

COLLECTIVE AGREEMENT

BETWEEN

TREASURY BOARD

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

**GROUP: LABORATORY & MEDICAL, TECHNICAL INSPECTIONS, ENGINEERING & FIELD, HIGHWAY
SUPERVISORS**

EXPIRES: March 31, 2024

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THIS AGREEMENT made this 8th day of February 2024.

BETWEEN: HIS MAJESTY IN RIGHT OF THE PROVINCE, as represented by Treasury Board, hereinafter called the “Employer,” party of the first part.

AND: NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES, hereinafter called the "Union," party of the second part.

PREAMBLE

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

NOW, THEREFORE, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 “Union” shall mean the New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of all four (4) Bargaining Units.

1.02 “Employer” shall mean His Majesty in Right of the Province as represented by Treasury Board and shall include its representatives and/or Agents.

1.03 “Bargaining Unit” or “Unit” shall mean: the group of employees covered by one of the following New Brunswick Certification Orders: 026 PS 2e Technical Inspection, 016 PS 2a Laboratory and Medical, 018 PS 5c.1 Highway Supervisors and 013 PS 2c Engineering and Field.

1.04 “Employee” shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal work week.

1.05 “Casual Employee” means an Employee who is employed:

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

1.06 “Seasonal Employee” is an employee normally employed for more than six (6) months and less than twelve months on a recurring basis and who is appointed on a plan of establishment to a Seasonal Civil Service Position. The period of time not worked by a seasonal employee shall not be considered a lay-off. A seasonal employee shall be considered on “Inactive Status” during the period in which the employee's services are not required. While on "Inactive Status" a seasonal employee shall retain previously accumulated seniority, sick leave and vacation credits but will not accrue additional credits. The Employer shall provide seasonal employees ten (10) working days’ notice of the date of termination of the employee's seasonal work period.

1.07 “Term Employee” is an employee employed for a specified period of more than six (6) continuous months.

1.08 Employees may be subdivided into the following categories:

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

1.09 Probationary Period

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

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

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

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

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

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

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

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

1.17 “Pay Increment” – One (1) step in the pay range.

ARTICLE 2 - APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding on the Union, the employees, and the Employer and its agents.

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

ARTICLE 3 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

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

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

ARTICLE 4 - RECOGNITION

4.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Numbers 013 PS 2c, 018 PS 5c.1, 026 PS 2e and 016 PS 2a apply.

ARTICLE 5 - PROVINCIAL SECURITY

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

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 All the functions, rights, powers, and authority which the Employer has not specifically abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by the Employer. The Employer recognizes and agrees that it shall exercise its functions, rights, powers and authority in a fair and reasonable manner.

ARTICLE 7 - UNION SECURITY

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

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

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

7.04 (a) The sums deducted pursuant to this Article shall be remitted to the designated official of the Union in a mutually agreed upon electronic format, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official.

(b) The monthly payment of deductions made shall be accompanied by a full list, in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number (if available), email address on file (if available under the applicable payroll system), department, work location, seniority date, employee number, the amounts deducted for NBUPPE dues, pay step and classification, as follows:

- 1) Full-time employees
- 2) Part-time employees
- 3) Temporary or term employees
- 4) Seasonal employees
- 5) Casual employees
- 6) Employees seconded into the Bargaining Units

This list will also include the number of hours paid to each employee during the month deductions were made. This list will be supplied monthly.

(c) The employer shall advise the Union, on a monthly basis, of the names of any full-time and part-time employees in the Bargaining Unit whose employment has been terminated and the reason for the termination and also of the names of any newly hired full-time and part-time employees.

7.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular bi-weekly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Union, after which such changed amount shall be the amount to be deducted. The Parties agree that no more than one change in dues will be processed during any calendar year.

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

7.07 Except as set out in 7.09, the Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

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

7.09 The Employer shall be liable for any dues which it has failed to deduct from any employee in respect of wages paid to such employee more than six (6) months and less than thirty-seven (37) months prior to the remittance of such dues to the Union.

ARTICLE 8 - COMMUNICATIONS

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

TO THE EMPLOYER:

Executive Director, Employee Relations Services
Department of Finance and Treasury Board
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE UNION:

The President
New Brunswick Union of Public and Private Employees
217 Brunswick Street
Fredericton, N.B. E3B 1G8

8.02 The Employer shall continue to make space available on the existing bulletin boards on which the Union may post notices of meetings and other notices of interest to employees.

8.03 Copies of Agreement

- (a) The Agreement shall be posted electronically in both Official Languages on the Government of New Brunswick Internet site.
- (b) The translation of the bilingual Collective Agreement will be provided by the Translation Bureau of the Province of New Brunswick for approval of the Parties to this Agreement.
- (c) It is understood that both the English and French text of this Agreement shall be official. However, when a difference of wording or interpretation arises, the language used to negotiate the Collective Agreement will prevail.
- (d) The printing of the bilingual Agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for twenty five percent (25%) of the cost of printing.

ARTICLE 9 - NO DISCRIMINATION

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

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

ARTICLE 10 - STRIKES AND LOCKOUTS

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

ARTICLE 11 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

11.01 Within thirty (30) days of the signing of this Agreement there shall be constituted a joint committee known as the Employer-Employee Relations Committee. For the duration of the administrative period of the Collective Agreement, the Committee shall be comprised of the negotiation team for each party. Every reasonable effort will be made to ensure continuity of bargaining team members.

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

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

11.04 Any agreement reached by the Committee shall be binding on the parties to this Agreement for the term of the Agreement and any directive required to ensure fulfillment of the agreed recommendation shall be signed

by both the Bargaining Agent's representative and the Employer's representative and distributed by the party or parties through their regular channels of communications.

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

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

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

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

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the employee's Supervisor as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. As well, prior to the Union filing a grievance starting at the final level, as per 12.06, the parties are encouraged to discuss the matter as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible.

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

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present the employee's grievance in writing either by personal service, by email or by registered mail, on the form authorized by the Labour and Employment Board to the employee's immediate supervisor or the person designated by the Employer as the first level in the grievance procedure. If the employee receives no reply or does not receive satisfactory settlement within fifteen (15) working days from the date on which the employee presented the employee's grievance to the employee's immediate supervisor or to the person designated as the first level in the grievance procedure, the employee may proceed to Final Step.

FINAL STEP: Within twenty (20) working days from the expiration of the fifteen (15) day period referred to in Step One, the employee may present a grievance in writing at the final level of the grievance process either by personal service, by e-mail or by registered mail to the employee's immediate supervisor or the person designated by the Employer as the final level in the grievance process for the Department in which the employee is employed. Any settlement proposed by the Employer at level one and any reply must accompany the grievance when it is presented at the final level to the person designated as the final level. The person designated as the

final level shall reply to the grievance in writing to the employee within twenty (20) working days from the date the grievance was presented at the final level. Should the employee not receive a reply or satisfactory settlement of the employee's grievance within twenty (20) working days from the date on which the employee presented the employee's grievance at the final level, the employee may refer the employee's grievance to Adjudication as provided in Article 13 hereof, within fifteen (15) working days of the date on which the employee should have received a reply from the person designated as the final level.

Grievance Procedure:

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
FIRST	20 Working Days After the alleged grievance has arisen or has come to their attention	Person designated by the Employer	15 Working Days from receipt of written grievance
FINAL	20 Working Days from response of reply from first level OR date of reply should have been received OR in case of suspension or discharge as prescribed in Article 14.05, 20 working days.	Person designated by the Employer	20 Working Days from receipt of written grievance

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

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

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

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

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

ARTICLE 13 - ADJUDICATION

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

- (a) the interpretation or application in respect of the employee of a provision of a Collective Agreement or an Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the employee's grievance has not been dealt with to the employee's satisfaction, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

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

- (a) its approval of the reference of the grievance to adjudication; and
- (b) its willingness to represent the employee in the adjudication proceedings.

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

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

ARTICLE 14 - DISCIPLINE

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

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

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

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

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

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

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

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

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

14.09 For the purposes of this Article 14, there shall be only one (1) official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the employer and if requested, while accompanied by a representative of the Union, an opportunity to read all documents relating to the assessment of their conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

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

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

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

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

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

ARTICLE 15 - SENIORITY

15.01 When an employee has completed their probationary period, their seniority shall date back to their commencement date within the Bargaining Unit.

15.02 Seniority for casual employees shall be the number of hours of service in casual employment, excluding overtime, in the Bargaining units. Service will only include hours actually worked by the casual employee.

If a casual employee is subsequently appointed to a position in the Bargaining group, such person, after having completed their probationary period in the position, shall have their seniority dated back to the date of hiring in the Bargaining Group on a casual basis, provided the person has not had a break in service for more than twelve (12) months.

A casual employee shall lose their seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of casual employees and shall make this list available to the Union during January of each year.

15.03 Where an employee is promoted or transferred out of the Bargaining Unit and is later returned, they shall return to the employee's former or a higher classification and shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

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

- (a) they are on approved leave of absence;
- (b) they are absent from work while drawing Workers' Compensation Benefits;
- (c) they have been discharged or suspended without pay and reinstated; or
- (d) they are laid off for a period not in excess of twelve (12) months.

15.05 An employee who:

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

shall not accumulate seniority during such period.

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

ARTICLE 16 - COMPETITIONS AND APPOINTMENTS

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

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

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

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

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

16.05 If an employee within the Bargaining Unit is promoted or transferred to another position covered by this collective agreement and proves unsatisfactory in the new position during the probationary period, the Employer will make every reasonable effort to return the employee to their former position or its equivalent at their former salary. The Employer is not required to keep the former position vacant.

16.06 (a) All vacant positions classified as Commercial Assessor, Senior Valuation Specialist, Heavy Industrial Specialist and Assistant Manager in the unit, which the Employer has decided to fill, shall be filled by competition. Such competition shall be in-service, and where qualifications, skill and ability are relatively equal, employees in the Bargaining Unit shall be given preference. Where it can be demonstrated that no qualified in-service applicants exist such competition may be opened to the public. **(Technical Inspection Bargaining Unit only)**

(b) Before posting of a competition for a vacancy for positions classified as Assessor I, Residential Assessor I and Residential Assessor II, the Employer shall where operational requirements permit, give preference to a present employee to transfer to the vacancy, provided: **(Technical Inspection Bargaining Unit only)**

- (i) the transfer is within the same classification or lower and the same department or agency; and **(Technical Inspection Bargaining Unit only)**
- (ii) the employee has on record with their Employer a statement in writing indicating their desire to transfer to the specific location of the vacancy; and **(Technical Inspection Bargaining Unit only)**
- (iii) the cost of the transfer shall be borne by the employee at no cost to the Employer. **(Technical Inspection Bargaining Unit only)**
- (iv) Where more than one present employee within the unit applies to transfer to a vacant position, then that position shall be awarded on the basis of merit. **(Technical Inspection Bargaining Unit only)**

ARTICLE 17 - LAYOFF AND RECALL

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

17.02 In the event of a layoff, the Union and Employer shall meet and discuss the appropriate manner of effecting this layoff, including what displacements, if any, will occur and what recall rights the affected employee(s) may have.

17.03 Where layoffs occur in the Bargaining Unit, employees shall have the rights and protections provided under the *Civil Service Act* and Regulations.

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

17.05 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series within the head office branch, district or region of the Department or Agency where the lack of work or discontinuance of a function has occurred.

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

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

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

- (a) Where the Employer intends to layoff an employee in the Bargaining Unit, the Employer shall provide the employee with at least two (2) months notice in advance of such layoff.
- (b) Such laid off employees shall be recalled to fill any positions for which they are qualified before new employees are hired to fill any positions in the Bargaining Unit. This provision is in effect for a period not to exceed twelve (12) months from time of layoff.
- (c) In addition to the protections and rights under 17.08 (a) and (b) above, reverse seniority shall apply to layoffs. For the purposes of lay off and bumping rights, seniority shall be computed on the basis of length of service within the Bargaining Unit and in the case of equal seniority within the department, corporation or agency. Bumping rights shall be limited to bumping within the employee's Department Corporation or Agency and within the same classification series. That is, employees with less seniority shall be laid off before employees with greater seniority in that classification or a higher classification by department, corporation or agency provided the employee with greater seniority is willing to move to the lower classification and is qualified to do the job.
- (d) Notwithstanding 17.08 (c) hereof, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

17.09 Seasonal Inactive Status and Recall

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

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

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

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

During the two (2) week inactive status that may be required each year to maintain seasonal civil service status, a seasonal employee shall not be able to exercise their recall rights.

For the purpose of this sub-article, Department seniority shall apply and the unit of operation shall be the head office branch, district, or region of the Department or Agency.

ARTICLE 18 - HOURS OF WORK

18.01 (a) The normal hours of work for employees in the Laboratory, Medical and Technical Inspection and the Engineering and Field Bargaining Units shall be thirty-six and one-quarter (36 1/4) per week exclusive of lunch period, five (5) days per week, between the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive. The Employer will make all reasonable efforts to ensure employees shall not be required to work more than seven (7) days consecutively, without having two (2) consecutive days off. (Laboratory and medical bargaining unit only)

(b) The normal hours of work for the Highway Supervisors Bargaining Unit shall be 40 hours per week, 8:00 a.m. to 5 p.m., Monday through Friday inclusive, with 1 hour off each day for lunch.

(c) The hours of work for the employees classified as CETs are found in the Transfer Agreement attached to this Collective Agreement.

18.02 In the employer's sole discretion, where operational requirements permit, every effort will be made to accommodate individual requests for a flexible work schedule within the thirty-six and one-quarter (36 1/4) or forty (40) hour work week, including a work week composed of four (4) consecutive days of relatively equal length, followed by three (3) consecutive days off, or reasonable variations thereof in order to provide a better work-life balance. Problems arising from flexible work schedules shall be addressed in the forum of Provincial Employer-Employee Relations Committee meetings.

18.03 (a) Notwithstanding Article 18.01(a), where an employee is required by the Employer by reason of seasonal or project requirements to work a normal work week of forty (40) hours, exclusive of lunch periods, such an employee shall be paid for all time so worked at a straight time hourly rate equivalent to the hourly rate applicable to the employee when working thirty-six and one quarter (36 1/4) hours per week. **(Engineering and Field Bargaining Unit only)**

Technicians working on a construction project that extends beyond the season in which it commenced shall be considered on seasonal construction while the project work is ongoing for purposes of this Article. Technicians working on design will be considered on seasonal construction when so designated. **(Engineering and Field Bargaining Unit only)**

(b) An employee assigned to work a forty (40) hour work week as per (a) above will be paid according to Schedule A-5 for the periods when so assigned. Changes in pay under the terms of this Article do not constitute promotions or demotions. **(Engineering and Field Bargaining Unit only)**

(c) The employee shall receive at least a two (2) week notice of their return to a thirty-six and one quarter (36.25) hour week. **(Engineering and Field Bargaining Unit only)**

18.04 (a) The hours of work for employees working without direct supervision shall not be restricted but the workload for these employees shall not exceed that which can normally be completed in a thirty-six and one-quarter (36.25) hour work week. **(Technical Inspection Bargaining Unit only)**

(b) Where operational requirements permit, where an employee is required to complete the normal hours of work outside the hours of 8:00 a.m. and 5:00 p.m. Monday to Friday inclusive, the Employer shall provide the employee with a modified schedule of the workdays a minimum of fourteen (14) calendar days in advance of any change taking place. (Technical Inspection Bargaining Unit only)

(c) Notwithstanding Sub-article 18.01(a), individuals in some classifications may be expected to work irregular hours. **(Technical Inspection Bargaining Unit only)**

18.05 (a) Employees shall be entitled to two (2) ten-minute (10) rest periods for each shift worked.

(b) Employees shall be entitled to two (2) fifteen-minute (15) rest periods for each shift worked. **(Laboratory and Medical Bargaining Unit only)**

ARTICLE 19 – OVERTIME

19.01 Overtime shall be:

- (a) except for those employees covered by Article 18.01(b), 18.02 and 18.03(a) all authorized time worked in excess of seven and one-quarter (7-1/4) hours in any 24 hour period;
- (b) in respect of those employees covered by Article 18.01(b) and 18.03 (a) authorized time worked in excess of eight (8) hours in any 24 hour period.
- (c) all authorized time worked on an employee's day off.

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

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

- (a) one and one-half (1½) times the employee's regular hourly for an overtime hour worked, or
- (b) straight time off (one (1) hour off for an overtime hour worked) plus one-half (½) the employee's regular hourly rate for an overtime hour worked, or
- (c) time and one half (1½) off.

19.04 (a) Within 90 days of the date on which the overtime was worked, time off shall be scheduled at a date mutually agreeable to the employee and their supervisor. If the time off cannot be scheduled within 90 days, or if the scheduled time off is not used for any reason, the employee shall be paid for the overtime worked. (Engineering and Field, Laboratory and Medical and Technical Inspection Bargaining Units only)

(b) At the employee's request, existing banked overtime may be withdrawn each quarter -March 31st, June 30th, September 30th and December 31st at the rate it was earned.

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

(d) Special or unusual circumstances for compensation of banked overtime shall be accommodated where mutually agreed upon. **(Highway Supervisors Bargaining Unit only)**

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

ARTICLE 20 – PREMIUM PAY

20.01 (a) "Stand-by" means any period of time during which, on the instructions of Management, an employee is required to be available for work. **(Engineering and Field, Laboratory and Medical Bargaining Units, Public Health Inspectors Classification only)**

(b) An employee required to serve on authorized stand-by duty will be compensated at the rate of \$3.25 per hour for each hour on stand-by. **(Engineering and Field, Laboratory and Medical Bargaining Units and Public Health Inspectors Classification only)**

20.02 Call-back

(a) Where an employee:

- 1) is on stand-by and is called in to work, or
- 2) is not on stand-by and is called in to work, or
- 3) is scheduled to work overtime when such overtime does not continuously precede or follow the employee's normal work schedule,

such employee shall be paid a minimum of three (3) hours pay at the overtime rate for each such return to work. However, the maximum hours of pay for any eight hour shift shall be eight (8) hours at the overtime rate, unless more than eight (8) hours are actually worked, in which case, the actual number of hours worked will be compensated at the overtime rate. **(Laboratory and Medical Bargaining Unit only)**

(i) An employee who is called into work under 20.02 (a)1. or 2. shall be paid a transportation allowance of actual taxi fare to a maximum of \$5.00 each way between the employee's residence and place of work. An employee using a privately owned vehicle may also claim this allowance based on the equivalent of actual taxi fare between the employee's residence and place of work, not to exceed \$5.00 each way. **(Laboratory and Medical Bargaining Unit only)**

(ii) Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three (3) hours or longer on such call back, the employee shall be allowed to return home upon completion of the call back work to rest five (5) hours after completion of the stand-by shift before reporting to carry out their regular day shift assignment. To the extent that the five (5) hour period referred to above overlaps the regularly scheduled shift of the employee, they shall not lose any pay for hours not worked during their regular shift as a result of the overlap period. **(Laboratory and Medical Bargaining Unit only)**

(b) (i) An employee eligible for overtime who is called into work after the employee has completed the employee's scheduled work period and left the employee's place of work shall be guaranteed a minimum of three (3) hours pay at the overtime rate for such callback. **(Engineering and Field Bargaining Unit only)**

(ii) This Article does not apply to: regularly scheduled overtime, overtime which is continuous to the employee's scheduled work period, or to duties of an employee required to be performed from time to time in excess and outside of the employee's

scheduled work period but not normally subject to specific callback by the Employer. **(Engineering and Field Bargaining Unit only)**

- (c) (i) An employee eligible for overtime who is called into work after the employee has completed the employee's scheduled work period and left the employee's place of work shall be guaranteed a minimum of three hours pay at the overtime rate for such callback. **(Highway Supervisors Bargaining Unit only)**
- (ii) This Article does not apply to:
 - 1) regularly scheduled overtime and,
 - 2) overtime which is continuous to the employee's scheduled work period,
 - 3) callbacks that occur when the employee is in receipt of the 7.5% Supplementary Pay during the snow removal period. **(Highway Supervisors Bargaining Unit only)**

The maximum number of compensable hours at the overtime rate under this Article shall not exceed eight (8) for any twenty-four (24) period, unless more than eight (8) hours are actually worked, in which case, the actual number of hours worked will be compensated at the overtime rate. **(Highway Supervisors Bargaining Unit only)**

20.03 Telephone work - When an employee on standby uses the telephone to provide a service required by the Employer, payment shall be for two (2) hours at the overtime rate or the actual time worked at the overtime rate, whichever is greater. Such compensation shall not be claimed more than once during each twenty-four (24) hour standby period. Telephone calls that result in a callback are exempt from this Article. Employees shall retain a log of calls received and time spent. **(Public Health Inspectors Classification only)**

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

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

21.02 The Union recognizes the Employer's exclusive right to assign duties and classify the positions of employees.

21.03 (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 in relation to the points allocated to the classification in the evaluation process as agreed between the Employer and the Union. The Employer may set an interim wage rate for such classification. **(Technical Inspection, Laboratory and Medical and Engineering and Field Bargaining Units only)**

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

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

(d) An appeal by an employee concerning the classification assigned to the employee's position shall be subject to the Classification Appeal Process and related procedures as amended from time to time **(Highway Supervisors Bargaining Unit only)**.

21.04 (a) Where an employee feels that the employee has been incorrectly classified, the employee may submit the matter for review to the Joint Maintenance Committee for determination. A decision of the Joint Maintenance Committee shall be final and binding. **(Technical Inspection, Laboratory and Medical and Engineering and Field Bargaining Units only)**

(b) In the event that the Joint Maintenance Committee is unable to reach consensus on any matter referred to the Committee, the matter shall be referred to the Joint Steering Committee. **(Technical Inspection, Laboratory and Medical and Engineering and Field Bargaining Units only)**

(c) The Joint Steering Committee shall consider any matter referred to it by the Joint Maintenance Committee and provide a decision that is final and binding. **(Technical Inspection, Laboratory and Medical and Engineering and Field Bargaining Units only)**

21.05 Anniversary Dates

- (a) Anniversary dates for employees may remain unchanged; or at the discretion of the Deputy Head, the anniversary dates for employees in a department may be changed to a common date.
- (b) Where the practice of individual anniversary dates is retained, the anniversary date of an employee is the date the employee commenced work or subsequently the date the employee was last promoted.
- (c) Where a common anniversary date is chosen, the Deputy Head may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.

21.06 Merit Increases

- (a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on anniversary date may be granted an increase of up to five (5) pay increments in the pay scale, not to exceed the control point maximum.
- (b) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the Employer's reason(s) as to why the employee's work performance was not satisfactory.
- (c) An employee who has not been granted a merit increase of at least two (2) increments shall have the right to refer their performance evaluation to the Director of Human Resources or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make written submission to the Review Committee.
- (d) At the discretion of the Deputy Head, anniversary date merit increases, or portions thereof may be delayed and granted at a subsequent date, without change to the employee's anniversary date.
- (e) Where an employee is not granted a pay increment(s) due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to their anniversary date for such increment(s).

- (f) The number of merit increase pay increments granted for part-time or seasonal employees should be pro-rated or delayed in relation to length or work periods.
- (g) Employees paid at or above the control point maximum of the pay range are ineligible for merit increases

21.07 Rate of Pay on Promotion, Demotion, Transfer

- (a) Where an employee is promoted to a position having a higher control point maximum than the control point maximum of the old position, the employee is paid at the nearest rate of pay that provides an increase of four (4) pay increments not to exceed the control point maximum of the new pay range.
- (b) Where an employee is promoted, adjustment of salary shall be effective on the first day of the bi-weekly pay period that includes the effective date of the appointment to that position.
- (c) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee shall be granted both a merit increase and a promotional increase.
- (d) Where an employee is appointed to a position having a lower control point maximum, or the employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay until such time the control point maximum of the new classification reaches the employee's current rate of pay. 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.
- (e) If an employee requests and is granted a demotion and the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.
- (f) On lateral transfer, an employee continues to be paid at the same rate of pay.

21.08 Acting Pay

- (a) Where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.
- (b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one half (½) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.
- (c) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.
- (d) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.
- (e) Where a temporary assignment is to be for a period of time greater than two (2) months, the Employer shall have notices of such temporary assignment posted in accordance with the provisions of Article 16.01, 16.02 and 16.03. Temporary assignments of a duration of less than

two (2) months shall be offered to those in the Highway Supervisor Bargaining unit first.
(Highway Supervisors Bargaining Unit only)

21.09 Re-earnable Increments

- (a) An employee paid at the control point maximum may be granted on anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on performance as assessed pursuant to the Performance Management System.
- (b) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Deputy Head. Such re-earnable increments are not to exceed the equivalent of four (4) pay increments.
- (c) Re-earnable increments are not included in base pay and do not constitute pensionable earnings.
- (d) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of the increment authorized.

21.10 Travel Regulations

The Travel Expenses Policy AD-2801 as amended from time to time shall apply.

21.11 Dues

- (a) During the term of this Agreement should the Employer initiate a mandatory course(s) for employees who have been accredited as per their respective classification series, failure to successfully complete such course(s) shall not be grounds to demote an employee or to deny employees their anniversary increment.
- (b) Notwithstanding subsection (a), for employees working in Service New Brunswick's Assessment Division as a Residential Assessor I, Residential Assessor II, Commercial Assessor, Senior Valuation Specialist, Heavy Industrial Specialist or Assistant Manager, will make good faith efforts to meet the requirements of SNB's Assessment Education Requirements Policy.
- (c) Employees covered by the provisions of this Agreement shall be reimbursed by their respective Departments for the dues paid by them to any association or organization, the eligibility of membership in which is established as a necessary special requirement or prerequisite for employment.
- (d) The Employer agrees to continue its present policy respecting the payment of Trades Certification fees, dues and subscriptions to Professional Societies and Organizations. **(Technical Inspection Bargaining Unit only)**
- (e) In the application of 21.11 (c) above when, in the opinion of the Employer, an employee fails to continue approved courses or other educational programs sponsored by such Societies or Organizations or fails to participate actively in other programs sponsored by such Societies and Organizations, the Employer may, after notice to the employee, discontinue payment of dues, fees and/or subscriptions. Such discontinuance may be made the subject of grievance and referable to adjudication. **(Technical Inspection Bargaining Unit only)**
- (f) An employee who has successfully completed a Technical Training Program approved by the employer may be recommended by the employer for promotion from a Highway Supervisor I to a Highway Supervisor II. **(Highway Supervisors Bargaining Unit only)**

ARTICLE 22 – HOLIDAYS

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

- (i) New Year's Day;
- (ii) Good Friday;
- (iii) Family Day;
- (iv) Easter Monday;
- (v) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of the Sovereign;
- (vi) Canada Day;
- (vii) New Brunswick Day;
- (viii) Labour Day;
- (ix) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (x) Remembrance Day;
- (xi) Christmas Day;
- (xii) Boxing Day;
- (xiii) any other day duly observed as a Provincial or National Holiday.

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

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

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

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

22.04 (a) Where the Employer requires an employee to work on a holiday or any portion of a holiday, the employee shall be compensated for the hours worked at one and one-half (1 ½) times their hourly rate in addition to their regular pay for the day. **(Technical Inspection, Engineering and Field and Highway Supervisors Bargaining Units Only)**

- (i) Where the Employer requires an employee to work on a holiday or any portion of a holiday the employee shall be compensated for the hours worked at one and one-half (1-1/2) times their hourly rate in addition to their regular pay for the day and shall be

granted another day off with pay in lieu of the holiday. **(Laboratory and Medical Bargaining Unit only)**

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

(b) Where the Employer requires an employee to work on Christmas or Boxing Day, that employee shall be compensated by payment for the hours of work performed at two (2) times the employee's regular rate of pay, in addition to the regular day's pay as provided for in Article 22.01.

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

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

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

22.07 Employees whose days of rest do not fall on Saturday and Sunday shall be granted time off at Christmas which is equivalent to that granted to other employees. **(Technical Inspection, Laboratory and Medical, Engineering and Field Bargaining Units Only)**

ARTICLE 23 - VACATIONS

23.01 The vacation leave credit:

- (a) employees who have completed fewer than eight (8) years of continuous service shall be entitled to annual vacation with pay calculated at the rate of one and one-quarter (1 ¼) or 1.25 days for each calendar month of service, for a total of 15 days per year.
- (b) employees who have completed eight (8) years but fewer than (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and two-thirds (1 2/3) or 1.666 days for each calendar month of service, for a total of 20 days per year.
- (c) employees who have completed sixteen (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and three-quarters (1 3/4) or 1.75 days per calendar month of service, for a total of 21 days per year;
- (d) employees who have completed seventeen (17) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of 1.833 days per calendar month of service, for a total of 22 days per year;
- (e) employees who have completed eighteen (18) years of continuous service shall be entitled thereafter to an annual vacation with pay calculated at the rate of 1.916 days per calendar month of service, for a total of 23 days per year;
- (f) employees who have completed nineteen (19) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of two (2) days per calendar month of service, for a total of 24 days per year;

- (g) employees who have completed twenty (20) or more years of continuous service shall be entitled to annual vacation with pay calculated at the rate of two and one-twelfth (2 1/12) or 2.083 days per calendar month of service, for a total of 25 days per year.

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

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

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

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

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

- (b) Preference for vacation shall be on the basis of seniority.

(c) Employees shall notify the Employer in writing prior to April 1st of their preference for vacation dates. A written response shall be provided to each individual by May 1st. Following May 1st, any requests for leave will be responded to within ten (10) working days

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

Where the employee has not used up the employee's vacation in one (1) year due to prolonged sickness, the employee will, in the event that the employee returns to work in the following year, be entitled to whatever vacation credits may have been earned and not taken in the previous years, provided they were carried over.

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

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

23.09 An Employee on vacation who is called in to work shall be compensated for the time worked at the overtime rate and shall be granted an equivalent time off with pay up to a maximum of seven and one-quarter (7.25) hours or eight (8) hours, depending on the employee's normal hours of work at the time.

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

ARTICLE 24 – SICK LEAVE

24.01 Each employee in the Bargaining Units 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 up to a maximum of two hundred and forty (240) days.

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

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

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

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

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

24.06 When a payroll system that allows for hourly deductions of sick leave credits is available to all employee covered by this Collective Agreement, a deduction shall be made from an employee's accumulated sick leave credits for each hour that the employee is absent on sick leave. Until such time, 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-quarter ($\frac{1}{4}$) day may be deducted as one-quarter ($\frac{1}{4}$) day; absence for more than one-quarter ($\frac{1}{4}$) day but less than one-half ($\frac{1}{2}$) day may be deducted as one-half ($\frac{1}{2}$) day; absence of more than one-half ($\frac{1}{2}$) day but less than three-quarter ($\frac{3}{4}$) day may be deducted as three-quarter ($\frac{3}{4}$) day; absence of more than three-quarter ($\frac{3}{4}$) day but less than one (1) full day may be deducted as one (1) full day.

24.07 An individual employee may be required by the Employer to produce a Doctor or Nurse Practitioner's certificate for any period of absence in excess of three (3) consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the employee's Department may issue to the employee a standing directive that requires the employee to submit a medical certificate for any period of absence for which sick leave is claimed.

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

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

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

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

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

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

ARTICLE 25 - MATERNITY LEAVE, CHILD CARE LEAVE, ADOPTION LEAVE

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

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

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

25.04 An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. An employee returning to work from maternity leave shall be reinstated to the employee's 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 the employee's departure on maternity leave.

25.05 Supplementary Unemployment Benefit Plan:

(a) An employee with one (1) year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that they have applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*,

shall be eligible to be paid a supplementary leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed seventeen (17)

(b) continuous weeks, as described in the table below.

	When	Then
17 weeks	While on maternity leave, during the one (1) week waiting period for EI eligibility	The employee receives an allowance of 75% of regular rate of pay less than any other monies earned during this period as per Article 25.05 (b)
	While on maternity leave, during the next fifteen (15) continuous weeks	<ul style="list-style-type: none"> the employee receives EI benefits; the Employer pays an allowance to the employee equal to the difference between: the standard EI benefit rate the employee is receiving, and 75% of the employee's regular rate of pay.
	While on childcare leave, during the first week of childcare leave only.	<ul style="list-style-type: none"> the employee receives EI benefits; the Employer pays an allowance to the employee equal to the difference between: the standard EI benefit rate the employee is receiving, and 75% of the employee's regular rate of pay. <p>There is no supplementary leave allowance beyond the first week of childcare leave.</p>
17 weeks	While on adoption leave, during the one (1) week waiting period for EI eligibility	the employee receives an allowance of 75% of regular rate of pay less any other monies eared during this period as per 25.05(b)
	While on adoption leave, during the next sixteen (16) continuous weeks	<ul style="list-style-type: none"> the employee receives EI benefits; the Employer pays an allowance to the employee equal to the difference between: the standard EI benefit rate the employee is receiving, and 75% of the employee's regular rate of pay.

Note: Where the employee is in receipt of extended EI benefits, the payments will be equivalent to the difference between the weekly standard EI benefit rate and 75% of regular rate of pay. Leave income will not be calculated based on an extended EI benefit rate should the employee elect the extended leave option.

(c) Payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the EI benefits the employee is eligible to receive and seventy five percent (75%) of their regular rate of pay at the time maternity leave or adoption leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been received during this period.

25.06 “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.

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

25.08 An employee who is absent from work and is receiving Worker’s Compensation Benefits is not entitled to any benefits under this Article.

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

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

- (a) an employee continues to earn seniority and continuous service credits.
- (b) where the employee participates in group insurance plans of the Employer, the employee and Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

25.11 An employee granted extended maternity leave pursuant to Article 25.09 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

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

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

25.14 Subject to Article 25.09 an employee on maternity leave who does not return to work at the expiry of their maternity leave shall be considered to have resigned their position.

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

25.16 Child Care Leave and Adoption Leave:

- (a) An employee who is the natural or adoptive parent shall be granted upon request in writing, child care leave or adoption leave without pay for a period up to sixty-two (62) weeks.
- (b) The sixty-two (62) week of leave referred to in 25.16(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee’s care and shall end no later than seventy-eight (78) weeks after this date.
- (c) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and the Employer agree otherwise, and shall give the Employer a minimum of six (6) weeks’ notice of their intent to

take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

- (d) If the other parent intends to take child care leave, they shall give a minimum of six (6) weeks' written notice to the Employer of a commencement date and duration of the leave.
- (e) For the adoptive parents, such adoption shall be requested as soon as possible to the commencement of the leave.
- (f) If both parents are employees, the sixty-two (62) week child care leave or adoption leave may be taken by one (1) parent or shared by the two (2) parents, provided the combined leave period does not exceed sixty-two (62) weeks.
- (g) An employee returning to work from child care leave or adoption leave shall be reinstated to their previously held position at a rate of pay that is equivalent to or greater than the rate of pay they were receiving immediately prior to the departure on leave. If the employee's previously held position has been affected by layoff, the provisions of Article 17 shall apply.
- (h) During the period of child care leave or adoption leave up to sixty-two (62) weeks only specified in Article 25.16 (a) thereto:
 - (i) an employee continues to earn seniority and continuous service credits based on what their regular hours of work would have been;
 - (ii) when an employee participates in group insurance plans of the Employer, such employee may, if permissible under the relevant plan, continue contributions including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.
 - (iii) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which they are absent on child care leave or adoption leave for more than one-half (½) of the number of working days in that month.
 - (iv) the Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave or adoption leave requested in Article 25.16(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans continue contributions including those of the Employer during such extended leave period. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

25.17 Subject to Article 25.16(a) above, an employee on child care leave or adoption leave who does not return to work at the expiry of such leave shall be considered to have resigned their position.

25.18 An employee shall be granted two (2) day's leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of the employee's partner's child.

25.19 Should both parents be employed with the Public Service of New Brunswick, the leave may be shared between parents; however, only one (1) parent at a time will be eligible to receive Supplemental Unemployment Benefit Plan benefits as applicable in Article 25.05.

ARTICLE 26 - BEREAVEMENT LEAVE

26.01 Upon application, an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one (1) of which shall be the day of the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of a mother, father, person in loco parentis, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 26.04.

26.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one (1) of which shall be the day of the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relative living in the employee's household. Additional bereavement leave may be granted under Article 26.04.

26.03 (a) An employee shall be granted three (3) consecutive calendar days leave of absence without loss of salary or benefits, one (1) of which shall be the day of the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of the employee's aunt, uncle, niece or nephew.

(b) An employee shall be granted one (1) working day leave of absence, to attend the funeral, memorial service, other commemorative gathering, burial or interment in the event of the death of the employee's ex-spouse, without loss of salary or benefits.

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

26.05 Pallbearer Leave

One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus traveling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

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

26.07 If the burial or interment does not immediately follow the funeral, memorial service, other commemorative gathering, the employee may request in writing to use one (1) of the days of leave without loss of regular pay available under 26.01-26.03 at a later date to attend the burial or interment.

ARTICLE 27 - COURT LEAVE:

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

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

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

27.03 Paid court leave shall not be granted,

- (a) to an employee when the court or similar proceedings have been initiated by himself;

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

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

ARTICLE 28 – EDUCATIONAL LEAVE

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

ARTICLE 29 – LEAVE FOR UNION BUSINESS

29.01 Meetings During the Grievance Process

- (a) Time off for Liaison Officers

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

- (b) Employee presenting a Grievance

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

- (i) where the Employer originates a meeting with the employee who has presented the grievance, time off with pay;
- (ii) where an employee who has presented a grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held in their district and leave without pay, but with salary maintained and reimbursement by the Union when the meeting is held outside their district;
- (iii) where an employee has presented a grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

- (c) Employee who acts as a Representative

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a grievance, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held in their district and leave without pay when the meeting is held outside their district.

- (d) Grievance Investigations

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

- 29.02 (a) Liaison Officers: The Employer recognizes the functions of the Liaison Officer include:
- (i) servicing complaints or grievances on behalf of the members of the Bargaining Units;
 - (ii) receiving from the Employer and on behalf of the members in the workplace, information regarding Employer policies, etc., which affect employees.
- (b) Each workplace will inform the Employer in writing of the name of the Liaison Officer(s) and provide an update from time to time.

29.03 Liaison Officers shall be entitled to leave their jobs with their supervisor's permission. Permission will not be unreasonably withheld. When resuming their regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay, will give their supervisor an explanation of their absence. Employees shall not suffer a loss of regular pay while attending these duties.

29.04 (a) The Employer agrees to acquaint new employees who are performing Bargaining Unit work with the fact that a collective agreement is in effect and to inform the new employee of the name and location of their Liaison Officer. If the Liaison Officer ordinarily works in the same workplace as a new employee, the Employer shall grant the Liaison Officer reasonable time, to a maximum of (30) minutes, to introduce the new employee to the Union. In the case of multiple new employees in the Liaison Officer's workplace, the Liaison Officer will make all reasonable attempts to meet with the new employees as a group, in which case the total time of the meeting will not exceed thirty (30) minutes. The introduction of new employees will occur when operational requirements permit. **(Technical Inspection, Laboratory and Medical Bargaining Units Only)**

29.04 (b) The Employer agrees to acquaint new employees who are performing bargaining unit work with the fact that a Collective Agreement is in effect and to inform the new employee of the name and location of their Liaison Officer. **(Engineering and Field and Highway Supervisors Bargaining Units Only)**

29.05 Liaison Officer training courses: Where operational requirements permit, the Employer will grant leave without pay up to two (2) days to a reasonable number of employees who work in the capacity of the Liaison Officer on behalf of the Union to undertake training related to the duties of the Liaison Officer. The Employer will maintain the salary and benefits of the employee during such leave and the Union shall reimburse the Employer.

29.06 Contract Negotiations Meetings

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

29.07 Preparatory Contract Negotiations Meetings

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

29.08 Meetings Between Employee Organizations and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

29.09 Employee Organization Executive Council Meetings, Annual General Meetings and Conventions

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

29.10 A leave of absence without pay for up to three (3) years shall be granted to a member of the New Brunswick Union of Public and Private Employees elected or appointed to a full-time position with the Union as the Union President. Such leave may be extended for a further three (3) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject the following conditions:

- (a) At least sixty (60) days notice of intention to return to work shall be given to the Employer;
- (b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they should be placed in a comparable position in the same department. The first available vacancy in their former workplace, in the same classification and same employment status will be awarded to the employee without the necessity of posting;
- (c) Any period of orientation required will be paid by the Employer and the Union will reimburse the Employer;
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay those of the Employer;
- (e) The employee's seniority shall continue to accrue.

ARTICLE 30 - OTHER LEAVES OF ABSENCE

30.01 Examination Leave

- (a) If the Employer requires an employee to write an examination or attend a competition to assess the qualifications of the employee, and the employee is required to be away from the employee's job in order to write the examination or attend the competition, the employee shall not suffer any loss of pay or break in service for the time absent from the job.
- (b) Where an employee has taken an authorized educational course, at the request of the Employer, the employee shall be reimbursed for all reasonable expenses incurred by the employee for the purpose of attending any and all interviews and/or examinations for accreditation by the recognized Professional Society, Educational Body or Institution. Where there is a choice, the date and location of the employee's attendance will be at the discretion of the Employer.

30.02 Conference Assignment

Where the Employer assigns an employee to attend a conference or seminar, payment of the employee's reasonable expenses may be approved by the Employer in accordance with Article 21.10.

30.03 Leave for Other Reasons

At the discretion of the Employer, special leave with pay 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) when circumstances not directly attributable to the employee prevent their reporting for duty;
- (c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

Such leave shall not be unreasonably withheld or unreasonably requested. For purposes of this Article 30.03, "emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

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

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

30.05 Prior to an employee being seconded to a position outside any Bargaining Unit covered by this Collective Agreement, or an employee in a Bargaining Unit not covered by this Collective Agreement being seconded to a position in any Bargaining Unit covered by this Collective Agreement, the Employer and the Union shall attempt to enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include, but are not limited to, length of secondment, hours of work, rate of pay, vacation, premiums, training, union dues, seniority and grievance/adjudication process. The seconded employee shall sign the Letter of Agreement to acknowledge that they understand and accept the terms of the secondment.

30.06 Compassionate Care Leave

Employees in the Bargaining Units shall have the right to apply for a leave of absence without pay in accordance with the Compassionate Care Leave provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

30.07 Domestic Violence Leave

Employees in the bargaining unit shall have the right to apply for Domestic Violence Leave, Intimate Partner Violence Leave, or Sexual Violence Leave per the provisions of the New Brunswick *Employment Standards Act* and Regulations thereto.

ARTICLE 31 – HEALTH AND SAFETY

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

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

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

31.03 (a) An employee required to wear safety footwear shall, upon proof of purchase, be reimbursed by the Employer for the actual cost of C.S.A. approved footwear up to a maximum of:

- (i) \$175 per fiscal year or;
- (ii) \$350 over a two (2) consecutive fiscal year period.

(b) An employee required to wear safety footwear shall be reimbursed by the Employer \$175 on April 1 of each year. **(Highway Supervisor Bargaining Unit only)**

(c) The Employer agrees to reimburse each employee on the basis of uniforms and laboratory coats or other appropriate clothing and footwear purchased up to \$175 per employee per fiscal year, provided that such clothing is in keeping with professional appearance and the employee submits acceptable proof of purchase to

the Employer. The Employer will launder uniforms and laboratory coats. **(Engineering and Field and Laboratory and Medical Bargaining Units only)**

(d) Where the Employer requires an employee to wear specific uniforms, such uniforms will be supplied by the Employer. **(Engineering and Field and Laboratory and Medical Bargaining Units only)**

(e) Every effort will be made to provide summer issue clothing by May fifteenth (15th) and winter clothing by September fifteenth (15th) of each year. **(Engineering and Field and Laboratory and Medical Bargaining Units only)**

(f) The Employer agrees to clean and repair issued clothing in accordance with current practices. **(Engineering and Field and Laboratory and Medical Bargaining Units only)**

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

ARTICLE 32 – EMPLOYEE BENEFITS PROGRAM

32.01 Health and Dental Plans

- (a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the Province of New Brunswick Health Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.
- (b) The Employer shall pay fifty percent (50%) of the cost of the Province of New Brunswick Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.
- (c) In the event that, during the life of this Agreement, additional benefits are added to the Plans resulting in higher premiums being levied by the Standing Committee on Insured Benefits, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present cost sharing basis of the Plans.

32.02 Injured on Duty

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

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

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

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

32.03 Group Life Insurance

- (a) The Employer shall cooperate with the Union to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Union for participation in any plan other than the Employer's plan.
- (b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at present.

32.04 Retirement Allowance

- (a) Subject to Articles 32.04(c) and (d) and 32.05 below, when an employee with a continuous service date falling before March 31, 2016 and having continuous service of five (5) years or more, who elected a retirement allowance deferral retires due to disability, or age, or dies, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial years of service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay. Such allowance for seasonal or 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.
- (b) An employee who "retires" is one who:
 - (i) retires at age fifty-five (55) (or later): or
 - (ii) is granted under the applicable pension plan
 - an annual allowance (an actuarially reduced pension); or
 - an immediate pension.
- (c) Where an employee with a continuous service date falling before March 31, 2016, who elected a retirement allowance deferral dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, their beneficiary, or estate as the case may be.
- (d) The retirement allowance was discontinued effective March 31, 2016 as follows:
 - (i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.
 - (ii) Employees with a continuous service date falling before March 31, 2016, who elected a retirement allowance deferral, shall retain the full years of continuous service, and prorated credit for partial years of service, accumulated up to March 31, 2016 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2016 for the purpose of calculating the retirement allowance.
- (e) For the purposes of Article 32.04, an employee who was deemed to have deferred their retirement allowance per Article 32.05 (e) of the previous Agreements that each expired on February 29, 2020 shall continue to be considered an employee who has been deemed to have deferred their payment until retirement and as such shall be considered an employee who elected a retirement allowance deferral.

32.05 Payment of Retirement Allowance

- (a) Deferred lump sum payment: a single lump sum payment deferred to the time of the employee's retirement based on the employee's full years of continuous service and the prorated amount for partial years of continuous service on March 31, 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. At the written request of an employee, payment of the deferred retirement allowance in whole or in part may be held over to the taxation year following the

year in which the retirement allowance would normally be paid. There shall be no more than one (1) payment in each of the two (2) taxation years.

- (b) An employee who selected and received an immediate lump sum payment under Article 32.05 (a) (i) of the previous Agreements that all expired on February 29, 2020, will not be eligible for any further retirement allowance payment at their retirement.

32.06 Layoff allowance

- (a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after (date of signing) for all employees.
- (b) When an employee is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full and partial year 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 seasonal 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 they were laid off, to the employee, their beneficiary, or estate as the case may be.

32.07 Retirement

The normal retirement age shall be sixty-five (65), or as defined in the applicable pension plan. An employee may work beyond the normal retirement age.

32.08 Liability Protection

Employees shall be covered by the Employers Personal Liability Protection Policy as stated in Treasury Board Minute 98.0551 and as amended from time to time.

ARTICLE 33 - PART-TIME EMPLOYEE PROVISIONS

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

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

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

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

33.03 Notwithstanding Article 21.06, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

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

33.05 Part-time employees who do not qualify for the Public Service Shared Risk Pension Plan may participate, on a voluntary basis, in the pension plan for part-time employees with equal contributions from Employer and employee up to four and one half percent (4.5%).

ARTICLE 34 – PORTABILITY

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

- (a) an employee is entitled to transfer unused sick leave credits to a maximum of two hundred and forty (240) days credit;
- (b) an employee is entitled to transfer unused vacation leave credits.
- (c) an employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision;
- (d) an employee shall be entitled to transfer the employee's accumulated pension credits to any other pension plan that is applicable upon the employee's becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 35 – TECHNOLOGICAL CHANGE

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

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

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

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

ARTICLE 36 - MERGER AND AMALGAMATION

36.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the Bargaining Unit, the employer agrees to notify in writing the employees and the Union at least one hundred and twenty (120) calendar days in advance of the implementation of such change.

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

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

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

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

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

ARTICLE 37 - DURATION AND TERMINATION

37.01 This agreement constitutes the entire agreement between the Parties and shall be in effect for the term beginning March 1, 2020 and ending March 31, 2024 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either Party requests the negotiations of a new agreement by giving written notice to the other Party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or renewal thereof.

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

ARTICLE 38 - RETROACTIVITY

38.01 Wages under this agreement are effective from February 29, 2020. Retroactive pay shall apply to all paid hours including regular overtime, standby, telephone work and callback.

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

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

38.03 (a) Any person eligible for retroactive pay hereunder and who is not employed on the date of signing of this Collective Agreement shall make claim by notice in writing to the Employer within sixty (60) calendar days from the signing of this Collective Agreement. Failure to make such claim within the sixty (60) day period, will result in forfeiture of any entitlement to retroactive pay. It shall be the sole responsibility of the former employee to make the claim for retroactive pay.

(b) The Employer shall deduct union dues in accordance with Article 7 from any retroactive payments made under this article.

(c) When an employee who is entitled to receive retroactive pay dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee.

38.04 Persons not eligible for retroactive payment are as follows:

- (a) Those persons who have been discharged for matters of discipline.
- (b) Persons who are not employees as defined in articles 1.04 to 1.08.
- (c) Those persons who left their employment before completing the probationary period

38.05 All other changes are effective on the date of signing of the Collective Agreement unless otherwise specifically stated in the Agreement.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

SCHEDULE A-1

SCHEDULE A-1
TECHNICAL INSPECTION
MARCH 1, 2020
2.00%

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max	21	22	23	24
Group 1	Appraiser I Assessor I	1294	1310	1325	1339	1354	1370	1387	1408	1426	1444	1461	1477	1494	1511	1529	1547	1564	1582	1601	1624	1644	1667	1684	1703	
Group 2	Fish Inspector I Public Health Technician	1411	1438	1462	1487	1512	1538	1563	1590	1620	1652	1680	1707	1736	1766	1795	1829	1864	1896	1928	1959	1982	2007	2032	2056	
Group 3	Appraiser II Fish Inspector II Residential Assessor I ***	1668	1694	1721	1751	1781	1812	1845	1882	1914	1943	1977	2012	2048	2087	2123	2157	2193	2232	2273	2316	2343	2370	2397	2426	
Group 4	Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2016	2040	2067	2091	2117	2136	2162	2188	2214	2247	2271	2301	2335	2363	2385	2415	2444	2470	2505	2532	2559	2594	2622	2654	
Group 5	Commercial Assessor *** Public Health Inspector * & ** Property Management Agent Assistant Manager ***	2202	2232	2259	2287	2319	2352	2376	2400	2429	2458	2492	2518	2549	2582	2611	2641	2676	2708	2748	2773	2805	2845	2876	2915	
Group 6	Heavy Industrial Specialist *** Senior Valuation Specialist ***	2405	2432	2461	2494	2520	2551	2585	2615	2644	2679	2710	2751	2775	2809	2849	2879	2919	2956	2991	3021	3052	3095	3128	3171	

**Only those employees classified as a Public Health Inspector will be paid a temporary market adjustment of 4.8% above the rates for steps 1 to 24*

**SCHEDULE A-1
TECHNICAL INSPECTION
OCTOBER 1, 2020**

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max	21	22	23	24
Group 1	Appraiser I Assessor I	1294	1310	1325	1339	1354	1370	1387	1408	1426	1444	1461	1477	1494	1511	1529	1547	1564	1582	1601	1624	1644	1667	1684	1703	
Group 2	Fish Inspector I Public Health Technician	1411	1438	1462	1487	1512	1538	1563	1590	1620	1652	1680	1707	1736	1766	1795	1829	1864	1896	1928	1959	1982	2007	2032	2056	
Group 3	Appraiser II Fish Inspector II Residential Assessor I ***	1668	1694	1721	1751	1781	1812	1845	1882	1914	1943	1977	2012	2048	2087	2123	2157	2193	2232	2273	2316	2343	2370	2397	2426	
Group 4	Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2016	2040	2067	2091	2117	2136	2162	2188	2214	2247	2271	2301	2335	2363	2385	2415	2444	2470	2505	2532	2559	2594	2622	2654	
Group 5	Commercial Assessor *** Public Health Inspector * & **	2202	2232	2259	2287	2319	2352	2376	2400	2429	2458	2492	2518	2549	2582	2611	2641	2676	2708	2748	2773	2805	2845	2876	2915	
Group 6	Property Management Agent Assistant Manager *** Heavy Industrial Specialist *** Senior Valuation Specialist ***	2405	2432	2461	2494	2520	2551	2585	2615	2644	2679	2710	2751	2775	2809	2849	2879	2919	2956	2991	3021	3052	3095	3128	3171	

* Included in the Public Health Inspector is a 4.8% Market Adjustment for pay steps 1 to 24. (Prior to October 1, 2020 the 4.8% adjustment was not included in the base rate.)

** Public Health Inspectors & Motor Vehicle Safety Officers will receive a 5% resourcing adjustment effective October 1, 2020.

***Residential Assessor I & II, Commercial Assessor, Senior Valuation Specialist, Assistant Manager, and Heavy Industrial Specialist will receive a 10% resourcing adjustment effective October 1, 2020.

SCHEDULE A-1
 TECHNICAL INSPECTION
 MARCH 1, 2021
 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max	21	22	23	24
Group 1 Appraiser I Assessor I	1320	1336	1352	1366	1381	1397	1415	1436	1455	1473	1490	1507	1524	1541	1560	1578	1595	1614	1633	1656	1677	1700	1718	1737	
Group 2 Fish Inspector I Public Health Technician	1439	1467	1491	1517	1542	1569	1594	1622	1652	1685	1714	1741	1771	1801	1831	1866	1901	1934	1967	1998	2022	2047	2073	2097	
Group 3 Appraiser II Fish Inspector II Residential Assessor I ***	1701	1728	1755	1786	1817	1848	1882	1920	1952	1982	2017	2052	2089	2129	2165	2200	2237	2277	2318	2362	2390	2417	2445	2475	
Group 4 Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2056	2081	2108	2133	2159	2179	2205	2232	2258	2292	2316	2347	2382	2410	2433	2463	2493	2519	2555	2583	2610	2646	2674	2707	
Group 5 Commercial Assessor *** Public Health Inspector * & **	2246	2277	2304	2333	2365	2399	2424	2448	2478	2507	2542	2568	2600	2634	2663	2694	2730	2762	2803	2828	2861	2902	2934	2973	
Group 6 Property Management Agent Assistant Manager *** Heavy Industrial Specialist *** Senior Valuation Specialist ***	2453	2481	2510	2544	2570	2602	2637	2667	2697	2733	2764	2806	2831	2865	2906	2937	2977	3015	3051	3081	3113	3157	3191	3234	

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SCHEDULE A-1
 TECHNICAL INSPECTION
 MARCH 1, 2022
 2.00%

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
Group 1	Appraiser I Assessor I	1346	1363	1379	1393	1409	1425	1443	1465	1484	1502	1520	1537	1554	1572	1591	1610	1627	1646	1666	1689	1711	1734	1752	1772
Group 2	Fish Inspector I Public Health Technician	1468	1496	1521	1547	1573	1600	1626	1654	1685	1719	1748	1776	1806	1837	1868	1903	1939	1973	2006	2038	2062	2088	2114	2139
Group 3	Appraiser II Fish Inspector II Residential Assessor I ***	1735	1763	1790	1822	1853	1885	1920	1958	1991	2022	2057	2093	2131	2172	2208	2244	2282	2323	2364	2409	2438	2465	2494	2525
Group 4	Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2097	2123	2150	2176	2202	2223	2249	2277	2303	2338	2362	2394	2430	2458	2482	2512	2543	2569	2606	2635	2662	2699	2727	2761
Group 5	Commercial Assessor *** Public Health Inspector * & **	2291	2323	2350	2380	2412	2447	2472	2497	2528	2557	2593	2619	2652	2687	2716	2748	2785	2817	2859	2885	2918	2960	2993	3032
Group 6	Property Management Agent Assistant Manager *** Heavy Industrial Specialist *** Senior Valuation Specialist ***	2502	2531	2560	2595	2621	2654	2690	2720	2751	2788	2819	2862	2888	2922	2964	2996	3037	3075	3112	3143	3175	3220	3255	3299

* Included in the Public Health Inspector is a 4.8% Market Adjustment for pay steps 1 to 24. (Prior to October 1, 2020 the 4.8% adjustment was not included in the base rate.)

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***Residential Assessor I & II, Commercial Assessor, Senior Valuation Specialist, Assistant Manager, and Heavy Industrial Specialist will receive a 10% resourcing adjustment effective October 1, 2020.

**SCHEDULE A-1
TECHNICAL INSPECTION
MARCH 1, 2023
2.00%**

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max	21	22	23	24
Group 1	Appraiser I Assessor I	1373	1390	1407	1421	1437	1454	1472	1494	1514	1532	1550	1568	1585	1603	1623	1642	1660	1679	1699	1723	1745	1769	1787	1807	
Group 2	Fish Inspector I Public Health Technician	1497	1526	1551	1578	1604	1632	1659	1687	1719	1753	1783	1812	1842	1874	1905	1941	1978	2012	2046	2079	2103	2130	2156	2182	
Group 3	Appraiser II Fish Inspector II Residential Assessor I ***	1770	1798	1826	1858	1890	1923	1958	1997	2031	2062	2098	2135	2174	2215	2252	2289	2328	2369	2411	2457	2487	2514	2544	2576	
Group 4	Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2139	2165	2193	2220	2246	2267	2294	2323	2349	2385	2409	2442	2479	2507	2532	2562	2594	2620	2658	2688	2715	2753	2782	2816	
Group 5	Commercial Assessor *** Public Health Inspector * & **	2337	2369	2397	2428	2460	2496	2521	2547	2579	2608	2645	2671	2705	2741	2770	2803	2841	2873	2916	2943	2976	3019	3053	3093	
Group 6	Property Management Agent Assistant Manager *** Heavy Industrial Specialist *** Senior Valuation Specialist ***	2552	2582	2611	2647	2673	2707	2744	2774	2806	2844	2875	2919	2946	2980	3023	3056	3098	3137	3174	3206	3239	3284	3320	3365	

* Included in the Public Health Inspector is a 4.8% Market Adjustment for pay steps 1 to 24.(Prior to October 1, 2020 the 4.8% adjustment was not included in the base rate.)

** Public Health Inspectors & Motor Vehicle Safety Officers will receive a 5% resourcing adjustment effective October 1, 2020.

***Residential Assessor I & II, Commercial Assessor, Senior Valuation Specialist, Assistant Manager, and Heavy Industrial Specialist will receive a 10% resourcing adjustment effective October 1, 2020.

**SCHEDULE A-1
TECHNICAL INSPECTION
MARCH 1, 2024
0.167%**

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max 22	23	24
Group 1	Appraiser I Assessor I	1375	1392	1409	1423	1439	1456	1474	1496	1517	1535	1553	1571	1588	1606	1626	1645	1663	1682	1702	1726	1748	1772	1790	1810
Group 2	Fish Inspector I Public Health Technician	1500	1529	1554	1581	1607	1635	1662	1690	1722	1756	1786	1815	1845	1877	1908	1944	1981	2015	2049	2082	2107	2134	2160	2186
Group 3	Appraiser II Fish Inspector II Residential Assessor I ***	1773	1801	1829	1861	1893	1926	1961	2000	2034	2065	2102	2139	2178	2219	2256	2293	2332	2373	2415	2461	2491	2518	2548	2580
Group 4	Residential Assessor II *** Appraiser III Motor Vehicle Safety Officer **	2143	2169	2197	2224	2250	2271	2298	2327	2353	2389	2413	2446	2483	2511	2536	2566	2598	2624	2662	2692	2720	2758	2787	2821
Group 5	Commercial Assessor *** Public Health Inspector * & **	2341	2373	2401	2432	2464	2500	2525	2551	2583	2612	2649	2675	2710	2746	2775	2808	2846	2878	2921	2948	2981	3024	3058	3098
Group 6	Property Management Agent Assistant Manager *** Heavy Industrial Specialist *** Senior Valuation Specialist ***	2556	2586	2615	2651	2677	2712	2749	2779	2811	2849	2880	2924	2951	2985	3028	3061	3103	3142	3179	3211	3244	3289	3326	3371

* Included in the Public Health Inspector is a 4.8% Market Adjustment for pay steps 1 to 24.(Prior to October 1, 2020 the 4.8% adjustment was not included in the base rate.)

** Public Health Inspectors & Motor Vehicle Safety Officers will receive a 5% resourcing adjustment effective October 1, 2020.

***Residential Assessor I & II, Commercial Assessor, Senior Valuation Specialist, Assistant Manager, and Heavy Industrial Specialist will receive a 10% resourcing adjustment effective October 1, 2020.

SCHEDULE A-2

SCHEDULE A-2
TECHNICAL INSPECTION
MARCH 1, 2020
2.00%

	CPM																			Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Technical Services Inspector I	2016	2040	2067	2091	2117	2136	2162	2188	2214	2247	2271	2301	2335	2363	2385	2415	2444	2470	2505	2532	2559	2594	2622	2654				
Technical Services Inspector II & III Technical Services Inspector II-F	2202	2232	2259	2287	2319	2352	2376	2400	2429	2458	2492	2518	2549	2582	2611	2641	2676	2708	2748	2773	2805	2845	2876	2915*	2949	2981	3017	3047
Technical Services Inspector IV	2405	2432	2461	2494	2520	2551	2585	2615	2644	2679	2710	2751	2775	2809	2849	2879	2919	2956	2991	3021	3052	3095	3128	3171				

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

SCHEDULE A-2
TECHNICAL INSPECTION
MARCH 1, 2021
2.00%

	CPM																			Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Technical Services Inspector I	2056	2081	2108	2133	2159	2179	2205	2232	2258	2292	2316	2347	2382	2410	2433	2463	2493	2519	2555	2583	2610	2646	2674	2707				
Technical Services Inspector II & III Technical Services Inspector II-F	2246	2277	2304	2333	2365	2399	2424	2448	2478	2507	2542	2568	2600	2634	2663	2694	2730	2762	2803	2828	2861	2902	2934	2973*	3008	3041	3077	3108
Technical Services Inspector IV	2453	2481	2510	2544	2570	2602	2637	2667	2697	2733	2764	2806	2831	2865	2906	2937	2977	3015	3051	3081	3113	3157	3191	3234				

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

SCHEDULE A-2
TECHNICAL INSPECTION
MARCH 1, 2022
2.00%

	CPM																			Disc Max								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Technical Services Inspector I	2097	2123	2150	2176	2202	2223	2249	2277	2303	2338	2362	2394	2430	2458	2482	2512	2543	2569	2606	2635	2662	2699	2727	2761				
Technical Services Inspector II & III Technical Services Inspector II-F	2291	2323	2350	2380	2412	2447	2472	2497	2528	2557	2593	2619	2652	2687	2716	2748	2785	2817	2859	2885	2918	2960	2993	3032*	3068	3102	3139	3170
Technical Services Inspector IV	2502	2531	2560	2595	2621	2654	2690	2720	2751	2788	2819	2862	2888	2922	2964	2996	3037	3075	3112	3143	3175	3220	3255	3299				

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

**SCHEDULE A-2
TECHNICAL INSPECTION
MARCH 1, 2023
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max						
																				20	21	22	23	24	25	26	27	28
Technical Services Inspector I	2139	2165	2193	2220	2246	2267	2294	2323	2349	2385	2409	2442	2479	2507	2532	2562	2594	2620	2658	2688	2715	2753	2782	2816				
Technical Services Inspector II & III Technical Services Inspector II-F	2337	2369	2397	2428	2460	2496	2521	2547	2579	2608	2645	2671	2705	2741	2770	2803	2841	2873	2916	2943	2976	3019	3053	3093*	3129	3164	3202	3233
Technical Services Inspector IV	2552	2582	2611	2647	2673	2707	2744	2774	2806	2844	2875	2919	2946	2980	3023	3056	3098	3137	3174	3206	3239	3284	3320	3365				

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

**SCHEDULE A-2
TECHNICAL INSPECTION
MARCH 1, 2024
0.167%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max						
																				20	21	22	23	24	25	26	27	28
Technical Services Inspector I	2143	2169	2197	2224	2250	2271	2298	2327	2353	2389	2413	2446	2483	2511	2536	2566	2598	2624	2662	2692	2720	2758	2787	2821				
Technical Services Inspector II & III Technical Services Inspector II-F	2341	2373	2401	2432	2464	2500	2525	2551	2583	2612	2649	2675	2710	2746	2775	2808	2846	2878	2921	2948	2981	3024	3058	3098*	3134	3169	3207	3238
Technical Services Inspector IV	2556	2586	2615	2651	2677	2712	2749	2779	2811	2849	2880	2924	2951	2985	3028	3061	3103	3142	3179	3211	3244	3289	3326	3371				

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

SCHEDULE A-3

SCHEDULE A-3 LABORATORY AND MEDICAL

MARCH 1, 2020

2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																					20	21	22	23
Lab Technologist I	1656	1675	1696	1715	1732	1755	1780	1802	1823	1844	1870	1889	1914	1934	1957	1977	2008	2032	2055	2080	2107	2129	2152	2180
Lab Technologist II	1999	2026	2050	2074	2100	2124	2147	2175	2197	2226	2254	2285	2316	2346	2369	2396	2427	2452	2483	2513	2543	2577	2602	2631
Lab Technologist III	2100	2127	2149	2172	2197	2221	2250	2280	2307	2337	2364	2393	2424	2456	2482	2513	2547	2570	2601	2630	2661	2700	2731	2762
Lab Technologist IV	2186	2213	2242	2270	2299	2336	2358	2383	2411	2440	2468	2501	2532	2563	2594	2622	2654	2686	2722	2757	2787	2824	2853	2891

SCHEDULE A-3 LABORATORY AND MEDICAL

MARCH 1, 2021

2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																					20	21	22	23
Lab Technologist I	1689	1709	1730	1749	1767	1790	1816	1838	1859	1881	1907	1927	1952	1973	1996	2017	2048	2073	2096	2122	2149	2172	2195	2224
Lab Technologist II	2039	2067	2091	2115	2142	2166	2190	2219	2241	2271	2299	2331	2362	2393	2416	2444	2476	2501	2533	2563	2594	2629	2654	2684
Lab Technologist III	2142	2170	2192	2215	2241	2265	2295	2326	2353	2384	2411	2441	2472	2505	2532	2563	2598	2621	2653	2683	2714	2754	2786	2817
Lab Technologist IV	2230	2257	2287	2315	2345	2383	2405	2431	2459	2489	2517	2551	2583	2614	2646	2674	2707	2740	2776	2812	2843	2880	2910	2949

SCHEDULE A-3 LABORATORY AND MEDICAL

MARCH 1, 2022

2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																					20	21	22	23
Lab Technologist I	1723	1743	1765	1784	1802	1826	1852	1875	1896	1919	1945	1966	1991	2012	2036	2057	2089	2114	2138	2164	2192	2215	2239	2268
Lab Technologist II	2080	2108	2133	2157	2185	2209	2234	2263	2286	2316	2345	2378	2409	2441	2464	2493	2526	2551	2584	2614	2646	2682	2707	2738
Lab Technologist III	2185	2213	2236	2259	2286	2310	2341	2373	2400	2432	2459	2490	2521	2555	2583	2614	2650	2673	2706	2737	2768	2809	2842	2873
Lab Technologist IV	2275	2302	2333	2361	2392	2431	2453	2480	2508	2539	2567	2602	2635	2666	2699	2727	2761	2795	2832	2868	2900	2938	2968	3008

**SCHEDULE A-3
LABORATORY AND MEDICAL
MARCH 1, 2023
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max		
																				20	21	22	23	24
Lab Technologist I	1757	1778	1800	1820	1838	1863	1889	1913	1934	1957	1984	2005	2031	2052	2077	2098	2131	2156	2181	2207	2236	2259	2284	2313
Lab Technologist II	2122	2150	2176	2200	2229	2253	2279	2308	2332	2362	2392	2426	2457	2490	2513	2543	2577	2602	2636	2666	2699	2736	2761	2793
Lab Technologist III	2229	2257	2281	2304	2332	2356	2388	2420	2448	2481	2508	2540	2571	2606	2635	2666	2703	2726	2760	2792	2823	2865	2899	2930
Lab Technologist IV	2321	2348	2380	2408	2440	2480	2502	2530	2558	2590	2618	2654	2688	2719	2753	2782	2816	2851	2889	2925	2958	2997	3027	3068

**SCHEDULE A-3
LABORATORY AND MEDICAL
MARCH 1, 2024
0.167%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max		
																				20	21	22	23	24
Lab Technologist I	1760	1781	1803	1823	1841	1866	1892	1916	1937	1960	1987	2008	2034	2055	2080	2102	2135	2160	2185	2211	2240	2263	2288	2317
Lab Technologist II	2126	2154	2180	2204	2233	2257	2283	2312	2336	2366	2396	2430	2461	2494	2517	2547	2581	2606	2640	2670	2704	2741	2766	2798
Lab Technologist III	2233	2261	2285	2308	2336	2360	2392	2424	2452	2485	2512	2544	2575	2610	2639	2670	2708	2731	2765	2797	2828	2870	2904	2935
Lab Technologist IV	2325	2352	2384	2412	2444	2484	2506	2534	2562	2594	2622	2658	2692	2724	2758	2787	2821	2856	2894	2930	2963	3002	3032	3073

SCHEDULE A-4

**SCHEDULE A-4 72.5 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2020
2.00%**

																				CPM	Disc Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Engineering & Field 1	1269	1298	1319	1331	1345	1361	1377	1398	1416	1438	1450	1468	1483	1498	1523	1537	1556	1572	1589	1611	1635	1658	1673	1696	
Engineering & Field 2	1399	1417	1439	1452	1469	1485	1501	1524	1538	1557	1573	1590	1612	1636	1659	1675	1697	1716	1736	1758	1782	1802	1824	1845	
Engineering & Field 3	1525	1539	1558	1574	1591	1615	1637	1660	1677	1699	1717	1737	1760	1785	1804	1825	1847	1872	1891	1916	1936	1960	1979	2009	
Engineering & Field 4 Electromechanical Tech	1658	1673	1696	1715	1734	1756	1781	1800	1823	1844	1869	1889	1913	1933	1958	1975	2008	2032	2056	2080	2106	2130	2154	2181	
Engineering & Field 5	1821	1841	1867	1887	1910	1931	1955	1973	2003	2029	2054	2078	2104	2127	2149	2179	2201	2228	2261	2289	2322	2348	2373	2398	
Engineering & Field 6	1999	2026	2050	2076	2101	2125	2145	2173	2199	2226	2256	2286	2314	2345	2369	2395	2428	2452	2482	2514	2543	2577	2603	2632	
Engineering & Field 7	2188	2214	2242	2272	2299	2334	2358	2382	2409	2441	2467	2501	2533	2562	2594	2622	2653	2689	2722	2759	2787	2820	2853	2892	
Engineering & Field 8	2386	2413	2443	2469	2505	2535	2564	2597	2624	2657	2691	2727	2761	2790	2826	2856	2896	2933	2967	3002	3030	3070	3105	3145	

**SCHEDULE A-4 72.5 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2021
2.00%**

																				CPM	Disc Max				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
Engineering & Field 1	1294	1324	1345	1358	1372	1388	1405	1426	1444	1467	1479	1497	1513	1528	1553	1568	1587	1603	1621	1643	1668	1691	1706	1730	
Engineering & Field 2	1427	1445	1468	1481	1498	1515	1531	1554	1569	1588	1604	1622	1644	1669	1692	1709	1731	1750	1771	1793	1818	1838	1860	1882	
Engineering & Field 3	1556	1570	1589	1605	1623	1647	1670	1693	1711	1733	1751	1772	1795	1821	1840	1862	1884	1909	1929	1954	1975	1999	2019	2049	
Engineering & Field 4 Electromechanical Tech	1691	1706	1730	1749	1769	1791	1817	1836	1859	1881	1906	1927	1951	1972	1997	2015	2048	2073	2097	2122	2148	2173	2197	2225	
Engineering & Field 5	1857	1878	1904	1925	1948	1970	1994	2012	2043	2070	2095	2120	2146	2170	2192	2223	2245	2273	2306	2335	2368	2395	2420	2446	
Engineering & Field 6	2039	2067	2091	2118	2143	2168	2188	2216	2243	2271	2301	2332	2360	2392	2416	2443	2477	2501	2532	2564	2594	2629	2655	2685	
Engineering & Field 7	2232	2258	2287	2317	2345	2381	2405	2430	2457	2490	2516	2551	2584	2613	2646	2674	2706	2743	2776	2814	2843	2876	2910	2950	
Engineering & Field 8	2434	2461	2492	2518	2555	2586	2615	2649	2676	2710	2745	2782	2816	2846	2883	2913	2954	2992	3026	3062	3091	3131	3167	3208	

**SCHEDULE A-4 72.5 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2022
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
Engineering & Field 1	1320	1350	1372	1385	1399	1416	1433	1455	1473	1496	1509	1527	1543	1559	1584	1599	1619	1635	1653	1676	1701	1725	1740	1765
Engineering & Field 2	1456	1474	1497	1511	1528	1545	1562	1585	1600	1620	1636	1654	1677	1702	1726	1743	1766	1785	1806	1829	1854	1875	1897	1920
Engineering & Field 3	1587	1601	1621	1637	1655	1680	1703	1727	1745	1768	1786	1807	1831	1857	1877	1899	1922	1947	1968	1993	2015	2039	2059	2090
Engineering & Field 4 Electromechanical Tech	1725	1740	1765	1784	1804	1827	1853	1873	1896	1919	1944	1966	1990	2011	2037	2055	2089	2114	2139	2164	2191	2216	2241	2270
Engineering & Field 5	1894	1916	1942	1964	1987	2009	2034	2052	2084	2111	2137	2162	2189	2213	2236	2267	2290	2318	2352	2382	2415	2443	2468	2495
Engineering & Field 6	2080	2108	2133	2160	2186	2211	2232	2260	2288	2316	2347	2379	2407	2440	2464	2492	2527	2551	2583	2615	2646	2682	2708	2739
Engineering & Field 7	2277	2303	2333	2363	2392	2429	2453	2479	2506	2540	2566	2602	2636	2665	2699	2727	2760	2798	2832	2870	2900	2934	2968	3009
Engineering & Field 8	2483	2510	2542	2568	2606	2638	2667	2702	2730	2764	2800	2838	2872	2903	2941	2971	3013	3052	3087	3123	3153	3194	3230	3272

**SCHEDULE A-4 72.5 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2023
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
Engineering & Field 1	1346	1377	1399	1413	1427	1444	1462	1484	1502	1526	1539	1558	1574	1590	1616	1631	1651	1668	1686	1710	1735	1760	1775	1800
Engineering & Field 2	1485	1503	1527	1541	1559	1576	1593	1617	1632	1652	1669	1687	1711	1736	1761	1778	1801	1821	1842	1866	1891	1913	1935	1958
Engineering & Field 3	1619	1633	1653	1670	1688	1714	1737	1762	1780	1803	1822	1843	1868	1894	1915	1937	1960	1986	2007	2033	2055	2080	2100	2132
Engineering & Field 4 Electromechanical Tech	1760	1775	1800	1820	1840	1864	1890	1910	1934	1957	1983	2005	2030	2051	2078	2096	2131	2156	2182	2207	2235	2260	2286	2315
Engineering & Field 5	1932	1954	1981	2003	2027	2049	2075	2093	2126	2153	2180	2205	2233	2257	2281	2312	2336	2364	2399	2430	2463	2492	2517	2545
Engineering & Field 6	2122	2150	2176	2203	2230	2255	2277	2305	2334	2362	2394	2427	2455	2489	2513	2542	2578	2602	2635	2667	2699	2736	2762	2794
Engineering & Field 7	2323	2349	2380	2410	2440	2478	2502	2529	2556	2591	2617	2654	2689	2718	2753	2782	2815	2854	2889	2927	2958	2993	3027	3069
Engineering & Field 8	2533	2560	2593	2619	2658	2691	2720	2756	2785	2819	2856	2895	2929	2961	3000	3030	3073	3113	3149	3185	3216	3258	3295	3337

**SCHEDULE A-4 72.5 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2024
0.167%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
																					21	22	23	24
Engineering & Field 1	1348	1379	1401	1415	1429	1446	1464	1486	1505	1529	1542	1561	1577	1593	1619	1634	1654	1671	1689	1713	1738	1763	1778	1803
Engineering & Field 2	1487	1506	1530	1544	1562	1579	1596	1620	1635	1655	1672	1690	1714	1739	1764	1781	1804	1824	1845	1869	1894	1916	1938	1961
Engineering & Field 3	1622	1636	1656	1673	1691	1717	1740	1765	1783	1806	1825	1846	1871	1897	1918	1940	1963	1989	2010	2036	2058	2083	2104	2136
Engineering & Field 4 Electromechanical Tech	1763	1778	1803	1823	1843	1867	1893	1913	1937	1960	1986	2008	2033	2054	2081	2100	2135	2160	2186	2211	2239	2264	2290	2319
Engineering & Field 5	1935	1957	1984	2006	2030	2052	2078	2096	2130	2157	2184	2209	2237	2261	2285	2316	2340	2368	2403	2434	2467	2496	2521	2549
Engineering & Field 6	2126	2154	2180	2207	2234	2259	2281	2309	2338	2366	2398	2431	2459	2493	2517	2546	2582	2606	2639	2671	2704	2741	2767	2799
Engineering & Field 7	2327	2353	2384	2414	2444	2482	2506	2533	2560	2595	2621	2658	2693	2723	2758	2787	2820	2859	2894	2932	2963	2998	3032	3074
Engineering & Field 8	2537	2564	2597	2623	2662	2695	2725	2761	2790	2824	2861	2900	2934	2966	3005	3035	3078	3118	3154	3190	3221	3263	3301	3343

SCHEDULE A-5

SCHEDULE A-5 80 HRS ENGINEERING AND FIELD PAY PLAN MARCH 1, 2020 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
	20	21	22	23	24																			
Engineering & Field 1	1400	1432	1455	1469	1484	1502	1519	1543	1562	1587	1600	1620	1636	1653	1681	1696	1717	1735	1753	1778	1804	1830	1846	1871
Engineering & Field 2	1544	1564	1588	1602	1621	1639	1656	1682	1697	1718	1736	1754	1779	1805	1831	1848	1873	1894	1916	1940	1966	1988	2013	2036
Engineering & Field 3	1683	1698	1719	1737	1756	1782	1806	1832	1850	1875	1895	1917	1942	1970	1991	2014	2038	2066	2087	2114	2136	2163	2184	2217
Engineering & Field 4 Electromechanical Tech	1830	1846	1871	1892	1913	1938	1965	1986	2012	2035	2062	2084	2111	2133	2161	2179	2216	2242	2269	2295	2324	2350	2377	2407
Engineering & Field 5	2009	2031	2060	2082	2108	2131	2157	2177	2210	2239	2266	2293	2322	2347	2371	2404	2429	2458	2495	2526	2562	2591	2618	2646
Engineering & Field 6	2206	2236	2262	2291	2318	2345	2367	2398	2426	2456	2489	2522	2553	2588	2614	2643	2679	2706	2739	2774	2806	2844	2872	2904
Engineering & Field 7	2414	2443	2474	2507	2537	2575	2602	2628	2658	2694	2722	2760	2795	2827	2862	2893	2927	2967	3004	3044	3075	3112	3148	3191
Engineering & Field 8	2633	2663	2696	2724	2764	2797	2829	2866	2895	2932	2969	3009	3047	3079	3118	3151	3196	3236	3274	3313	3343	3388	3426	3470

SCHEDULE A-5 80 HRS ENGINEERING AND FIELD PAY PLAN MARCH 1, 2021 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
	20	21	22	23	24																			
Engineering & Field 1	1428	1461	1484	1498	1514	1532	1550	1574	1593	1619	1632	1652	1670	1686	1714	1730	1751	1769	1789	1813	1841	1866	1882	1909
Engineering & Field 2	1575	1594	1620	1634	1653	1672	1689	1715	1731	1752	1770	1790	1814	1842	1867	1886	1910	1931	1954	1978	2006	2028	2052	2077
Engineering & Field 3	1717	1732	1753	1771	1791	1817	1843	1868	1888	1912	1932	1955	1981	2009	2030	2055	2079	2106	2129	2156	2179	2206	2228	2261
Engineering & Field 4 Electromechanical Tech	1866	1882	1909	1930	1952	1976	2005	2026	2051	2076	2103	2126	2153	2176	2204	2223	2260	2287	2314	2342	2370	2398	2424	2455
Engineering & Field 5	2049	2072	2101	2124	2150	2174	2200	2220	2254	2284	2312	2339	2368	2394	2419	2453	2477	2508	2545	2577	2613	2643	2670	2699
Engineering & Field 6	2250	2281	2307	2337	2365	2392	2414	2445	2475	2506	2539	2573	2604	2639	2666	2696	2733	2760	2794	2829	2862	2901	2930	2963
Engineering & Field 7	2463	2492	2524	2557	2588	2627	2654	2681	2711	2748	2776	2815	2851	2883	2920	2951	2986	3027	3063	3105	3137	3174	3211	3255
Engineering & Field 8	2686	2716	2750	2778	2819	2854	2886	2923	2953	2990	3029	3070	3107	3140	3181	3214	3260	3302	3339	3379	3411	3455	3495	3540

**SCHEDULE A-5 80 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2022
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering & Field 1	1457	1490	1514	1528	1544	1562	1581	1606	1625	1651	1665	1685	1703	1720	1748	1764	1786	1804	1824	1849	1877	1903	1920	1948
Engineering & Field 2	1607	1626	1652	1667	1686	1705	1724	1749	1766	1788	1805	1825	1850	1878	1905	1923	1949	1970	1993	2018	2046	2069	2093	2119
Engineering & Field 3	1751	1767	1789	1806	1826	1854	1879	1906	1926	1951	1971	1994	2020	2049	2071	2095	2121	2148	2172	2199	2223	2250	2272	2306
Engineering & Field 4 Electromechanical Tech	1903	1920	1948	1969	1991	2016	2045	2067	2092	2118	2145	2169	2196	2219	2248	2268	2305	2333	2360	2388	2418	2445	2473	2505
Engineering & Field 5	2090	2114	2143	2167	2193	2217	2244	2264	2300	2329	2358	2386	2415	2442	2467	2502	2527	2558	2595	2628	2665	2696	2723	2753
Engineering & Field 6	2295	2326	2354	2383	2412	2440	2463	2494	2525	2556	2590	2625	2656	2692	2719	2750	2788	2815	2850	2886	2920	2959	2988	3022
Engineering & Field 7	2513	2541	2574	2607	2639	2680	2707	2735	2765	2803	2831	2871	2909	2941	2978	3009	3046	3087	3125	3167	3200	3238	3275	3320
Engineering & Field 8	2740	2770	2805	2834	2876	2911	2943	2982	3012	3050	3090	3132	3169	3203	3245	3278	3325	3368	3406	3446	3479	3524	3564	3610

**SCHEDULE A-5 80 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2023
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max			
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Engineering & Field 1	1485	1519	1544	1559	1575	1593	1613	1638	1657	1684	1698	1719	1737	1754	1783	1800	1822	1841	1860	1887	1914	1942	1959	1986
Engineering & Field 2	1639	1658	1685	1700	1720	1739	1758	1784	1801	1823	1842	1862	1888	1916	1943	1962	1987	2009	2033	2059	2087	2111	2135	2161
Engineering & Field 3	1786	1802	1824	1843	1863	1891	1917	1944	1964	1990	2010	2034	2061	2090	2113	2137	2163	2191	2215	2243	2268	2295	2317	2353
Engineering & Field 4 Electromechanical Tech	1942	1959	1986	2008	2030	2057	2086	2108	2134	2159	2188	2212	2240	2263	2293	2313	2351	2379	2408	2435	2466	2494	2522	2554
Engineering & Field 5	2132	2156	2186	2210	2237	2261	2290	2310	2346	2376	2406	2433	2464	2490	2517	2551	2578	2609	2647	2681	2718	2750	2777	2808
Engineering & Field 6	2342	2372	2401	2431	2461	2488	2513	2543	2575	2606	2642	2678	2709	2746	2773	2805	2845	2871	2908	2943	2978	3019	3048	3083
Engineering & Field 7	2563	2592	2626	2659	2692	2734	2761	2791	2820	2859	2888	2929	2967	2999	3038	3070	3106	3149	3188	3230	3264	3303	3340	3386
Engineering & Field 8	2795	2825	2861	2890	2933	2969	3001	3041	3073	3111	3151	3194	3232	3267	3310	3343	3391	3435	3475	3514	3549	3595	3636	3682

**SCHEDULE A-5 80 HRS
ENGINEERING AND FIELD PAY PLAN
MARCH 1, 2024
0.167%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	Disc Max 21	22	23	24
Engineering & Field 1	1487	1522	1546	1561	1577	1596	1615	1640	1661	1687	1702	1722	1740	1758	1786	1803	1825	1844	1864	1890	1918	1945	1962	1990
Engineering & Field 2	1641	1662	1688	1704	1724	1742	1761	1788	1804	1826	1845	1865	1891	1919	1946	1965	1991	2013	2036	2062	2090	2114	2138	2164
Engineering & Field 3	1790	1805	1827	1846	1866	1895	1920	1948	1967	1993	2014	2037	2065	2093	2116	2141	2166	2195	2218	2247	2271	2298	2322	2357
Engineering & Field 4 Electromechanical Tech	1945	1962	1990	2012	2034	2060	2089	2111	2137	2163	2191	2216	2243	2266	2296	2317	2356	2383	2412	2440	2471	2498	2527	2559
Engineering & Field 5	2135	2159	2189	2214	2240	2264	2293	2313	2350	2380	2410	2438	2468	2495	2521	2556	2582	2613	2652	2686	2722	2754	2782	2813
Engineering & Field 6	2346	2377	2406	2435	2465	2493	2517	2548	2580	2611	2646	2682	2713	2751	2777	2809	2849	2876	2912	2947	2984	3025	3053	3089
Engineering & Field 7	2568	2596	2631	2664	2697	2739	2765	2795	2825	2863	2892	2933	2972	3005	3043	3075	3112	3155	3193	3235	3270	3308	3346	3392
Engineering & Field 8	2799	2829	2866	2894	2937	2974	3007	3047	3079	3116	3157	3200	3238	3273	3316	3349	3396	3441	3480	3520	3554	3601	3642	3689

SCHEDULE A-6

SCHEDULE A-6 ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY MARCH 1, 2020 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max		24
Clinical Engineering Technologists 1	22.87	23.08	23.39	23.66	23.92	24.22	24.57	24.83	25.14	25.43	25.78	26.06	26.39	26.66	27.01	27.24	27.70	28.03	28.36	28.69	29.05	29.38	29.71	30.08
Clinical Engineering Technologists 2	25.12	25.39	25.75	26.03	26.34	26.63	26.97	27.21	27.63	27.99	28.33	28.66	29.02	29.34	29.64	30.06	30.36	30.73	31.19	31.57	32.03	32.39	32.73	33.08
Clinical Engineering Technologists 3	30.18	30.54	30.92	31.34	31.71	32.19	32.52	32.86	33.23	33.67	34.03	34.50	34.94	35.34	35.78	36.17	36.59	37.09	37.54	38.06	38.44	38.90	39.35	39.89
Clinical Engineering Technologists 4	32.91	33.28	33.70	34.06	34.55	34.97	35.37	35.82	36.19	36.65	37.12	37.61	38.08	38.48	38.98	39.39	39.94	40.46	40.92	41.41	41.79	42.34	42.83	43.38

SCHEDULE A-6 ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY OCTOBER 1, 2020

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max		24
Clinical Engineering Technologists 1	23.20	23.41	23.72	23.99	24.25	24.55	24.90	25.16	25.47	25.76	26.11	26.39	26.72	26.99	27.34	27.57	28.04	28.37	28.70	29.03	29.39	29.72	30.05	30.42
Clinical Engineering Technologists 2	26.80	27.09	27.47	27.77	28.10	28.41	28.77	29.03	29.48	29.86	30.22	30.57	30.95	31.29	31.61	32.06	32.38	32.77	33.26	33.67	34.16	34.54	34.90	35.27
Clinical Engineering Technologists 3	30.18	30.54	30.92	31.34	31.71	32.19	32.52	32.86	33.23	33.67	34.03	34.50	34.94	35.34	35.78	36.17	36.59	37.09	37.54	38.06	38.44	38.90	39.35	39.89
Clinical Engineering Technologists 4	32.91	33.28	33.70	34.06	34.55	34.97	35.37	35.82	36.19	36.65	37.12	37.61	38.08	38.48	38.98	39.39	39.94	40.46	40.92	41.41	41.79	42.34	42.83	43.38

CET 1 & 2 adjusted to align with the CET's/EET 1 & 2 in Part III effective October 1, 2020.

SCHEDULE A-6 ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY MARCH 1, 2021 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max		24
Clinical Engineering Technologists 1	23.66	23.88	24.19	24.47	24.74	25.04	25.40	25.66	25.98	26.28	26.63	26.92	27.25	27.53	27.89	28.12	28.60	28.94	29.27	29.61	29.98	30.31	30.65	31.03
Clinical Engineering Technologists 2	27.34	27.63	28.02	28.33	28.66	28.98	29.35	29.61	30.07	30.46	30.82	31.18	31.57	31.92	32.24	32.70	33.03	33.43	33.93	34.34	34.84	35.23	35.60	35.98
Clinical Engineering Technologists 3	30.79	31.14	31.54	31.96	32.34	32.84	33.17	33.52	33.89	34.34	34.70	35.19	35.64	36.04	36.50	36.88	37.32	37.83	38.29	38.81	39.21	39.67	40.14	40.69
Clinical Engineering Technologists 4	33.57	33.94	34.37	34.73	35.24	35.67	36.07	36.54	36.91	37.38	37.86	38.37	38.84	39.26	39.77	40.18	40.74	41.27	41.74	42.23	42.63	43.19	43.68	44.25

SCHEDULE A-6 ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY MARCH 1, 2022 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max		24
Clinical Engineering Technologists 1	24.13	24.36	24.67	24.96	25.23	25.54	25.91	26.17	26.50	26.81	27.16	27.46	27.80	28.08	28.45	28.68	29.17	29.52	29.86	30.20	30.58	30.92	31.26	31.65
Clinical Engineering Technologists 2	27.89	28.18	28.58	28.90	29.23	29.56	29.94	30.20	30.67	31.07	31.44	31.80	32.20	32.56	32.88	33.35	33.69	34.10	34.61	35.03	35.54	35.93	36.31	36.70
Clinical Engineering Technologists 3	31.41	31.77	32.18	32.59	32.99	33.50	33.83	34.19	34.57	35.03	35.39	35.89	36.36	36.76	37.23	37.61	38.07	38.59	39.06	39.59	40.00	40.47	40.94	41.50
Clinical Engineering Technologists 4	34.25	34.62	35.06	35.42	35.94	36.39	36.79	37.27	37.66	38.12	38.62	39.14	39.61	40.04	40.57	40.98	41.56	42.10	42.58	43.08	43.49	44.06	44.55	45.13

SCHEDULE A-6 ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY MARCH 1, 2023 2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max		24
Clinical Engineering Technologists 1	24.61	24.85	25.16	25.46	25.73	26.05	26.43	26.69	27.03	27.35	27.70	28.01	28.36	28.64	29.02	29.25	29.75	30.11	30.46	30.80	31.19	31.54	31.89	32.28
Clinical Engineering Technologists 2	28.45	28.74	29.15	29.48	29.81	30.15	30.54	30.80	31.28	31.69	32.07	32.44	32.84	33.21	33.54	34.02	34.36	34.78	35.30	35.73	36.25	36.65	37.04	37.43
Clinical Engineering Technologists 3	32.04	32.40	32.83	33.24	33.66	34.18	34.51	34.88	35.26	35.74	36.10	36.61	37.09	37.49	37.97	38.37	38.83	39.37	39.85	40.37	40.80	41.28	41.75	42.33
Clinical Engineering Technologists 4	34.94	35.31	35.77	36.12	36.66	37.12	37.52	38.01	38.41	38.88	39.39	39.93	40.40	40.84	41.38	41.79	42.39	42.94	43.43	43.93	44.36	44.94	45.45	46.03

SCHEDULE A-6
ENGINEERING AND FIELD PAY PLAN - 75 HRS BIWEEKLY
MARCH 1, 2024
0.167%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM 20	21	Disc Max 22	23	24
Clinical Engineering Technologists 1	24.65	24.89	25.20	25.50	25.77	26.09	26.47	26.73	27.08	27.40	27.75	28.06	28.41	28.69	29.07	29.30	29.80	30.16	30.51	30.85	31.24	31.59	31.94	32.33
Clinical Engineering Technologists 2	28.50	28.79	29.20	29.53	29.86	30.20	30.59	30.85	31.33	31.74	32.12	32.49	32.89	33.27	33.60	34.08	34.42	34.84	35.36	35.79	36.31	36.71	37.10	37.49
Clinical Engineering Technologists 3	32.10	32.46	32.88	33.30	33.71	34.23	34.57	34.94	35.31	35.79	36.15	36.66	37.14	37.56	38.04	38.44	38.90	39.43	39.92	40.44	40.87	41.35	41.82	42.40
Clinical Engineering Technologists 4	34.99	35.37	35.82	36.18	36.72	37.17	37.59	38.08	38.48	38.95	39.46	40.00	40.47	40.91	41.45	41.86	42.46	43.01	43.50	44.00	44.43	45.01	45.53	46.11

SCHEDULE A-7

**SCHEDULE A-7
HIGHWAY SUPERVISORS
MARCH 1, 2020
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																				20	21	22	23	24
Highway Supervisor I	1658	1675	1696	1717	1736	1758	1781	1802	1823	1844	1870	1889	1913	1933	1958	1978	2008	2034	2056	2080	2107	2130	2154	2182
Highway Supervisor II	1821	1842	1867	1887	1910	1931	1956	1973	2005	2031	2054	2078	2104	2127	2151	2180	2203	2230	2263	2291	2323	2348	2373	2398

**SCHEDULE A-7
HIGHWAY SUPERVISORS
MARCH 1, 2021
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																				20	21	22	23	24
Highway Supervisor I	1691	1709	1730	1751	1771	1793	1817	1838	1859	1881	1907	1927	1951	1972	1997	2018	2048	2075	2097	2122	2149	2173	2197	2226
Highway Supervisor II	1857	1879	1904	1925	1948	1970	1995	2012	2045	2072	2095	2120	2146	2170	2194	2224	2247	2275	2308	2337	2369	2395	2420	2446

**SCHEDULE A-7
HIGHWAY SUPERVISORS
MARCH 1, 2022
2.00%**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM	Disc Max			
																				20	21	22	23	24
Highway Supervisor I	1725	1743	1765	1786	1806	1829	1853	1875	1896	1919	1945	1966	1990	2011	2037	2058	2089	2117	2139	2164	2192	2216	2241	2271
Highway Supervisor II	1894	1917	1942	1964	1987	2009	2035	2052	2086	2113	2137	2162	2189	2213	2238	2268	2292	2321	2354	2384	2416	2443	2468	2495

SCHEDULE A-7
HIGHWAY SUPERVISORS
MARCH 1, 2023
2.00%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max			
																					20	21	22	23	24
Highway Supervisor I	1760	1778	1800	1822	1842	1866	1890	1913	1934	1957	1984	2005	2030	2051	2078	2099	2131	2159	2182	2190	2207	2236	2260	2286	2316
Highway Supervisor II	1932	1955	1981	2003	2027	2049	2076	2093	2128	2155	2180	2205	2233	2257	2283	2313	2338	2367	2401	2401	2432	2464	2492	2517	2545

SCHEDULE A-7
HIGHWAY SUPERVISORS
NOVEMBER 17, 2023
JOB STUDY RESULTS

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max			
																					20	21	22	23	24
Highway Supervisor I	2132	2156	2186	2210	2237	2261	2290	2310	2346	2376	2406	2433	2464	2490	2517	2551	2578	2609	2647	2647	2681	2718	2750	2777	2808
Highway Supervisor II	2342	2372	2401	2431	2461	2488	2513	2543	2575	2606	2642	2678	2709	2746	2773	2805	2845	2871	2908	2908	2943	2978	3019	3048	3083

SCHEDULE A-7
HIGHWAY SUPERVISORS
MARCH 1, 2024
0.167%

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	CPM		Disc Max			
																					20	21	22	23	24
Highway Supervisor I	2135	2159	2189	2214	2240	2264	2293	2313	2350	2380	2410	2438	2468	2495	2521	2556	2582	2613	2652	2652	2686	2722	2754	2782	2813
Highway Supervisor II	2346	2377	2406	2435	2465	2493	2517	2548	2580	2611	2646	2682	2713	2751	2777	2809	2849	2876	2912	2912	2947	2984	3025	3053	3089

SCHEDULE B
EDUCATIONAL LEAVE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

5) (a) Short term educational leave may be granted for the purpose of taking professional; technical or skills training where the employee will be absent from work for a period of 30 working days or less.

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

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

(b) where an employee is eligible for a tuition refund, the employee may also be granted:

- (i) Leave of absence with pay for the purpose of writing examinations;
- (ii) Payment of expenses of writing the examinations;
- (iii) Payment of travelling expenses in accordance with the Travel Regulations.

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

(b) subject to 4) (above) an employee may be granted financial assistance to help cover the cost of the following expenses:

- (i) tuition, where the claim is supported by a receipt.
- (ii) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Expenses Policy AD-2801.
- (iii) books.
- (iv) other agreed expenses directly related to the proposed course or training.

8) (a) 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.

(b) Subject to 4) (above) an employee may be granted financial assistance to help cover the following expenses;

- (i) Tuition, where the claim is supported by a receipt.
- (ii) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Expenses Policy AD-2801.
- (iii) Other agreed upon expenses directly related to the course or training.

**SCHEDULE C
POINTS GUIDE**

The following tables are 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 (3) 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 Treasury Board 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.

Table 1: Points Guide

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

Table 2: Percent (%) salary associated with points

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

LETTER OF AGREEMENT PAY EQUITY

BETWEEN

TREASURY BOARD (the Employer)

AND

THE NEW BRUNSWICK UNON OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Technical Inspection, Laboratory and Medical Bargaining Units

Re: Pay Equity

The Parties agree that the Laboratory Technologist II is the only classification within the bargaining group that meets the definition of a “female-dominated classification” under the *Pay Equity Act, S.N.B. 2009, c. P-5.05*,

The Parties accept the results of the Technical Inspection, Laboratory & Medical Joint Job Evaluation Study and resulting compensation structure,

The Parties agree that no pay inequity exists between the female-dominated classification and the male-dominated classifications performing work of equal or comparable value, therefore the requirements under sections 13(1) and 13(2) of the *Pay Equity Act, 2009* and the Parties’ pay equity obligations have been met.

IN WITNESS WHEREOF, the parties have signed this 8th day of February 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF UNDERSTANDING

BETWEEN

TREASURY BOARD (the Employer)

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Technical Inspection Bargaining Unit

Re: Regional Fire Marshal

This letter of understanding applies to all employees of the Department of Public Safety employed as a Regional Fire Marshal.

- 1) The Parties agree that the current stand-by practice (responding to emergencies and providing service to volunteer services) with respect to the above-noted employees shall remain in effect for the life of the Technical Inspection Bargaining Unit Collective Agreement (expiry date March 31, 2024).
- 2) Notwithstanding the above, the Department of Public Safety will review said practice during the life of the Collective Agreement.
- 3) In recognition of the stand-by service provided by the above-noted employees the Department agrees to compensation as follows:
 - a) Lump Sum Payment of \$2,750.00 every six (6) months to all employees employed as a Regional Fire Marshal.
 - b) An Employee who is called to work while on stand-by and who reports for work shall be compensated as per the provisions of Article 19 (Overtime) in the Collective Agreement applicable to these employees.

Lump sum payments are payable on July 31st and January 31st of each calendar year and are in recognition of stand-by services provided for the preceding six (6) months.

The Parties agree that the lump sum payment will be prorated on a monthly basis to cover periods of less than six (6) months where applicable.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD (the “Employer”)

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (the “Union”)

Group: Technical Inspection, Laboratory and Medical Bargaining Units

Re: Stand-by and telephone work pay at Casino New Brunswick and Grey Rock Entertainment Centre

WHEREAS the Department of Public Safety, through its Gaming Control Branch, is responsible for ensuring the technical integrity of electronic gaming equipment at Casino New Brunswick in Moncton, NB and Grey Rock Entertainment Centre in St-Basile, NB; and

WHEREAS providing these services requires employees, on the instructions of management, to be available for work for periods of time (i.e. be on stand-by) and to use the telephone when on stand-by to provide a service required by the Employer; and

WHEREAS the stand-by and call back provisions of the Collective Agreement (Articles 20.01 and 20.02) only apply to the Public Health Inspectors of the Technical Inspection group and the telephone work (Article 20.03) provision only applies to the Public Health Inspectors;

THEREFORE the Parties agree to the following:

1. Articles 20.01, 20.02 and 20.03 of the Collective Agreement shall apply to the employees employed as Technical Services Inspectors providing services to Casino New Brunswick and Grey Rock Entertainment Centre.
2. The Parties agree that the stand-by, call back and telephone work provisions of the Collective Agreement apply to the aforementioned employees for as long as the Employer requires the above-noted employees to perform such work or until the signing of the next collective agreement, whichever date is earlier.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

MEMORANDUM OF AGREEMENT

between

NEW BRUNSWICK BOARD OF MANAGEMENT (the “Employer”)

and

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES,

**Group: Laboratory & Medical, Technical Inspections, Engineering & Field, Highway Supervisors
Bargaining Unit**

Re: Casual employees with less than six continuous months of service

Further to *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, the Parties enter into this Memorandum of Agreement pursuant to Section 10 of the Act, and set forth the following provisions, which are binding on the Employer, the Union, and the employees in the bargaining units for which the Union has been certified:

PART I – Definitions

“Collective Agreement” means the collective agreement presently in effect between the Parties with respect to the Engineering and Field bargaining unit.

“Previously Excluded Casual Employee” means a person who is doing the work of classifications represented by the Union pursuant to Certification Order Number 013 PS 2c, 018 PS 5c.1, 026 PS 2e and 016 PS 2a, who is employed:

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months; and

who, immediately prior to June 17, 2010, would have been 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 and had not been so employed for a continuous period of six months.

PART II – Amendments to Collective Agreement

This Part of the Memorandum of Agreement amends the collective agreement, and these amendments will apply to all workers represented by the Union.

Article 1 – Definitions

Article 1.04

The definition of “Employee” is hereby amended by deleting “(b) a person employed on a casual or temporary basis unless so employed for a continuous period of six months or more.” The definition of “Employee” shall therefore be:

- 1.04 “Employee” shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal workweek.

Article 1.05

The definition of “Casual or Temporary Basis” is hereby deleted, and replaced with the following definition of “Casual Employee:”

- 1.05 “Casual Employee” means an Employee who is employed:
- (a) on a temporary basis to respond to a temporary increase in workload;
 - (b) on a temporary basis to replace an absent employee; or
 - (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months.

PART III – Terms and Conditions of Previously Excluded Casual Employees

Only the following terms and conditions shall apply to Previously Excluded Casual Employees.

Status of Employment

In accordance with section 63.1(2) of the Public Service Labour Relations Act, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status. As per the above, it is understood that Previously Excluded Casual Employees do not hold permanent employment within the Public Service.

Seniority

Seniority for Previously Excluded Casual Employees shall be the number of hours of service in casual employment, excluding overtime, in Part I of the Public Service from June 17, 2010. Service will only include hours actually worked by the Previously Excluded Casual Employee.

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

The Employer shall prepare a list of Previously Excluded Casual Employees and shall make this list available to the Union by February 1st of each year.

Seasonal Recall

Subject to the availability of work, a Previously Excluded Casual Employee is eligible for recall to seasonal casual work for which they were previously employed. Recall shall be based on seniority and satisfactory work performance. Where the Employer determines that more than one Previously Excluded Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference for seasonal recall.

Union Dues

The Employer shall deduct union dues from all Previously Excluded Casual Employees commencing 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.

Rate of Pay

A Previously Excluded Casual Employee shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the Previously Excluded Casual Employee is working, or
- (b) the rate paid to the Previously Excluded Casual Employee immediately prior to the commencement of this agreement.

The rate of pay for a Previously Excluded Casual Employee may be higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

Vacation

In addition to the applicable rate of pay,

- (a) Previously Excluded Casual Employees who have less than eight years of continuous employment with the employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.
- (b) Previously Excluded Casual Employees who have eight or more years of continuous employment with the employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

Holidays

The eight (8) public holidays are New Year’s Day, Family Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one of those days under the *Employment Standards Act*.

A Previously Excluded Casual Employee shall receive pay for public holidays in accordance with the *Employment Standards Act*.

Grievances

A Previously Excluded Casual Employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded to them under this Memorandum of Agreement.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Engineering and Field Bargaining Unit

Re: Standby for employees at the Department of Environment and Local Government

This Letter of Intent applies to employees of the Department of Environment and Local Government who are required to be on standby at the employees place of residence or be available through contract by means of a mobile telephone.

1. Employees on standby will be assigned a mobile telephone by the Department of Environment and Local Government.
2. Employees shall ensure that they are available and able to respond to the assigned mobile telephone.
3. Employees shall ensure they respond by mobile telephone within approximately 10 minutes.
4. Employees shall ensure they have access to the assigned department vehicle within 60 minutes.
 - (a) Employees shall exercise discretion regarding the personal use of employer vehicles within their region consistent with department and employer policies.
 - (b) Employees shall obtain authorization from the Regional Director prior to taking an employer vehicle outside the assigned region for other than emergency situations.
5. Employees shall be in physical condition to respond to emergency situations.
6. Employees using the telephone to respond to a situation while on standby shall be paid for a minimum of three (3) or the time actually worked, whichever is greater, at the overtime rate. Such compensation shall not be claimed more than once during each 24 hour stand-by period. Employees shall retain a log of calls received and time spent.
7. Employees shall be compensated at the rate of three dollars and twenty-five cents (3.25) per hour for all hours on stand-by.
8. Employees on standby called into work between 12 midnight and 5 a.m. shall have off a 5 hour minimum rest period without loss of pay before reporting for their regular shift. Other call back provisions for employees on standby shall be as provided for in the Collective Agreement.
9. The provisions of this memorandum of agreement shall remain in effect conditional upon the continuation of the employer's current policy on Personal Liability Protection as provided for by Board of Management Minute 89.0003.

- 10. An off-duty employee (not on stand-by), who provides assistance or guidance via telephone to an employee on standby, shall be paid for the actual time worked at the overtime rate. The employee on stand-by shall be responsible and accountable for determining the necessity or urgency for placing the call(s) to an off-duty employee.
- 11. The employee (not on stand-by) shall retain a log of calls received and the duration of each call.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

**Group: Laboratory & Medical, Technical Inspections, Engineering & Field, Highway Supervisors
Bargaining Unit**

Re: Harassment Free Workplace

It is hereby agreed and understood that both the Employer and the Union are committed to maintaining a working environment free from harassment and abuse as defined in the Board of Management Workplace Harassment Policy. It is further understood that both parties, as well as the employees, have an obligation under the Policy to work together to prevent harassment and to attempt to recognize and resolve such problems should they arise. Where feasible, informal resolution is encouraged.

An employee lodging a complaint under this Policy may be assisted by a Union representative.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves_____

Susie Proulx-Daigle_____

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The "Union")

Group: Highway Supervisors Bargaining Unit

Re: Supplementary Pay Applicable to Positions Classified as Highway Supervisor

The parties agree that in recognition of additional work requirements during the winter season for those employees currently classified as Highway Supervisor and assigned to a highway division, the Employer will offer a 7.5% wage supplement to be paid during the twenty-one (21) week period normally designated by the New Brunswick Department of Transportation and Infrastructure as the snow removal period. This wage supplement is retroactive to the beginning of the 2020/2021 winter season and shall remain in effect for the life of this agreement, which expires on March 31, 2024.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Highway Supervisor Bargaining Unit

Re: Pay Applicable to Positions Classified as Highway Supervisor I during the Winter Maintenance Period

Whereas there is a commonality of duties between the Highway Supervisor I and Highway Supervisor II classifications during the winter maintenance period;

The parties therefore agree that:

Highway Supervisor I's shall be compensated for the twenty-one (21) weeks of the winter maintenance period, at a rate of four (4) pay increments above their current rate of pay for the winter maintenance period.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves _____

Susie Proulx-Daigle _____

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Highway Supervisors Bargaining Unit

Re: Trucks and availability for response after hours

Highway Supervisors assigned to a highway division will be permitted to take the departmental assigned vehicle home after regular working hours year round and the following shall apply:

- Departmental vehicles shall be utilized for the sole purpose of performing highway supervisory duties;
- Highway Supervisors shall be available to respond to calls and emergencies outside the regular hours of work year round;
- There shall be no additional compensation to respond, other than the provisions of the collective agreement;
- Highway Supervisors will be exempt from paying a commuting charge year round as the vehicle is a requirement to perform the normal duties, which commences when the employee departs their place of residence.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Highway Supervisor Bargaining Unit

Re: Flexible Series

Effective date of signing of the collective agreement, the Department of Transportation will apply a progression standard for the flexible Highway Supervisor classification series whereby employees without a completed Engineering Technology course who have completed six (6) years of work experience as a Highway Supervisor I will be deemed to meet the equivalency requirements for the Highway Supervisor II level. Consequently, a Highway Supervisor I who meets this progression standard and who is assigned and performing the work of a Highway Supervisor II on the date of the signing of the collective agreement will be promoted, effective the date of signing of the collective agreement, to a Highway Supervisor II in accordance with Article 21.07 of the Collective Agreement.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF INTENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Laboratory & Medical Bargaining Unit

Re: Joint Job Evaluation Of Compensation For Laboratory Technologists

The parties agree that a joint job evaluation exercise to review the compensation for the Laboratory Technologist classifications within the Laboratory and medical bargaining unit in comparison to Laboratory Technologists in Part III.

An evaluation committee consisting of not more than 2 representatives from each party.

Recommendations of the committee will not be binding on either party, However, such recommendations will form the basis for negotiations of the next collective agreement.

The evaluation will be completed prior to the expiry of this collective agreement (March 31, 2024).

The cost of the job evaluation exercise will be borne equally by the parties.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves _____

Susie Proulx-Daigle _____

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

Group: Highway Supervisors Bargaining Unit

Re: Implementation of the Highway Supervisors job evaluation study

To implement the results of the Job Evaluation Study, the Employer proposes that Employees classified as Highway Supervisor I be paid the equivalent of employees classified as Engineering & Field Level V.

Employees classified as Highway Supervisor II will be paid the equivalent of employees classified as Engineering & Field Level VI.

Employees classified as Highway Supervisor I or II will remain on the 40-hour workweek.

Employees will be placed on the step in the appropriate Engineering & Field pay group that is closest to their current pay rate and is not a decrease, with the exception of:

- (a) Employees who have been at CPM for 5 – 9.99 years as of the date a tentative agreement is reached will receive a one-time increase of 2 additional steps upon implementation;
- (b) Employees who have been at CPM for 10 – 14.99 years as of the date, a tentative agreement is reached will receive a one-time increase of 4 additional steps upon implementation;
- (c) Employees who have been at CPM for 15 years or more as of the date, a tentative agreement is reached will receive a one-time increase of 6 additional steps upon implementation.

This amendment to the Highway Supervisor Pay table will be effective the date a tentative agreement is reached.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Susie Proulx-Daigle

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD (the Employer)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES (The “Union”)

**Group: Laboratory & Medical, Technical Inspections, Engineering & Field, Highway Supervisors
Bargaining Units**

Re: Pandemic Service Bonus

In recognition of the member’s contributions to the province’s pandemic response, all members of this Bargaining Unit will receive a one-time lump sum payment of \$500 (gross) if they actively performed work between January 1, 2022 and December 31, 2022. The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2022 to December 31, 2022 up to a maximum of \$500.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves _____

Susie Proulx-Daigle _____

CLINICAL ENGINEERING TECHNOLOGIST TRANSFER AGREEMENT

MEMORANDUM OF AGREEMENT

FACILICORPNB EMPLOYEES TRANSFERRED TO SERVICE NEW BRUNSWICK'S HEALTH SERVICES DIVISION

BETWEEN

TREASURY BOARD

AND NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: ENGINEERING & FIELD, LABORATORY & MEDICAL, TECHNICAL INSPECTION, HIGHWAY SUPERVISORS

Re: FacilicorpNB employees transferred to Service New Brunswick's Health Services Division

PREAMBLE: All Clinical Engineering Technologists currently employees who were previously represented by the New Brunswick Union of Public and Private Employees ("NBU") under the Medical Science Professionals Bargaining Unit and were classified as Clinical Engineering Technologist 1, 2, 3 or 4 ("CET") and who were transferred from FacilicorpNB to Service New Brunswick (Part 1) ("SNB") or who were subsequently hired as a CET are now included in the NBU Engineering & Field Bargaining Unit in Part I, and where the original Transfer Agreement regarding these classifications was signed on September 28th, 2015.

1. APPLICATION OF THE ENGINEERING & FIELD, LABORATORY & MEDICAL, TECHNICAL INSPECTION, AND HIGHWAY SUPERVISORS COLLECTIVE AGREEMENT (the "Collective Agreement")

Effective on the date of execution of this Transfer Agreement, the terms and conditions of employment for employees working as CETs within the Health Services Division of SNB are set out in the Collective Agreement, except for the provisions set out below.

2. Pay Period

Former FacilicorpNB employees will continue to be paid on the current pay system as will employees who are hired as a CET within SNB's Health Services Division, until such time as they can be integrated into the Part I payroll system. The Employer will provide these employees with thirty (30) days' notice before implementing changes to the pay period for former FacilicorpNB employees.

3. Pensions

The employee's selection of a pension option which was made on or before December 31, 2015 is irrevocable.

Employees are members of one of these pension plans:

- (i) the Certain Bargaining Employees' Shared Risk Plan ("CBE SRP"); or
- (ii) the Public Service Shared Risk Plan ("PSSRP") in Part I, if eligible.

An employee who did not notify the Pension and Employee Benefits Division of their selection by December 31, 2015, became a member of the PSSRP.

4. Seniority

4.01 Former FacilicorpNB employees retain their seniority accumulated in Part III, and will accumulate seniority hours, up to a maximum of 1,957.5 hours in any one (1) year. Employees hired into one of these classifications within the Health Services Division of SNB will accumulate seniority hours, up to a maximum of 1,957.5 hours in any one (1) year.

4.02 Should an employee who works within the Health Services Division of SNB be appointed to another job or classification in Part 1 outside of the Health Services Division of SNB, they will have their seniority hours converted to a Part 1 equivalency. Therefore, 1,957.50 hours of seniority for the employee covered by this agreement will be considered equal to one (1) year of service in Part 1 and placed on the list accordingly

Therefore, the conversion will be the number of seniority hours divided by 7.50 hours equal to the number of days and placed on the seniority list accordingly. Employees will thereafter accumulate seniority in accordance with Article 15 - Seniority of the Collective Agreement.

No employee's date of hire will change as a result of the transfer.

5. Hours of Work

5.01 "Shift" means eight (8) consecutive hours of work including a one-half (½) hour lunch period

5.02 The normal hours of work in each shift shall be seven and one-half (7½) exclusive of meal period. Meal period shall not be less than thirty (30) minutes each full shift and shall not be considered hours of work.

5.03 The normal weekly hours of work shall be, thirty-seven and one-half (37½) averaged over a four (4) week period.

5.04 Employees shall be entitled to two (2) fifteen-minute (15) rest periods for each shift worked.

6. Standby and Callback

6.01 A stand-by duty roster and schedule may be established by the Employer at certain facilities when, in the opinion of the Employer, it is necessary.

6.02 An employee who is scheduled for standby duty shall be available during their period of standby at a known telephone number. If called, such employee must report for work within the timeframe established by the Employer.

6.03 An employee on stand-by duty shall be compensated at the rate of three dollars and twenty-five cents (\$3.25) cents per hour for each hour of scheduled stand-by duty.

6.04 Where operational requirements permit, an employee shall not be required to be on stand-by duty on their days off unless mutually agreed. In the event an employee cannot fulfill a scheduled standby shift, the Employer will make all reasonable efforts to find a replacement through mutual agreement before assigning a replacement.

6.05 An employee who is called to work while on stand-by duty and who reports for work shall be paid in accordance with article 6.06, below. In addition, they shall receive stand-by duty pay in accordance with article 6.03, above. No compensation shall be paid for the total period of stand-by if the employee is unable to report for work as required.

6.06 When an employee who has left the facility is called back to work or when an employee is on standby duty and is called back to work, such employee shall be paid a minimum of three (3) hours pay at the overtime rate or the actual hours worked at the overtime rate, whichever is greater to a maximum of eight (8) hours pay at the overtime rate during any eight (8) hour shift.

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

- (a) one and one-half (1½) times the employee's regular hourly rate for an overtime hour worked, or
- (b) straight time off (one (1) hour off for an overtime hour worked) plus one-half (½) the employee's regular hourly rate for an overtime hour worked, or
- (c) time and one half (1½) off.

Time off shall be scheduled by the employee's Supervisor consistent with the effective operation of the service within thirty (30) days of the date on which the overtime was worked or at a later date mutually agreeable to the employee and their Supervisor, otherwise the employee shall be paid for the overtime worked. At the employee's request, banked overtime may be withdrawn each quarter - March 31st, June 30th, September 30th and December 31st.

6.08 An employee who is called back to work shall be paid an allowance to assist in defraying the cost of transportation as follows:

- (i) reimbursement for actual taxi fare paid by the employee for travel from their place of residence to the facility and return, but not to exceed \$11.00 for the round trip or
- (ii) an amount that is equal to the actual taxi fare from their place of residence to the facility and return, for the use of a privately-owned vehicle, but not to exceed \$9.00 for the round trip.

6.09 Article 6.08 above does not apply when transportation is provided or arranged by the Employer.

6.10 An employee not on standby who is called on their day off and reports to work on that day shall be compensated for all hours worked at the overtime rate and shall be granted for the hours worked equivalent time off up to a maximum of seven and one-half (7½) hours. If an employee has previously refused a shift and subsequently accepts that same shift, the employee shall not be entitled to equivalent time off for the hours worked.

6.11 Where an employee is called back to work after midnight on a day that the employee is scheduled to work on a regular day shift and the employee is required to work three (3) hours or longer on such call back(s), the employee shall be allowed to return home upon completion of the call back work to rest six (6) hours before reporting to carry out their regular day shift assignment. To the extent that the six (6) hour period referred to above overlaps the regularly scheduled shift of the employee, they shall not lose any pay for hours not worked during their regular shift as a result of the overlap period. This article shall not apply to those employees whose first call back is after 5:00 a.m.

7. Holidays

7.01 (a) Article 22 (Holidays) of the Collective Agreement applies to employees in these classifications within the Health Services Division of SNB. Where an employee is scheduled to work on the 24th of December, notwithstanding Article 22.01(b) of the Collective Agreement, the employee shall be given straight time off in lieu thereof, for a full or half day, as the case may be, which shall be taken on a date that is mutually acceptable to the employee and their supervisor.

7.01 (b) Employees who are not scheduled to work on December 24th will receive time off as set out in Article 22.01(b) of the Collective Agreement

Employees who work on December 24th shall receive the following days or half-days off without loss of pay for Christmas Day and Boxing Day:

- (i) When Christmas Day falls on a Friday or Saturday, the 25th to 28th, inclusive, plus a day in lieu to be scheduled at a later date upon mutual agreement
- (ii) When Christmas Day falls on a Wednesday or a Thursday, 25th and 26th plus a half day in lieu to be scheduled at a later date upon mutual agreement
- (iii) When Christmas Day falls on a Tuesday, the 25th and 26th, plus a day in lieu to be scheduled at a later date upon mutual agreement
- (iv) Work on December 24th will be compensated at straight time

7.02 (a) When an employee is required to work on a holiday when they are not scheduled to work, they shall:

- (i) be compensated for hours worked at one and one-half (1½) times their hourly rate and;
- (ii) receive their regular pay for the day and;
- (iii) be granted another day off with pay in lieu of the holiday.

(b) If notice for such work is not given at least forty-eight (48) hours preceding the shift, the employee shall:

- (i) be compensated for hours worked at double their hourly rate and;
- (ii) receive their regular pay for the day and;
- (iii) be granted another day off with pay in lieu of the holiday.

7.03 When an employee is required to remain on stand-by on a holiday as listed in Article 22 during which they were not scheduled to work, they shall:

- (i) be compensated at the stand-by rate (Article 6.03, above) for each hour of stand-by duty and;
- (ii) receive their regular pay for the holiday and;
- (iii) be compensated at one and one-half (1½) times their hourly rate for the hours worked while on stand-by duty (pursuant to Article 6.06, above) and;
- (iv) be granted another day off with pay in lieu of the holiday.

7.04 When an employee is required to remain on stand-by on a holiday as listed in Article 22, during which they were scheduled to work, they shall:

- (i) receive double their hourly rate for the scheduled shift and;
- (ii) be compensated at the stand-by rate (Article 6.03, above) for each hour of stand-by duty and;
- (iii) be compensated at double ~~his~~ their hourly rate for the hours worked on stand-by duty (pursuant to Article 6.06, above) and;
- (iv) be granted another day off with pay in lieu of the holiday.

7.05 Holiday work shall be rotated equitably among the employees who are employed for that type of work unless otherwise mutually agreed.

7.06 (a) Each employee shall receive either the Christmas or New Year's holidays off, unless otherwise mutually agreed.

(b) Subject to the operational requirements of the Employer, full-time and part-time employees who are required to work or be on stand-by on either Christmas Day or New Year's Day shall receive three (3) consecutive days off without loss of pay, one day of which must be either Christmas Day or New Year's Day, as the case may be, plus any combination of holidays listed in Article 22 and/or days not scheduled to work.

(c) any work performed on December 25th and/or January 1st shall be compensated at the discretion of the employee either by:

- (i) two (2) times the employee's hourly rate and the holiday rescheduled; or
- (ii) the employee's hourly rate for the hours worked on the holiday plus the number of hours worked on the holiday to be taken as time off at a later date and the holiday rescheduled.

7.07 No employee shall be compensated more than once for the same hours so worked on a holiday.

7.08 The overtime rate shall be paid for the shifts where one-half (½) or more than one-half (½) of the hours worked fall within 0001 hours and 2400 hours on the holiday. In such cases the overtime rate shall be paid for the total hours worked. If less than one-half (½) of the hours worked fall within 0001 and 2400 hours on the holiday, no overtime shall be paid.

8. Layoff and Recall

8.01 Article 17 (Layoff and Recall) of the Collective Agreement applies when there is a termination of employment because of lack of work or discontinuance of a function, with the following modifications for employees in these classifications within the Health Services Division of SNB.

8.02 Article 17.08(c) will be modified as follows:

17.08 (c) The unit of operation for this Article of the Collective Agreement shall be:

- the bargaining unit
- the Department or Agency (by Region, or District or Zone)
- the classification series, or classification where no series exists.

The term "Zone" means one of the following eight (8) regions within Service New Brunswick's Health Services Division: a. Moncton- Beauséjour (Zone 1B) b. Moncton- Southeast (Zone 1) c. Saint John (Zone 2) d. Fredericton (Zone 3) e. Edmundston (Zone 4) f. Campbellton (Zone 5) g. Bathurst (Zone 6) h. Miramichi (Zone 7)

9. Retirement Allowance

Credit for years of service with FacilicorpNB are transferred for the purposes of calculating an employee's retirement allowance entitlement in accordance with Article 32.04 (Retirement Allowance) and 32.05 (Payment of Retirement Allowance) of the Collective Agreement.

Employees who, on or before March 24, 2016, voluntarily elected to discontinue their retirement allowance accumulated prior to October 1, 2015, in accordance with Article 28.02(f)(i) of the Medical Science Professionals collective agreement in force in 2015, will have no credits to transfer, but will have the retirement allowance credits accumulated in accordance with Article 32.04 (Retirement Allowance) of the Engineering & Field collective agreement. Such accumulation was limited to the difference between 125 days and the number of days already paid out.

10. Phased-in Retirement

Former FacilicorpNB employees who chose to remain as a contributor under the CBE SRP, shall be granted the right to apply for the Phased in Retirement Program in accordance with the provisions of the CBE SRP.

11. Overtime

Overtime shall be:

- (a) all authorized time worked in excess of seven and one-half (7-1/2) hours in any 24-hour period; and
- (b) all authorized time worked on an employee's day off

12. Workers Compensation

A former FacilicorpNB employee who is receiving Workers' Compensation benefits at the time of transfer will continue to receive such benefits for the period for which their claim continues to be active. Thereafter new claims will be processed by SNB in accordance with Article 32.02 (Injured on Duty) of the Collective Agreement.

13. Inclement Weather

Any employee, who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day:

- a) by use of accumulated Statutory Holiday, or
- b) by use of accumulated overtime, or
- c) by use of accumulated vacation, or
- d) by working on one (1) of their days off or Statutory Holidays if staffing patterns permit, or
- e) if mutually agreed, to replace that portion of the day for which the employee was prevented from reporting for duty, by working at the end of their regular shift on that day

14. Subsequent Positions and New Classifications

If an employee covered by this Transfer Agreement applies for and accepts a subsequent position in the Health Services Division of SNB in one of the classifications represented by this Transfer Agreement, the employee's rate of pay and terms and conditions of work shall continue to be accordance with this Transfer Agreement. The terms and conditions of work of new classifications introduced in the CET series will be covered by this Transfer Agreement.

15. Classifications Covered by Transfer Agreement

Classifications currently covered under this updated Transfer Agreement are as follows:

Classification	Bargaining Unit
Clinical Engineering Technologist 1	123
Clinical Engineering Technologist 2	123
Clinical Engineering Technologist 3	123
Clinical Engineering Technologist 4	123

16. Scope of the Transfer Agreement

This agreement only applies to members of NBU who transferred to SNB effective October 1, 2015 and to new employees hired by SNB into a position in the Health Services Division in one of the classifications represented by this agreement. The terms and conditions of employment for new employees hired by SNB, other than those listed above, subsequent to this transfer shall be in accordance with the Collective Agreement.

IN WITNESS WHEREOF, the parties have signed this 8th day of February, 2024.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves _____

Susie Proulx-Daigle _____
