deems it desirable in the interests of safety or health for employees to wear protective clothing or equipment, the wearing of such protective clothing or equipment shall be a condition of employment.

34.02 An employee required by the Employer to wear approved safety boots or safety shoes shall be reimbursed by the Employer the cost of one pair of safety boots or safety shoes up to a maximum of one hundred twenty-five dollars (\$125.00) per fiscal year, or two hundred fifty dollars (\$250.00) over a period of two (2) consecutive fiscal years; provided proof of purchase is produced by the employee.

34.03 Where an employee is required by the Employer to use or wear special equipment or apparel not already covered under this article for reasons of safety or health, the Employer shall supply the required equipment or protective apparel. The Employer shall make all reasonable provisions for the occupational safety and health of employees.

ENG.

34.04 The Employer shall provide:

- (i) Protective helmets;
- (ii) Nonprescription safety glasses; and
- (iii) Half (1/2) the cost of lens and frames for one pair of approved prescription safety glasses during a two (2) year period, where safety glasses are required. The total reimbursement by the Employer and current Health Plan shall not exceed the actual cost of the glasses.

ARTICLE 35 - EMPLOYEE BENEFIT PROGRAMS

35.01 Group Life Insurance

The Employer shall continue to participate in the existing group life insurance plan in force for employees on the same basis as at present.

35.02 Health and Dental Benefit Plans

- (a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the current Health Plan for all participating 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 the current basic Dental Plan or its equivalent, as agreed between the parties, for all participating 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.

35.03 Coverage on Retirement

Employees shall have the option to transfer their health care coverage on retirement to the Group Plan applicable or equivalent coverage as administered by the Employer for retired employees.

35.04 **Workers' Compensation Leave**

An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job shall receive the difference between the net salary* and the benefit that is paid by the Workers' Compensation Board for the disability. For the purpose of this Article, where the Workers' Compensation Board benefits are reduced by any Canada Pension Plan payments such payment shall be deemed to form part of the Workers' Compensation Board benefits.

*Net salary - Gross income less tax deductions, E.I., and C.P.P. deductions.

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

35.06 **Long Term Disability** - The Employer shall administer for the employees of this bargaining unit the Long Term Disability plan in effect.

35.07 **Employee and Family Assistance Program** - The parties recognize the benefits of the Employee and Family Assistance Program and agree to recommend the use of its services to members of the bargaining unit.

ARTICLE 36 - DISCONTINUANCE OF RETIREMENT ALLOWANCE AND LAYOFF ALLOWANCE

36.01 **Discontinuance of the Retirement Allowance**

- (a) Subject to the limitations below when an employee having a continuous service date falling before March 31, 2016 and continuous service of five (5) years or more dies, or retires due to disability or age, the Employer shall pay such employee or beneficiary a retirement allowance equal to five (5) days' pay for each year of service and parts thereof but not exceeding one hundred and twenty-five (125) days' pay, which when granted will be paid in a lump sum upon retirement at the employee's regular rate of pay.
- (b) When an employee having a continuous service date falling before March 31, 2016 and has a permanent disability and requests to retire, or when the Employer requires an employee to retire due to a permanent disability, or an employee terminates his/her employment due to permanent disability and in the absence of mutual agreement, a Board of Doctors, whose decision shall be final and binding on the parties to this Agreement, shall be composed as follows: one doctor appointed by the Institute, one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chairman. If the decision of the Board is that the employee has a permanent disability the said employee shall receive pay for any accumulative severance leave entitled to under this Article. The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the *Workers' Compensation Act* or the *Canada Pension Act*, a further Board decision under this Article shall not be required.
- (c) Employees having a continuous service date falling before March 31, 2016 and taking early retirement as provided for under the provisions of this Article and the Public Service Superannuation Plan shall be entitled to their retirement allowance.
- (d) The retirement allowance will be discontinued effective March 31, 2016. Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance. All other employees shall cease to accumulate service for the purpose of calculating the retirement allowance effective March 31, 2016.

- (e) Employees with a continuous service date falling before March 31, 2016 shall retain the years and parts thereof of continuous service accumulated up to March 30, 2016 for the purpose of calculating the retirement allowance.

36.02 Payment of Retirement Allowance

- (a) Any employee with a continuous service date falling before March 31, 2016 and who therefore remains eligible for a retirement allowance may select one of the following two options for the payment of their retirement allowance earned up to March 30, 2016:
 - (i) An immediate single lump sum payment based on the employee's years and parts thereof of continuous service and regular rate of pay on March 30, 2016; or
 - (ii) A single lump sum payment deferred to the time of the employee's retirement based on the employee's years and parts thereof of continuous service on March 30, 2016 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.
- (b) The immediate lump sum payment option in 36.02 (a) (i), is also available to employees with a continuous service falling before March 31, 2016 and who have not yet accumulated five years or more of continuous service.
- (c) An employee who selects an immediate lump sum payment under in 36.02 (a) (i), will not be eligible for any further retirement allowance payment at their retirement.
- (d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their years and parts thereof of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after March 31, 2016.
- (e) Employees will have until September 30, 2016 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by September 30, 2016, he or she will be deemed to have deferred his or her payment until retirement.
- (f) Notwithstanding that the retirement allowance will be discontinued effective March 31, 2016, an employee with a continuous service date falling before March 31, 2016 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the collective agreement and March 31, 2016 as follows:
 - (i) The employee will notify the employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance (the effective date for the discontinuance must fall between the date of signing and March 31, 2016 inclusively);
 - (ii) The single lump sum payment will be based on the employee's years and parts thereof of continuous service and rate of pay on the effective date the employee has selected;
 - (iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.

36.03 **Layoff Allowance**

- (a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after March 31, 2016 for all employees.
- (b) When an employee having continuous service of five years or more is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each year and parts thereof of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.
- (c) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date he or she was laid off, to the employee her beneficiary, or estate as the case may be.

36.04 During the five (5) year period prior to an employee's anticipated retirement, the Employer shall provide pre-retirement counselling.

36.05 At the option of the employee who has selected to defer payment to the time of the employee's retirement, the retirement allowance may be taken in the form of pre-retirement leave in accordance with Schedule E.

ARTICLE 37 - TRANSFER OF BENEFITS

37.01 **Transfer of Benefits** - Upon transfer from Parts II, III or IV of the Public Service

- (a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,
- (b) an employee is entitled to transfer unused vacation leave credits or to take cash in lieu, at the employee's option,
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision.

ARTICLE 38 - PART-TIME EMPLOYEE PROVISIONS

38.01 (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) vacation credits,
- (ii) sick leave credits,
- (iii) service credits for retirement allowance.

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

38.02 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 shall not be rescheduled nor shall the part-time employee be otherwise compensated.

38.03 Notwithstanding Article 19, 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 and provided his work performance is satisfactory to the Employer.

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

ARTICLE 39 - TECHNOLOGICAL CHANGE

39.01 **Definition** - A change in the Employer's operation directly related to the introduction of equipment or material which will result in changes in the employment status or significant change in working conditions of employees.

39.02 **Introduction** - The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public. Where technological change is to be implemented the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

39.03 **Notice**

(a) The Employer will give the Institute written notice of technological change at least (four) 4 months prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

(b) The written notice provided for in clause 39.03(a) will provide the following information:

(i) the nature and degree of change;

(ii) the anticipated date or dates on which the Employer plans to effect change;

(iii) the location or locations involved.

(c) As soon as reasonably practicable after notice is given, the Employer shall consult with the Institute concerning the effects of technological change referred to in clause 39.01 on each group of employees. Such consultation will include but not necessarily be limited to the following:

(i) the approximate number, class and location of employees likely to be affected by the change;

(ii) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

39.04 **Training** - 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. Time spent on such training shall be considered hours worked.

ARTICLE 40 - CONTRACTING OUT

ENG.

40.01 The Institute recognizes the right of the Employer to contract out work and services and in the event the Employer decides to contract out, the Employer agrees to give the Institute notice in writing at least nine (9) months prior to contracting out any work which may result in the layoff of an employee in the bargaining unit. Discussion will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment with the Employer for those affected.

ENG.

40.02 Where an employee is designated for layoff as a result of the Employer contracting out work of the bargaining unit and where that employee possesses the required qualifications for an identifiable vacant position of the same or lower level, the employee designated for layoff shall be given preference for the vacant position.

ENG.

40.03 Where an employee is designated for layoff as a result of the Employer contracting out work of the bargaining unit and there is an identifiable vacant position at the same or lower level for which the employee is required to take training in order to qualify for the position, such training shall be provided to the employee and the employee shall be given preference for the position.

ENG.

40.04 If after a reasonable period of time, not to exceed 18 months, the employee is unable or unwilling to acquire sufficient competence in the new position referred to in Article 40.03, the Employer shall make every reasonable effort to retain the employee in such position as may be available within the competence of the employee.

ENG.

40.05 Should contracting out of work result in the layoff of an employee, the affected employee shall be laid off in accordance with the layoff provisions of this agreement.

AG.

40.06 **Contracting Out** - The Institute recognizes the right of the Employer to contract out work and services, and in the event the Employer decides to contract out the Employer agrees to give the union notice in writing at least six (6) months prior to contracting out any work which may result in the layoff of any employee in the bargaining unit. Discussion will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for those affected within the Government.

VET.

40.07 In the event the Employer decides to contract out, the Employer agrees to give the Institute notice in writing, at least six (6) months prior to contracting out any work, which may result in the layoff of any employee in the bargaining unit. Discussions will commence between the parties within ten (10) days of such notice and every reasonable effort will be made to provide continuing employment for affected employees with the contractor.

ARTICLE 41- SENIORITY

41.01 Seniority for the purpose of this agreement is defined as the length of service, subject to Article 41.04 (a) and (b), from date of hiring as an employee as defined in the collective agreement.

41.02 A seniority list showing name, classification, total days of seniority, commencement date and work location shall be posted on appropriate bulletin boards during February of each year; the list shall be by order of seniority. Employees may request a review of their placement on the seniority list within thirty (30) days of its posting.

41.03 **Calculation of Seniority** - When an employee has been employed on a casual or temporary basis and is subsequently appointed to a position in the Bargaining Unit such employee shall have his/her seniority dated back to the date of hiring on a casual or temporary basis, provided he/she has not had a break in service for more than 30 working days.

41.04 (a) An employee will retain previous seniority but will not accumulate additional seniority when on a continuous period of absence from work exceeding one half (1/2) the number of working days in any one month due to:

- (i) leave of absence without pay;
- (ii) suspension from duty; or
- (iii) lay off not in excess of 12 months

(b) An employee shall lose seniority rights and cease to be an employee in the event:

- (i) he/she tenders his written resignation or retires;
- (ii) he/she is discharged and not reinstated;
- (iii) he/she has been laid off for a period in excess of twelve (12) continuous months;
- (iv) he/she is absent from work for five (5) consecutive working days without notifying his/her immediate supervisor giving a satisfactory reason for such leave;
- (v) when called back from layoff, he/she fails to report to work within fourteen (14) calendar days of notice sent by registered mail to the address on record with the Employer except in the case of an employee called back for work of a casual or short term duration at a time when he/she is employed elsewhere in which case refusal of employment will not result in loss of seniority rights.

41.05 Where an employee is excluded from the Bargaining Unit by the Labour and Employment Board and later returns to the Bargaining Unit, the employee will have seniority calculated as if he/she never left the Bargaining Unit.

ARTICLE 42 - PROFESSIONAL LIABILITY

42.01 The Employer assumes the responsibility to defend, negotiate or settle claims in which an employee's negligence is concerned, and also to pay damages when necessary provided the employee has acted within the scope of his employment. The Employer agrees that this undertaking to defend and hold harmless will survive this Collective Agreement and continue to bind the Employer in the future, notwithstanding that an employee hereunder has ceased to be an employee.

ARTICLE 43 - OVERTIME

VET.

43.01 Where an employee responds to an emergency call he/she shall be paid for time expended in response to the emergency call at the overtime rate. An emergency call is defined for the purpose of this Article to be any call received and responded to by an employee during the following periods:

- (a) On Saturdays, Sundays, or Holidays, or
- (b) Prior to 7:30 a.m. on any weekday, or

(c) Subsequent to 4:00 p.m. on any weekday.

VET.

43.02 Time expended by an employee in response to an emergency call shall include his/her travel time.

VET.

43.03 Overtime shall be compensated for in the following manner: The employee shall be paid overtime at the rate of time and one-half (1½) the employee's regular hourly rate and for a minimum of two (2) hours per emergency call-out. Any additional emergency calls attended subsequent to the initial emergency call but handled during a single call-out shall not be eligible for the two (2) hours minimum payment. In calculating overtime entitlement, time expended in excess of two (2) hours shall be rounded off to the next half (½) hour.

VET.

43.04 Upon application by the employee and at the discretion of the Employer compensation earned under this article may be taken in the form of compensatory leave, which will be calculated at the applicable premium rate laid down in this article. Compensatory leave earned in a fiscal year must be taken in that same fiscal year.

ARTICLE 44 - STANDBY

VET.

44.01 Where an employee is designated to standby during a specific week (7 consecutive days for a total of 131.75 hours standby) on the instruction of management, such employee so designated for standby duty shall receive supplementary compensation at the rate of:

\$2.80 per hour for each hour of standby for the first twenty-five hundred (2500) hours for the year, and

\$3.80 per hour for each hour of standby for all hours above twenty-five hundred (2500) hours for the year.

Such rates shall increase by the same percentage and be effective on the same dates as the negotiated wage settlements of this collective agreement.

44.02 An employee designated for standby under 44.01 above, shall be available during his/her period of standby duty at a known telephone number, and be able to report for duty as quickly as possible if called. Standby duty shall encompass all hours during a week that are outside of the employee's normal working hours.

ARTICLE 45 - DURATION AND TERMINATION

45.01 This agreement shall be for a term commencing June 1, 2019 and ending May 31, 2022 unless otherwise specifically provided for in this agreement.

45.02 This Agreement shall remain in full force and effect 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*.

45.03 **Pay Entitlement of Former Employees** - Where the parties have negotiated a retroactive pay increase, persons who ceased to be employees during the retroactive period are entitled to the retroactive pay except in the case where an employee is discharged or abandons his position.

45.04 When an employee who is entitled to receive pay or retirement allowance dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS 18 DAY OF AUGUST, 2022.

FOR THE EMPLOYER:

Hon. Ernie Steeves

Hon. Jill Green

Neil Jacobson

Suzanne Pelletier-Wood

Julie Scovil

Shubra Agarwal

Greg Sweetland

Joel Bragdon

Ahmed Dassouki

Jean-Yves Bernard

FOR THE INSTITUTE:

John Michael McPhee

Michael Pauley

Duncan Fraser

David Dykstra

Carl Dingee

Pierre Ouellet

Jenn Carr

SCHEDULE A
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)

Engineer 2
Land Surveyor 2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2287.43	2315.16	2343.30	2371.77	2400.56	2429.70	2459.22	2489.16	2519.34	2549.93	2580.92	2612.25	2643.97	2676.10	2708.62	2741.56	2774.84
Dec. 01/19	2310.30	2338.31	2366.73	2395.49	2424.57	2454.00	2483.81	2514.05	2544.53	2575.43	2606.73	2638.37	2670.41	2702.86	2735.71	2768.98	2802.59
June 01/20	2333.40	2361.69	2390.40	2419.44	2448.82	2478.54	2508.65	2539.19	2569.98	2601.18	2632.80	2664.75	2697.11	2729.89	2763.07	2796.67	2830.62
Dec. 01/20	2356.73	2385.31	2414.30	2443.63	2473.31	2503.33	2533.74	2564.58	2595.68	2627.19	2659.13	2691.40	2724.08	2757.19	2790.70	2824.64	2858.93
June 01/21	2380.30	2409.16	2438.44	2468.07	2498.04	2528.36	2559.08	2590.23	2621.64	2653.46	2685.72	2718.31	2751.32	2784.76	2818.61	2852.89	2887.52
Dec. 01/21	2404.10	2433.25	2462.82	2492.75	2523.02	2553.64	2584.67	2616.13	2647.86	2679.99	2712.58	2745.49	2778.83	2812.61	2846.80	2881.42	2916.40
								Control									
								Point									
								Max.									
	18	19	20	21	22	23	24	25	26	27	28	29					
June 01/19	2808.54	2842.62	2877.19	2912.10	2947.47	2983.30	3019.50	3056.17	3092.91	3130.00	3167.54	3205.60					
Dec. 01/19	2836.63	2871.05	2905.96	2941.22	2976.94	3013.13	3049.70	3086.73	3123.84	3161.30	3199.22	3237.66					
June 01/20	2865.00	2899.76	2935.02	2970.63	3006.71	3043.26	3080.20	3117.60	3155.08	3192.91	3231.21	3270.04					
Dec. 01/20	2893.65	2928.76	2964.37	3000.34	3036.78	3073.69	3111.00	3148.78	3186.63	3224.84	3263.52	3302.74					
June 01/21	2922.59	2958.05	2994.01	3030.34	3067.15	3104.43	3142.11	3180.27	3218.50	3257.09	3296.16	3335.77					
Dec. 01/21	2951.82	2987.63	3023.95	3060.64	3097.82	3135.47	3173.53	3212.07	3250.69	3289.66	3329.12	3369.13					

SCHEDULE A
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)

Engineer 5 / Architect 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2988.71	3025.04	3061.77	3098.94	3136.61	3174.67	3213.23	3252.26	3291.77	3331.75	3372.25	3413.16	3454.58	3496.61	3539.04	3582.01	3625.52
Dec. 01/19	3018.60	3055.29	3092.39	3129.93	3167.98	3206.42	3245.36	3284.78	3324.69	3365.07	3405.97	3447.29	3489.13	3531.58	3574.43	3617.83	3661.78
June 01/20	3048.79	3085.84	3123.31	3161.23	3199.66	3238.48	3277.81	3317.63	3357.94	3398.72	3440.03	3481.76	3524.02	3566.90	3610.17	3654.01	3698.40
Dec. 01/20	3079.28	3116.70	3154.54	3192.84	3231.66	3270.86	3310.59	3350.81	3391.52	3432.71	3474.43	3516.58	3559.26	3602.57	3646.27	3690.55	3735.38
June 01/21	3110.07	3147.87	3186.09	3224.77	3263.98	3303.57	3343.70	3384.32	3425.44	3467.04	3509.17	3551.75	3594.85	3638.60	3682.73	3727.46	3772.73
Dec. 01/21	3141.17	3179.35	3217.95	3257.02	3296.62	3336.61	3377.14	3418.16	3459.69	3501.71	3544.26	3587.27	3630.80	3674.99	3719.56	3764.73	3810.46

						Control											
						Point				Disc.							
						Max.				Max.							
	18	19	20	21	22	23	24	25	26	27							
June 01/19	3669.52	3714.14	3759.21	3804.89	3851.13	3897.91	3944.68	3992.01	4039.89	4088.36							
Dec. 01/19	3706.22	3751.28	3796.80	3842.94	3889.64	3936.89	3984.13	4031.93	4080.29	4129.24							
June 01/20	3743.28	3788.79	3834.77	3881.37	3928.54	3976.26	4023.97	4072.25	4121.09	4170.53							
Dec. 01/20	3780.71	3826.68	3873.12	3920.18	3967.83	4016.02	4064.21	4112.97	4162.30	4212.24							
June 01/21	3818.52	3864.95	3911.85	3959.38	4007.51	4056.18	4104.85	4154.10	4203.92	4254.36							
Dec. 01/21	3856.71	3903.60	3950.97	3998.97	4047.59	4096.74	4145.90	4195.64	4245.96	4296.90							

**SCHEDULE A
VETERINARY
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)**

May 31/2022 15% Resourcing Adjustment

Veterinarian 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2270.65	2298.27	2326.15	2354.45	2383.02	2411.91	2441.25	2470.88	2500.90	2531.29	2561.94	2593.14	2624.65	2656.54	2688.77	2721.40	2754.49
Dec. 01/19	2293.36	2321.25	2349.41	2377.99	2406.85	2436.03	2465.66	2495.59	2525.91	2556.60	2587.56	2619.07	2650.90	2683.11	2715.66	2748.61	2782.03
June 01/20	2316.29	2344.46	2372.90	2401.77	2430.92	2460.39	2490.32	2520.55	2551.17	2582.17	2613.44	2645.26	2677.41	2709.94	2742.82	2776.10	2809.85
Dec. 01/20	2339.45	2367.90	2396.63	2425.79	2455.23	2484.99	2515.22	2545.76	2576.68	2607.99	2639.57	2671.71	2704.18	2737.04	2770.25	2803.86	2837.95
June 01/21	2362.84	2391.58	2420.60	2450.05	2479.78	2509.84	2540.37	2571.22	2602.45	2634.07	2665.97	2698.43	2731.22	2764.41	2797.95	2831.90	2866.33
Dec. 01/21	2386.47	2415.50	2444.81	2474.55	2504.58	2534.94	2565.77	2596.93	2628.47	2660.41	2692.63	2725.41	2758.53	2792.05	2825.93	2860.22	2894.99
May 31/22	2744.44	2777.83	2811.53	2845.73	2880.27	2915.18	2950.64	2986.47	3022.74	3059.47	3096.52	3134.22	3172.31	3210.86	3249.82	3289.25	3329.24

				Control Point Max.					Disc. Max.								
	18	19	20	21	22	23	24	25									
June 01/19	2787.95	2821.85	2856.07	2890.78	2925.48	2960.58	2996.09	3032.06									
Dec. 01/19	2815.83	2850.07	2884.63	2919.69	2954.73	2990.19	3026.05	3062.38									
June 01/20	2843.99	2878.57	2913.48	2948.89	2984.28	3020.09	3056.31	3093.00									
Dec. 01/20	2872.43	2907.36	2942.61	2978.38	3014.12	3050.29	3086.87	3123.93									
June 01/21	2901.15	2936.43	2972.04	3008.16	3044.26	3080.79	3117.74	3155.17									
Dec. 01/21	2930.16	2965.79	3001.76	3038.24	3074.70	3111.60	3148.92	3186.72									
May 31/22	3369.68	3410.66	3452.02	3493.98	3535.91	3578.34	3621.26	3664.73									

SCHEDULE A

VETERINARY

BIWEEKLY RATES OF PAY

(36.25 HOURS/WEEK)

May 31/2022 15% Resourcing Adjustment

Veterinarian 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2781.48	2815.27	2849.46	2884.12	2919.07	2954.57	2990.38	3026.73	3063.56	3100.71	3138.37	3176.51	3215.12	3254.09	3293.63	3333.67	3374.12
Dec. 01/19	2809.29	2843.42	2877.95	2912.96	2948.26	2984.12	3020.28	3057.00	3094.20	3131.72	3169.75	3208.28	3247.27	3286.63	3326.57	3367.01	3407.86
June 01/20	2837.38	2871.85	2906.73	2942.09	2977.74	3013.96	3050.48	3087.57	3125.14	3163.04	3201.45	3240.36	3279.74	3319.50	3359.84	3400.68	3441.94
Dec. 01/20	2865.75	2900.57	2935.80	2971.51	3007.52	3044.10	3080.98	3118.45	3156.39	3194.67	3233.46	3272.76	3312.54	3352.70	3393.44	3434.69	3476.36
June 01/21	2894.41	2929.58	2965.16	3001.23	3037.60	3074.54	3111.79	3149.63	3187.95	3226.62	3265.79	3305.49	3345.67	3386.23	3427.37	3469.04	3511.12
Dec. 01/21	2923.35	2958.88	2994.81	3031.24	3067.98	3105.29	3142.91	3181.13	3219.83	3258.89	3298.45	3338.54	3379.13	3420.09	3461.64	3503.73	3546.23
May 31/22	3361.85	3402.71	3444.03	3485.93	3528.18	3571.08	3614.35	3658.30	3702.80	3747.72	3793.22	3839.32	3886.00	3933.10	3980.89	4029.29	4078.16
						Control											
						Point											
						Max.											
	18	19	20	21	22	23	24	25	26	27							
June 01/19	3415.15	3456.55	3498.61	3541.09	3584.10	3627.67	3671.18	3715.30	3759.84	3804.97							
Dec. 01/19	3449.30	3491.12	3533.60	3576.50	3619.94	3663.95	3707.89	3752.45	3797.44	3843.02							
June 01/20	3483.79	3526.03	3568.94	3612.27	3656.14	3700.59	3744.97	3789.97	3835.41	3881.45							
Dec. 01/20	3518.63	3561.29	3604.63	3648.39	3692.70	3737.60	3782.42	3827.87	3873.76	3920.26							
June 01/21	3553.82	3596.90	3640.68	3684.87	3729.63	3774.98	3820.24	3866.15	3912.50	3959.46							
Dec. 01/21	3589.36	3632.87	3677.09	3721.72	3766.93	3812.73	3858.44	3904.81	3951.63	3999.05							
May 31/22	4127.76	4177.80	4228.65	4279.98	4331.97	4384.64	4437.21	4490.53	4544.37	4598.91							

SCHEDULE A

VETERINARY

BIWEEKLY RATES OF PAY

(36.25 HOURS/WEEK)

May 31/2022 15% Resourcing Adjustment

Veterinarian 4

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	3091.80	3129.31	3167.35	3205.81	3244.73	3284.17	3324.04	3364.39	3405.28	3446.63	3488.49	3530.88	3573.76	3617.13	3661.07	3705.52	3750.51
Dec. 01/19	3122.72	3160.60	3199.02	3237.87	3277.18	3317.01	3357.28	3398.03	3439.33	3481.10	3523.37	3566.19	3609.50	3653.30	3697.68	3742.58	3788.02
June 01/20	3153.95	3192.21	3231.01	3270.25	3309.95	3350.18	3390.85	3432.01	3473.72	3515.91	3558.60	3601.85	3645.60	3689.83	3734.66	3780.01	3825.90
Dec. 01/20	3185.49	3224.13	3263.32	3302.95	3343.05	3383.68	3424.76	3466.33	3508.46	3551.07	3594.19	3637.87	3682.06	3726.73	3772.01	3817.81	3864.16
June 01/21	3217.34	3256.37	3295.95	3335.98	3376.48	3417.52	3459.01	3500.99	3543.54	3586.58	3630.13	3674.25	3718.88	3764.00	3809.73	3855.99	3902.80
Dec. 01/21	3249.51	3288.93	3328.91	3369.34	3410.24	3451.70	3493.60	3536.00	3578.98	3622.45	3666.43	3710.99	3756.07	3801.64	3847.83	3894.55	3941.83
May 31/22	3736.94	3782.27	3828.25	3874.74	3921.78	3969.46	4017.64	4066.40	4115.83	4165.82	4216.39	4267.64	4319.48	4371.89	4425.00	4478.73	4533.10

						Control											
						Point					Disc.						
						Max.					Max.						
	18	19	20	21	22	23	24	25	26	27							
June 01/19	3796.12	3842.18	3888.85	3936.10	3983.92	4032.28	4080.70	4129.67	4179.18	4229.29							
Dec. 01/19	3834.08	3880.60	3927.74	3975.46	4023.76	4072.60	4121.51	4170.97	4220.97	4271.58							
June 01/20	3872.42	3919.41	3967.02	4015.21	4064.00	4113.33	4162.73	4212.68	4263.18	4314.30							
Dec. 01/20	3911.14	3958.60	4006.69	4055.36	4104.64	4154.46	4204.36	4254.81	4305.81	4357.44							
June 01/21	3950.25	3998.19	4046.76	4095.91	4145.69	4196.00	4246.40	4297.36	4348.87	4401.01							
Dec. 01/21	3989.75	4038.17	4087.23	4136.87	4187.15	4237.96	4288.86	4340.33	4392.36	4445.02							
May 31/22	4588.21	4643.90	4700.31	4757.40	4815.22	4873.65	4932.19	4991.38	5051.21	5111.77							

SCHEDULE A
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)

Architect 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2194.95	2221.62	2248.66	2275.96	2303.58	2331.56	2359.89	2388.54	2417.54	2446.90	2476.69	2506.70	2537.14	2568.03	2599.11	2630.71	2662.65
Dec. 01/19	2216.90	2243.84	2271.15	2298.72	2326.62	2354.88	2383.49	2412.43	2441.72	2471.37	2501.46	2531.77	2562.51	2593.71	2625.10	2657.02	2689.28
June 01/20	2239.07	2266.28	2293.86	2321.71	2349.89	2378.43	2407.32	2436.55	2466.14	2496.08	2526.47	2557.09	2588.14	2619.65	2651.35	2683.59	2716.17
Dec. 01/20	2261.46	2288.94	2316.80	2344.93	2373.39	2402.21	2431.39	2460.92	2490.80	2521.04	2551.73	2582.66	2614.02	2645.85	2677.86	2710.43	2743.33
June 01/21	2284.07	2311.83	2339.97	2368.38	2397.12	2426.23	2455.70	2485.53	2515.71	2546.25	2577.25	2608.49	2640.16	2672.31	2704.64	2737.53	2770.76
Dec. 01/21	2306.91	2334.95	2363.37	2392.06	2421.09	2450.49	2480.26	2510.39	2540.87	2571.71	2603.02	2634.57	2666.56	2699.03	2731.69	2764.91	2798.47
				Control													
				Point													
				Max.													
	18	19	20	21	22	23	24	25									
June 01/19	2695.00	2727.78	2760.87	2794.41	2827.97	2861.89	2896.25	2930.97									
Dec. 01/19	2721.95	2755.06	2788.48	2822.35	2856.25	2890.51	2925.21	2960.28									
June 01/20	2749.17	2782.61	2816.36	2850.57	2884.81	2919.42	2954.46	2989.88									
Dec. 01/20	2776.66	2810.44	2844.52	2879.08	2913.66	2948.61	2984.00	3019.78									
June 01/21	2804.43	2838.54	2872.97	2907.87	2942.80	2978.10	3013.84	3049.98									
Dec. 01/21	2832.47	2866.93	2901.70	2936.95	2972.23	3007.88	3043.98	3080.48									

**SCHEDULE A
AGRICULTURE
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)**

Agriculturist 2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2162.53	2188.78	2215.39	2242.34	2269.53	2297.09	2325.01	2353.25	2381.81	2410.76	2440.04	2469.65	2499.63	2530.05	2560.71	2591.78	2623.30
Dec. 01/19	2184.16	2210.67	2237.54	2264.76	2292.23	2320.06	2348.26	2376.78	2405.63	2434.87	2464.44	2494.35	2524.63	2555.35	2586.32	2617.70	2649.53
June 01/20	2206.00	2232.78	2259.92	2287.41	2315.15	2343.26	2371.74	2400.55	2429.69	2459.22	2489.08	2519.29	2549.88	2580.90	2612.18	2643.88	2676.03
Dec. 01/20	2228.06	2255.11	2282.52	2310.28	2338.30	2366.69	2395.46	2424.56	2453.99	2483.81	2513.97	2544.48	2575.38	2606.71	2638.30	2670.32	2702.79
June 01/21	2250.34	2277.66	2305.35	2333.38	2361.68	2390.36	2419.41	2448.81	2478.53	2508.65	2539.11	2569.92	2601.13	2632.78	2664.68	2697.02	2729.82
Dec. 01/21	2272.84	2300.44	2328.40	2356.71	2385.30	2414.26	2443.60	2473.30	2503.32	2533.74	2564.50	2595.62	2627.14	2659.11	2691.33	2723.99	2757.12
				Control													
				Point					Disc.								
				Max.					Max.								
	18	19	20	21	22	23	24	25									
June 01/19	2655.18	2687.47	2720.07	2753.12	2786.15	2819.60	2853.43	2887.68									
Dec. 01/19	2681.73	2714.34	2747.27	2780.65	2814.01	2847.80	2881.96	2916.56									
June 01/20	2708.55	2741.48	2774.74	2808.46	2842.15	2876.28	2910.78	2945.73									
Dec. 01/20	2735.64	2768.89	2802.49	2836.54	2870.57	2905.04	2939.89	2975.19									
June 01/21	2763.00	2796.58	2830.51	2864.91	2899.28	2934.09	2969.29	3004.94									
Dec. 01/21	2790.63	2824.55	2858.82	2893.56	2928.27	2963.43	2998.98	3034.99									

**SCHEDULE A
AGRICULTURE
BIWEEKLY RATES OF PAY
(36.25 HOURS/WEEK)**

Agriculturist 4

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2649.03	2681.19	2713.78	2746.79	2780.10	2813.89	2848.02	2882.61	2917.69	2953.08	2988.97	3025.28	3062.00	3099.15	3136.79	3174.90	3213.51
Dec. 01/19	2675.52	2708.00	2740.92	2774.26	2807.90	2842.03	2876.50	2911.44	2946.87	2982.61	3018.86	3055.53	3092.62	3130.14	3168.16	3206.65	3245.65
June 01/20	2702.28	2735.08	2768.33	2802.00	2835.98	2870.45	2905.27	2940.55	2976.34	3012.44	3049.05	3086.09	3123.55	3161.44	3199.84	3238.72	3278.11
Dec. 01/20	2729.30	2762.43	2796.01	2830.02	2864.34	2899.15	2934.32	2969.96	3006.10	3042.56	3079.54	3116.95	3154.79	3193.05	3231.84	3271.11	3310.89
June 01/21	2756.59	2790.05	2823.97	2858.32	2892.98	2928.14	2963.66	2999.66	3036.16	3072.99	3110.34	3148.12	3186.34	3224.98	3264.16	3303.82	3344.00
Dec. 01/21	2784.16	2817.95	2852.21	2886.90	2921.91	2957.42	2993.30	3029.66	3066.52	3103.72	3141.44	3179.60	3218.20	3257.23	3296.80	3336.86	3377.44

						Control Point Max.					Disc. Max.						
	18	19	20	21	22	23	24	25	26	27							
June 01/19	3252.51	3291.98	3331.98	3372.50	3413.40	3454.91	3496.37	3538.34	3580.78	3623.76							
Dec. 01/19	3285.04	3324.90	3365.30	3406.23	3447.53	3489.46	3531.33	3573.72	3616.59	3660.00							
June 01/20	3317.89	3358.15	3398.95	3440.29	3482.01	3524.35	3566.64	3609.46	3652.76	3696.60							
Dec. 01/20	3351.07	3391.73	3432.94	3474.69	3516.83	3559.59	3602.31	3645.55	3689.29	3733.57							
June 01/21	3384.58	3425.65	3467.27	3509.44	3552.00	3595.19	3638.33	3682.01	3726.18	3770.91							
Dec. 01/21	3418.43	3459.91	3501.94	3544.53	3587.52	3631.14	3674.71	3718.83	3763.44	3808.62							

SCHEDULE B

VETERINARY

BIWEEKLY RATES OF PAY

(40 HOURS/WEEK)

May 31/2022 15% Resourcing Adjustment

Veterinarian 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	3069.22	3106.50	3144.23	3182.48	3221.04	3260.22	3299.73	3339.84	3380.48	3421.47	3463.03	3505.11	3547.72	3590.72	3634.35	3678.53	3723.17
Dec. 01/19	3099.91	3137.57	3175.67	3214.30	3253.25	3292.82	3332.72	3373.24	3414.29	3455.69	3497.66	3540.17	3583.19	3626.63	3670.70	3715.32	3760.40
June 01/20	3130.90	3168.94	3207.43	3246.44	3285.78	3325.75	3366.05	3406.97	3448.43	3490.25	3532.63	3575.57	3619.02	3662.90	3707.41	3752.47	3798.00
Dec. 01/20	3162.21	3200.63	3239.50	3278.91	3318.64	3359.01	3399.70	3441.05	3482.91	3525.15	3567.96	3611.32	3655.22	3699.53	3744.49	3790.00	3835.98
June 01/21	3193.83	3232.64	3271.90	3311.70	3351.83	3392.60	3433.70	3475.45	3517.74	3560.41	3603.63	3647.44	3691.77	3736.53	3781.93	3827.91	3874.34
Dec. 01/21	3225.77	3264.97	3304.62	3344.82	3385.36	3426.53	3468.04	3510.21	3552.92	3596.02	3639.67	3683.91	3728.70	3773.89	3819.74	3866.18	3913.08
May 31/22	3709.63	3754.71	3800.31	3846.54	3893.16	3940.50	3988.25	4036.74	4085.85	4135.42	4185.62	4236.49	4288.00	4339.97	4392.71	4446.11	4500.04
						Control											
						Point											
						Max.											
	18	19	20	21	22	23	24	25	26	27							
June 01/19	3768.44	3814.12	3860.54	3907.41	3954.87	4002.95	4050.96	4099.64	4148.79	4198.59							
Dec. 01/19	3806.12	3852.27	3899.14	3946.48	3994.42	4042.98	4091.46	4140.63	4190.28	4240.57							
June 01/20	3844.18	3890.79	3938.14	3985.95	4034.36	4083.41	4132.38	4182.04	4232.18	4282.98							
Dec. 01/20	3882.63	3929.70	3977.52	4025.81	4074.70	4124.25	4173.70	4223.86	4274.49	4325.80							
June 01/21	3921.46	3968.99	4017.30	4066.06	4115.45	4165.50	4215.44	4266.10	4317.24	4369.06							
Dec. 01/21	3960.67	4008.68	4057.48	4106.73	4156.61	4207.15	4257.59	4308.76	4360.42	4412.74							
May 31/22	4554.77	4609.99	4666.10	4722.74	4780.10	4838.22	4896.23	4955.07	5014.48	5074.66							

SCHEDULE B
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(40 HOURS/WEEK)

Architect 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2422.01	2451.44	2481.28	2511.40	2541.88	2572.76	2604.02	2635.63	2667.63	2700.03	2732.90	2766.01	2799.60	2833.69	2867.98	2902.85	2938.10
Dec. 01/19	2446.23	2475.96	2506.10	2536.52	2567.30	2598.49	2630.06	2661.99	2694.31	2727.03	2760.23	2793.68	2827.60	2862.02	2896.66	2931.88	2967.48
June 01/20	2470.70	2500.72	2531.16	2561.89	2592.98	2624.47	2656.35	2688.61	2721.26	2754.30	2787.83	2821.62	2855.88	2890.65	2925.63	2961.20	2997.15
Dec. 01/20	2495.40	2525.73	2556.47	2587.51	2618.91	2650.71	2682.91	2715.50	2748.47	2781.84	2815.70	2849.83	2884.44	2919.56	2954.88	2990.82	3027.12
June 01/21	2520.35	2550.98	2582.04	2613.38	2645.10	2677.22	2709.74	2742.65	2775.96	2809.66	2843.86	2878.33	2913.28	2948.76	2984.43	3020.72	3057.39
Dec. 01/21	2545.56	2576.50	2607.86	2639.51	2671.55	2703.99	2736.84	2770.09	2803.72	2837.75	2872.30	2907.11	2942.41	2978.24	3014.28	3050.94	3087.97
				Control													
				Point				Disc.									
				Max.				Max.									
	18	19	20	21	22	23	24	25									
June 01/19	2973.79	3009.96	3046.48	3083.49	3120.52	3157.95	3195.86	3234.17									
Dec. 01/19	3003.53	3040.07	3076.94	3114.32	3151.72	3189.53	3227.82	3266.52									
June 01/20	3033.57	3070.47	3107.71	3145.46	3183.24	3221.43	3260.09	3299.18									
Dec. 01/20	3063.90	3101.18	3138.78	3176.92	3215.07	3253.64	3292.69	3332.17									
June 01/21	3094.54	3132.18	3170.17	3208.68	3247.23	3286.18	3325.62	3365.50									
Dec. 01/21	3125.48	3163.51	3201.88	3240.77	3279.70	3319.04	3358.87	3399.15									

SCHEDULE C
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(45 HOURS/WEEK)

Engineer 2
Land Surveyor 2

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2839.57	2873.99	2908.92	2944.27	2980.01	3016.18	3052.82	3089.99	3127.46	3165.43	3203.90	3242.79	3282.17	3322.06	3362.42	3403.32	3444.63
Dec. 01/19	2867.96	2902.73	2938.01	2973.71	3009.81	3046.34	3083.35	3120.89	3158.73	3197.09	3235.94	3275.22	3314.99	3355.27	3396.05	3437.35	3479.08
June 01/20	2896.63	2931.75	2967.39	3003.44	3039.91	3076.81	3114.19	3152.10	3190.32	3229.05	3268.30	3307.97	3348.14	3388.83	3430.02	3471.73	3513.87
Dec. 01/20	2925.60	2961.07	2997.06	3033.47	3070.32	3107.58	3145.33	3183.62	3222.22	3261.34	3300.99	3341.05	3381.62	3422.72	3464.32	3506.45	3549.02
June 01/21	2954.86	2990.68	3027.03	3063.81	3101.02	3138.65	3176.79	3215.46	3254.45	3293.95	3334.00	3374.45	3415.43	3456.94	3498.96	3541.52	3584.51
Dec. 01/21	2984.40	3020.59	3057.29	3094.45	3132.02	3170.04	3208.56	3247.61	3287.00	3326.88	3367.34	3408.19	3449.58	3491.52	3533.96	3576.94	3620.36

								Control										
								Point					Disc.					
								Max.					Max.					
	18	19	20	21	22	23	24	25	26	27	28	29						
June 01/19	3486.46	3528.77	3571.68	3615.02	3658.93	3703.41	3748.34	3793.87	3839.47	3885.52	3932.12	3979.37						
Dec. 01/19	3521.33	3564.06	3607.40	3651.17	3695.51	3740.44	3785.83	3831.80	3877.87	3924.37	3971.45	4019.16						
June 01/20	3556.55	3599.70	3643.47	3687.68	3732.47	3777.84	3823.70	3870.12	3916.65	3963.61	4011.16	4059.36						
Dec. 01/20	3592.12	3635.70	3679.91	3724.56	3769.80	3815.62	3861.93	3908.83	3955.82	4003.25	4051.27	4099.95						
June 01/21	3628.04	3672.06	3716.70	3761.80	3807.50	3853.78	3900.55	3947.92	3995.38	4043.28	4091.78	4140.96						
Dec. 01/21	3664.33	3708.78	3753.87	3799.42	3845.57	3892.31	3939.55	3987.40	4035.34	4083.72	4132.70	4182.37						

SCHEDULE C																	
ENGINEERING, LAND SURVEYING AND ARCHITECTURE																	
BIWEEKLY RATES OF PAY																	
(45 HOURS/WEEK)																	
Engineer 4																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	3452.87	3494.82	3537.26	3580.29	3623.67	3667.74	3712.20	3757.32	3803.04	3849.16	3895.91	3943.25	3991.18	4039.56	4088.64	4138.35	4188.56
Dec. 01/19	3487.39	3529.76	3572.63	3616.09	3659.91	3704.42	3749.31	3794.90	3841.08	3887.65	3934.86	3982.69	4031.09	4079.95	4129.54	4179.74	4230.45
June 01/20	3522.26	3565.06	3608.35	3652.25	3696.50	3741.47	3786.80	3832.85	3879.48	3926.53	3974.21	4022.52	4071.40	4120.76	4170.84	4221.53	4272.75
Dec. 01/20	3557.48	3600.71	3644.44	3688.77	3733.47	3778.88	3824.66	3871.18	3918.28	3965.80	4013.95	4062.74	4112.12	4161.97	4212.55	4263.75	4315.48
June 01/21	3593.06	3636.72	3680.89	3725.66	3770.81	3816.67	3862.91	3909.89	3957.46	4005.46	4054.08	4103.37	4153.25	4203.60	4254.67	4306.39	4358.63
Dec. 01/21	3628.99	3673.09	3717.70	3762.92	3808.53	3854.84	3901.54	3948.99	3997.03	4045.52	4094.63	4144.39	4194.78	4245.63	4297.21	4349.46	4402.22
						Control											
						Point						Disc.					
						Max.						Max.					
	18	19	20	21	22	23	24	25	26	27							
June 01/19	4239.50	4290.89	4343.10	4395.84	4449.23	4503.31	4557.33	4612.10	4667.39	4723.41							
Dec. 01/19	4281.89	4333.80	4386.54	4439.79	4493.72	4548.35	4602.90	4658.21	4714.06	4770.65							
June 01/20	4324.70	4377.14	4430.41	4484.20	4538.66	4593.84	4648.93	4704.79	4761.20	4818.35							
Dec. 01/20	4367.95	4420.91	4474.71	4529.04	4584.04	4639.78	4695.42	4751.84	4808.81	4866.53							
June 01/21	4411.64	4465.12	4519.46	4574.32	4629.89	4686.18	4742.37	4799.36	4856.90	4915.19							
Dec. 01/21	4455.76	4509.77	4564.66	4620.07	4676.19	4733.04	4789.79	4847.35	4905.47	4964.34							

SCHEDULE C

VETERINARY

BIWEEKLY RATES OF PAY

(45 HOURS/WEEK)

May 31/2022 15% Resourcing Adjustment

Veterinarian 3

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	3452.87	3494.82	3537.26	3580.29	3623.67	3667.74	3712.20	3757.32	3803.04	3849.16	3895.91	3943.25	3991.18	4039.56	4088.64	4138.35	4188.56
Dec. 01/19	3487.39	3529.76	3572.63	3616.09	3659.91	3704.42	3749.31	3794.90	3841.08	3887.65	3934.86	3982.69	4031.09	4079.95	4129.54	4179.74	4230.45
June 01/20	3522.26	3565.06	3608.35	3652.25	3696.50	3741.47	3786.80	3832.85	3879.48	3926.53	3974.21	4022.52	4071.40	4120.76	4170.84	4221.53	4272.75
Dec. 01/20	3557.48	3600.71	3644.44	3688.77	3733.47	3778.88	3824.66	3871.18	3918.28	3965.80	4013.95	4062.74	4112.12	4161.97	4212.55	4263.75	4315.48
June 01/21	3593.06	3636.72	3680.89	3725.66	3770.81	3816.67	3862.91	3909.89	3957.46	4005.46	4054.08	4103.37	4153.25	4203.60	4254.67	4306.39	4358.63
Dec. 01/21	3628.99	3673.09	3717.70	3762.92	3808.53	3854.84	3901.54	3948.99	3997.03	4045.52	4094.63	4144.39	4194.78	4245.63	4297.21	4349.46	4402.22
May 31/22	4173.33	4224.05	4275.35	4327.36	4379.81	4433.06	4486.78	4541.34	4596.58	4652.34	4708.82	4766.05	4824.00	4882.47	4941.79	5001.88	5062.54
						Control											
						Point											
						Max.											
	18	19	20	21	22	23	24	25	26	27							
June 01/19	4239.50	4290.89	4343.10	4395.84	4449.23	4503.31	4557.33	4612.10	4667.39	4723.41							
Dec. 01/19	4281.89	4333.80	4386.54	4439.79	4493.72	4548.35	4602.90	4658.21	4714.06	4770.65							
June 01/20	4324.70	4377.14	4430.41	4484.20	4538.66	4593.84	4648.93	4704.79	4761.20	4818.35							
Dec. 01/20	4367.95	4420.91	4474.71	4529.04	4584.04	4639.78	4695.42	4751.84	4808.81	4866.53							
June 01/21	4411.64	4465.12	4519.46	4574.32	4629.89	4686.18	4742.37	4799.36	4856.90	4915.19							
Dec. 01/21	4455.76	4509.77	4564.66	4620.07	4676.19	4733.04	4789.79	4847.35	4905.47	4964.34							
May 31/22	5124.12	5186.23	5249.36	5313.08	5377.62	5443.00	5508.26	5574.45	5641.29	5708.99							

SCHEDULE C
ENGINEERING, LAND SURVEYING AND ARCHITECTURE
BIWEEKLY RATES OF PAY
(45 HOURS/WEEK)

Architect 1

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
June 01/19	2724.77	2757.87	2791.44	2825.33	2859.62	2894.35	2929.52	2965.08	3001.08	3037.53	3074.51	3111.77	3149.55	3187.90	3226.48	3265.71	3305.36
Dec. 01/19	2752.01	2785.46	2819.36	2853.58	2888.22	2923.30	2958.82	2994.74	3031.10	3067.91	3105.26	3142.89	3181.05	3219.78	3258.74	3298.37	3338.42
June 01/20	2779.54	2813.31	2847.55	2882.12	2917.10	2952.53	2988.40	3024.68	3061.42	3098.58	3136.31	3174.32	3212.86	3251.98	3291.33	3331.35	3371.80
Dec. 01/20	2807.33	2841.44	2876.03	2910.95	2946.28	2982.05	3018.28	3054.94	3092.03	3129.57	3167.66	3206.06	3244.99	3284.50	3324.24	3364.67	3405.51
June 01/21	2835.40	2869.86	2904.79	2940.06	2975.74	3011.87	3048.46	3085.49	3122.95	3160.86	3199.34	3238.13	3277.44	3317.35	3357.48	3398.31	3439.56
Dec. 01/21	2863.75	2898.56	2933.84	2969.45	3005.49	3041.99	3078.94	3116.35	3154.18	3192.47	3231.34	3270.50	3310.21	3350.52	3391.06	3432.30	3473.96

				Control													
				Point				Disc.									
				Max.				Max.									
	18	19	20	21	22	23	24	25									
June 01/19	3345.52	3386.21	3427.29	3468.92	3510.58	3552.69	3595.34	3638.45									
Dec. 01/19	3378.97	3420.07	3461.56	3503.61	3545.69	3588.22	3631.30	3674.83									
June 01/20	3412.76	3454.27	3496.17	3538.64	3581.14	3624.11	3667.61	3711.58									
Dec. 01/20	3446.89	3488.82	3531.13	3574.03	3616.96	3660.34	3704.28	3748.69									
June 01/21	3481.36	3523.70	3566.45	3609.77	3653.13	3696.95	3741.32	3786.18									
Dec. 01/21	3516.17	3558.95	3602.11	3645.87	3689.66	3733.92	3778.73	3824.04									

LETTER OF INFORMATION: DEFERRED SALARY LEAVE PLAN

LETTER OF INFORMATION

Date: March 17, 1999

Mr. Walter Belyea
Regional Representative Negotiator
The Professional Institute of the Public Service of Canada
1718 Argyle Street, Suite 730
Halifax, N. S.
B3J 3N6

Dear Mr. Belyea:

Re: Deferred Salary Leave Plan

This letter confirms that the Deferred Salary Leave Plan developed and implemented through Board of Management Minute 89-0548 will apply to members of the Engineering, Land Surveying and Architecture; Agriculture and Veterinary groups effective date of signing of the new collective agreement.

This letter is printed with the collective agreement for information purposes.

Yours truly,

René Fournier
Labour Relations Officer

RF/sfh

SCHEDULE D: EDUCATIONAL LEAVE PROVISIONS

Schedule D

EDUCATION LEAVE PROVISIONS

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

.02 (1) 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.

(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 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.

.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 educational leave.

(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.

.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 Directives.

.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) 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 Directives.
- (c) Books.
- (d) Other agreed expenses directly related to the proposed course or training.

.08 (1) An employee may be granted Special Educational Leave when selected by Government to attend École nationale d'administration, École 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 Directives.
- (c) Other agreed upon expenses directly related to the course of training.

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.

Relationship Between Job Duties and Proposed Training	Main Beneficiary of Proposed Training	Need for Proposed Training
1. Useful but not directly related	Mostly employee	Employee needs to attain minimum educational 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 E: PRE RETIREMENT LEAVE PLAN

**SCHEDULE E
PRE RETIREMENT LEAVE PLAN**

**THE NUMBER OF DAYS RETIREMENT ALLOWANCE CREDIT
WHICH MAY BE USED AS LEAVE BEFORE RETIREMENT
INSTEAD OF TAKEN IN CASH AT TIME OF RETIREMENT
- CHOICE AT EMPLOYEE'S OPTION**

NO. DAYS ENTITLEMENT AT RETIREMENT	NUMBER OF YEARS PRIOR TO RETIREMENT				
	5	4	3	2	1
25	2	3	4	6	10
30	2	4	5	7	12
35	3	4	6	8	14
40	3	5	6	10	16
45	4	5	7	11	18
50	4	6	8	12	20
55	4	7	9	13	22
60	5	7	10	14	24
65	5	8	10	16	26
70	6	8	11	17	28
75	6	9	12	18	30
80	6	10	13	19	32
85	7	10	14	20	34
90	7	11	14	22	36
95	8	11	15	23	38
100	8	12	16	24	40
105	8	13	17	25	42
110	9	13	18	26	44
115	9	14	18	28	46
120	10	14	19	29	48
125	10	15	20	30	50

1. Any retirement allowance days not used in the year in which they could have been may be carried over for use in any subsequent year.
2. Retirement allowance days not used at the date of retirement will be paid in cash.
3. In order to allow for orderly work scheduling, a request to use retirement allowance days should be submitted to the employee's supervisor twice as many working days in advance as the number of retirement allowance days being requested, eg. a request to use 25 days should be submitted at least 50 days in advance.
4. A person must compensate the Province for retirement leave which was taken but which the person was not eligible to receive, and the amount of the compensation is to be calculated using the employee's rate of pay at termination.
5. Retirement allowance days may be taken in the calendar year in which the entitlement provision applies.

GUIDELINES FOR PROGRESSION

The guidelines for progression established by the Employer are attached hereto for information purposes.

Guidelines for progression through the pay range (effective on the employee's anniversary date):

ENGINEER I (Group 1)

- new university graduate in engineering
 - after 1 year
 - after 2 years
 - after 3 years
 - after 4 years
 - after 5 years
- step 1
 - may receive up to four steps
 - may receive up to four steps; at the discretion of the deputy head or designate, an additional increase of four steps may be granted
 - may receive up to four steps
 - may receive up to four steps; at the discretion of the deputy head or designate, an additional increase of four steps may be granted
 - may receive up to two steps; at the discretion of the deputy head or designate, a promotion to Engineer 2 - Group 3 may be granted with a promotional increase of four steps

AGRICULTURIST I/HOME ECONOMIST I (Group 1)

- new university graduate with major course work in agriculture/home economics
 - after 1 year
 - after 2 years
 - after 3 years
 - after 4 years
- step 1
 - may receive up to four (4) steps
 - may receive up to four (4) steps
 - may receive up to four (4) steps; at the discretion of the deputy head or designate, an additional increase of four (4) steps may be granted
 - may receive up to four (4) steps

- after 5 years
- may receive up to two (2) steps; at the discretion of the deputy head or designate, a promotion to Home Economist 2/Agriculturist 2 - Group 2 may be granted with a promotional increase of four (4) steps

LAND SURVEYOR I (Group 1)

- new graduate from a recognized survey school and completion of training and experience as an articles surveying pupil
- step 1
- after 1 year
- may receive up to four steps
- after 2 years
- may receive up to four steps; at the discretion of the deputy head or designate, an additional increase of four steps may be granted
- after 3 years
- may receive up to four steps
- after 4 years
- may receive up to four steps; at the discretion of the deputy head or designate, an additional increase of four steps may be granted
- after 5 years
- may receive up to two steps; at the discretion of the deputy head or designate, a promotion to Land Surveyor 2 - Group 3 may be granted with a promotional increase of four steps

ARCHITECT 1 (Group 2)

- new graduate with experience
- step 4
- after 1 year
- may receive up to four (4) steps
- after 2 years
- may receive up to four (4) steps
- after 3 years
- may receive up to four (4) steps in pay range; at the discretion of the deputy head or designate, a promotion to Architect 2 - Group 4 may be granted with a promotional increase of four (4) steps

VETERINARIAN I (Group 2)

- new graduate from a university of recognized standing in veterinary medicine
- after 1 year
- after 2 years
- step 10
- may receive up to four (4) steps
- may receive up to four (4) steps; at the discretion of the deputy head or designate, a promotion to Veterinarian 2 - Group 4 may be granted with a promotional increase of four (4) steps

VETERINARIAN II (Group 4)

- after three years (2 as a Veterinarian 1)
- may receive up to four (4) steps

APPENDIX “A”: COMMON ANNIVERSARY DATE ADJUSTMENT FORMULA

APPENDIX “A”

COMMON ANNIVERSARY DATE ADJUSTMENT FORMULA

The following guidelines established by the Employer are attached hereto for information purposes only and are not to be considered part of this collective agreement.

NOTES:

- the adjustment formula is based on a merit increase of two increments 2.4%
- an employee’s rate of pay must be at a pay increment on the pay plan (no off-step pay)
- based on a 2.4% annual merit increase, it is assumed that employees earn the increase at a rate of 0.2% per month
- because employees must be paid on step, the formula adjusts the 0.2% per month amount to place the rate of pay on
- step
- in the formula example the common anniversary date is deemed to be April 1

Previous Anniversary Date of Employee	No. of Months Since Last Merit Increase	Pro-rated Increase @ 0.2% Per Month	Actual pay Increment Eligibility at April 1
April	12	2.4	2.4
May	11	2.2	2.4
June	10	2.0	2.4
July	9	1.8	2.4
August	8	1.6	1.2
September	7	1.4	1.2
October	6	1.2	1.2
November	5	1.0	1.2
December	4	0.8	0
January	3	0.6	0
February	2	0.4	0
March	1	0.2	0

MEMORANDUM OF AGREEMENT: RE CASUAL EMPLOYEES

MEMORANDUM OF AGREEMENT

between

BOARD OF MANAGEMENT

(the “Employer”)

and

**THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA, GROUP:
AGRICULTURE,**

VETERINARY, ENGINEERING, LAND SURVEYING AND ARCHITECTURE

(the “Institute”)

Whereas *An Act to Amend the Public Service Labour Relations Act*, S.N.B. 2010, c. 20 (the “*Act*”), which received Royal Assent on April 16, 2010, was proclaimed on June 17, 2010; and

Whereas the Parties may, pursuant to subsection 10(1) of the *Act*, enter into an agreement with respect to the terms and conditions of employment of persons referred to in subsection 5(1) or (2) of the *Act*;

The Parties enter into this Memorandum of Agreement and set forth the following terms and conditions of employment for previously excluded persons, which are binding on the Employer, the Institute, and the employees in the bargaining unit for which the Institute has been certified. The provisions of this Memorandum of Agreement shall constitute the entire terms and conditions of employment for previously excluded persons.

1) Definitions

“Collective Agreement” means the collective agreement presently in effect between the Parties with respect to the Professional Institute of Public Service of Canada, Agriculture, Veterinary, Engineering Land Surveying and Architecture bargaining unit.

“Previously excluded person” means a person who is doing the work of classifications represented by the Institute, pursuant to Certification Order Numbers 009 PS 1j, 070 PS 1c 1a et 073 PS 1 c (2V) who is employed on a casual or temporary basis:

(a) to respond to a temporary increase in workload or to replace an absent employee; and

(b) is ordinarily required to work more than one-third (1/3) of the normal period for employees appointed to any of the classifications assigned to the Bargaining Unit

who, immediately prior to June 17, 2010, was excluded from the definition of “employee” under Section 1 of the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, because of being employed on a casual or temporary basis but not for a continuous period of six months or more.

2) Status of Employment

The Parties agree that a previously excluded person is employed on a non-permanent, temporary or sporadic basis, and does not occupy a regular or permanent position in the Public Service. As such, the Employer may terminate the employment of a previously excluded person without cause at any time.

3) Rate of Pay

(a) The rate of pay for a previously excluded person shall be eighty percent (80%) of the minimum rate payable under the Collective Agreement for the applicable classification.

(b) The rate of pay may be higher than eighty percent (80%) of the minimum rate if, in the opinion of the Employer, such higher rate is deemed necessary.

4) Vacation

In addition to the rate of pay, the Employer shall pay previously excluded persons an amount equal to four percent (4%) of their wages in lieu of vacation in accordance with sections 25(1)(b)(i) and 26(1)(a) of the *Employment Standards Act*.

5) Public Holidays

In addition to the rate of pay, the Employer shall pay previously excluded persons an amount equal to three percent (3%) of their wages in lieu of public holiday benefits in accordance with sections 18(1) and 22(2) of the *Employment Standards Act*.

6) Seniority

Seniority for previously excluded persons is the service as a casual or temporary employee performing work of the bargaining units in Part I of the Public Service from June 17, 2010. Service will only include days actually worked.

Effective the date of signing of this Memorandum of Agreement, a previously excluded person shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

When a previously excluded person is subsequently appointed to a position in the bargaining unit, such person shall have their seniority dated back to the date of hiring on a casual or temporary basis, provided the person has not had a break in service for more than thirty (30) working days, in accordance with article 42.03 of the Collective Agreement.

7) Grievance

(a) Previously excluded persons shall have the right, where they have the written consent of the Institute or its delegates, to present a grievance with respect to the interpretation, application or administration of any term or condition accorded him or her under this Memorandum of Agreement.

(b) In all cases of grievances arising out of article 7(a), the procedure provided in article 12.03 (Grievance Procedure) of the Collective Agreement shall be followed.

8) Institute Security

The Employer shall deduct membership dues from previously excluded persons in accordance with article 7 (Institute Security) of the Collective Agreement within thirty (30) days from date of signing of this Memorandum of Agreement, or within such reasonable period of time as can be accommodated within the payroll system.

9) Layoff

In the event of layoff due to lack of work or discontinuance of a function, the Employer will release persons employed on a casual or temporary basis prior to applying Article 17 of the Collective Agreement.

10) Duration and Termination

This Memorandum is effective from its date of signing until the expiration of the collective agreement currently under negotiation between the Parties.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS 18 DAY OF AUGUST, 2022.

FOR THE EMPLOYER:

FOR THE INSTITUTE:

Hon. Ernie Steeves

John Michael McPhee

Hon. Jill Green

Michael Pauley

Neil Jacobson

Duncan Fraser

Suzanne Pelletier-Wood

David Dykstra

Julie Scovil

Carl Dingee

Shubra Agarwal

Pierre Ouellet

Greg Sweetland

Jenn Carr

Joel Bragdon

Ahmed Dassouki

Jean-Yves Bernard

LETTER OF INTENT: GUIDELINES FOR PROGRESSION

LETTER OF INTENT

Between

BOARD OF MANAGEMENT, the Employer

And

**THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA, GROUP: AGRICULTURE,
VETERINARY, ENGINEERING, LAND SURVEYING AND ARCHITECTURE, the Institute**

The Employer is committed to establishing a clearly defined process with one standardized performance management system for the Province of New Brunswick.

The parties agree to develop a joint interpretation regarding the application of the guidelines for progression within six (6) months from the date of signing. The intention of the parties is to conclude the joint interpretation prior to the completion of the current performance review cycle.

Dated at Fredericton on this 18 day of August, 2022.

FOR THE EMPLOYER:

FOR THE INSTITUTE:

Hon. Ernie Steeves

John Michael McPhee

Hon. Jill Green

Michael Pauley

Neil Jacobson

Duncan Fraser

Suzanne Pelletier-Wood

David Dykstra

Julie Scovil

Carl Dingee

Shubra Agarwal

Pierre Ouellet

Greg Sweetland

Jenn Carr

Joel Bragdon

Ahmed Dassouki

Jean-Yves Bernard

APPENDIX “B”: SECONDMENT TEMPLATE

SECONDMENT AGREEMENT

between

THE PROVINCE OF NEW BRUNSWICK, as represented by the DEPARTMENT OF A

and

THE PROVINCE OF NEW BRUNSWICK, as represented by the DEPARTMENT OF B

and

THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA

(Group: Agriculture, Veterinary, Engineering, Land Surveying and Architecture)

and

(the “Employee”)

It is hereby agreed that _____ (the “Employee”), ordinarily employed as [Position (Classification)] (the “regular position”) at the Department of A in _____, (the “regular work location”), shall be seconded to the position of [Position (Classification)] (the “seconded position”) at the Department of B in _____ (the “seconded work location”).

For the duration of the secondment, the following conditions will apply:

Effective Date: This secondment commences _____. The Employee will remain in the secondment until _____ unless the secondment is terminated as per this agreement. A secondment under this Secondment Agreement shall not exceed one year in duration, however the parties may extend the agreement during the last sixty (60) days of its term on mutual agreement.

General: Conditions of employment during the secondment shall be in accordance with the Management and Non-Union Human Resource Policies and this Secondment Agreement.

Pay: The Employee will maintain her/his present classification and rate of pay including all bargained increases, but during the secondment will be remunerated at the rate of _____ bi-weekly, step ___ of the Pay Band ___ pay scale. The Employee shall not be paid less than the control point minimum, or more than the control point maximum, of the pay band of the classification into which s/he is seconded.

Performance: The seconded work location will evaluate the Employee’s performance on her/his anniversary date, and submit the evaluation and recommendations to the regular work location to complete the performance review. Any merit increases granted will apply to the Employee’s rate pay on her/his return to the regular work location, effective the date of her/his return.

Union Dues: The Employee will cease to pay union dues for the duration of the secondment, and therefore will not be covered under the collective agreement applicable to the regular position.

Travel Expenses: Business-related travel expenses will be paid to the Employee by the seconded work location in accordance with policy AD 2801 (“Travel Policy”).

Seniority: The Employee shall not accumulate seniority in the bargaining unit of her/his regular position during the secondment, but shall retain all accumulated seniority on returning to the regular position following this secondment.

Return to position: At the end of the secondment the Employee will return to her/his regular position at the regular work location. If this position is no longer available, then the Employee will be subject to the lay-off and recall provisions of the collective agreement applicable to her/his regular position.

Termination: Any of the parties may end the secondment prior to the expected termination date provided written notification is given to the affected parties fourteen (14) calendar days in advance.

It is further understood that the parties will work together to resolve any outstanding matters that may subsequently arise from the above-noted secondment.

Dated at _____, New Brunswick this _____ day of _____, 20__.

Department A

Department B

Employee