

COLLECTIVE AGREEMENT

Between

the University of New Brunswick

and

the Public Service Alliance of Canada

Group: Administrative, Professional and Technical Workers

Expiry date: June 30, 2022

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Article 1 - Preamble

- 1.01 The purpose of this Collective Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the PSAC and its Local 60551 (the PTSU), and the employees and to set forth herein certain agreed terms and conditions of employment reached through collective bargaining for the employees covered by this Collective Agreement.
- 1.02 The provisions of this Collective Agreement apply to the PSAC and its Local 60551 (the PTSU), employees and the Employer and each commits, at all times, to act in good faith.
- 1.03 This Collective Agreement may only be amended with the mutual consent of the Parties.

Article 2 - Definitions

- 2.01 For the purpose of this Collective Agreement:

“Anniversary date” means the date on which an Employee is appointed or promoted, whichever is more recent.

“Bargaining Agent” shall mean the Public Service Alliance of Canada.

“Bargaining Unit” shall mean the group of Employees as recognized in Article 4, Recognition.

“Collective Agreement” shall mean the collective agreement entered into between the Employer and the PSAC on behalf of Local 60551, the Professional and Technical Staff Union.

“Days” shall mean, unless otherwise specified, days exclusive of Saturday, Sunday, University Holidays and any other partial or full day when the relevant campus of the University is closed for administrative business.

“Employee” shall mean a member of the Bargaining Unit referred to in Article 4, Recognition.

“Employer” shall mean the University of New Brunswick, that is, the Corporation of the University of New Brunswick as incorporated under Chapter 63 of the Acts 22 Victoria (1859), as amended, and continued by the University of New Brunswick Act (1968), as amended, and any person(s) duly appointed by the University to act on its behalf.

“Full-time Employee” means a probationary or regular employee who is employed on the basis of a work week of twenty-nine (29) hours or more.

“Full-time Term Employee” means an employee who is employed on the basis of a work week of a minimum of twenty-nine (29) hours for a term appointment of twelve (12) months or more

“Immediate Family Member” means an Employee’s spouse, parent, step-parent, childhood guardian, fiancé/ée, children, step-child, sibling, grandparent, grandchild, or anyone for whom the Employee is a legal guardian. The Employer, in its sole discretion and after considering the

particular circumstances involved, may also recognize another person as an immediate family member where cultural traditions have created an important family relationship.

“Part-time Employee” means a probationary or regular employee who is employed on the basis of a work week of a minimum of eighteen (18) hours but less than twenty-nine (29) hours.

“Part-Time Term Employee” means an employee who is employed on the basis of a work week of a minimum of eighteen (18) hours but less than twenty-nine (29) hours for a term appointment of twelve (12) months or more.

“Parties” shall mean the Employer and the PSAC.

“Probationary Employee” means an Employee who has not yet completed the probationary period.

“PSAC” shall mean the Public Service Alliance of Canada.

“PTSU” shall mean the PSAC Local 60551, the Professional and Technical Staff Union.

“Regular Employee” means an employee who has satisfactorily completed the probationary period and who is employed on a continuing basis.

“Renewable Term Employee” means an employee who is employed in an ongoing position for a minimum of eighteen (18) hours a week for a term appointment of eight (8) months or more each year and the employee is recalled to this position each year.

“Spouse” means, regardless of gender, either the person who the employee is legally married to, or the person who, for a continuous period of at least one (1) year, the employee has lived with in a spousal relationship.

“The University” shall mean the University of New Brunswick.

“Union” shall mean the Public Service Alliance of Canada and its Local 60551, the Professional and Technical Staff Union.

Article 3 - Management Rights

- 3.01 The Union recognizes the power, authority, right, privilege and responsibility of the Employer, the University of New Brunswick, to manage the operations of the University of New Brunswick in all respects, as set out in the *University of New Brunswick Act*, except as specifically abridged or modified by the Collective Agreement.
- 3.02 The University shall not exercise its management rights in a manner that is arbitrary, discriminatory, or in bad faith.

Article 4 - Recognition

- 4.01 The Employer recognizes the PSAC as the sole and exclusive bargaining agent for the Bargaining Unit as defined in the Order of Certification numbered IR-024-12 issued March 20, 2013 by the Labour and Employment Board of the Province of New Brunswick, attached at Appendix C, and as amended from time to time by order of the Labour and Employment Board or by mutual agreement of the Parties.
- 4.02 Employees are entitled to:
- i) wear PSAC-PTSU lapel pins and, or, other union identifiers on all clothing (both personal and employer supplied items) in the workplace;
 - ii) attach PSAC-PTSU union insignia or union label to such things as protective headgear, tool boxes, lockers, vehicles and personally owned office furniture and any other reasonable equipment;
 - iii) place union calendars and appropriate union posters in the employee's workspace, and,
 - iv) the Parties agree to equal prominence to each Parties' symbol, insignia, logo, label or crest in the design of the covers of jointly produced documents such as this Collective Agreement.

Article 5 - Union Security

- 5.01 (a) The Employer agrees to make deductions for Union dues and assessments as levied by the Union for Employees of this Bargaining Unit from the wages of each Employee on a bi-weekly basis.
- (b) Where an Employee does not have sufficient earnings in respect of any bi-weekly pay period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary.
- (c) New Employees shall be advised in their letter of appointment that they are included in this Bargaining Unit represented by the Union and that their employment is based on the terms and conditions of employment as set out in this Collective Agreement. Letters of appointment shall include the Union's website addresses, as provided by the Union, for accessing the Union's membership form and information package.
- (d) The Union shall be notified immediately of any new Employee(s). The Union shall advise the Employer of the name and phone number of the Union Local representative(s) available to be introduced to employee(s). The Employer will advise new employee(s) that a Union Local representative will be in contact with the Employee(s). The Union Local representative shall be responsible for arranging such introductions.

- 5.02 The PSAC shall inform the Employer in writing of the authorized bi-weekly deduction to be checked off for each Employee. The PSAC shall provide notification in writing of any change in the amount of the required deductions as far in advance as possible but with no less than a minimum of thirty (30) calendar days' notice.
- 5.03 The Employer agrees to record on the Employee's T-4 statement the total union dues deducted from the Employee's salary and paid to the Union.
- 5.04 For the purpose of applying this Article, deductions from pay for each employee in respect of each bi-weekly pay period will start with the first full bi-weekly pay period to the extent that earnings are available.
- 5.05 (a) The amounts deducted in accordance with Article 5.01 shall be remitted by the fifteenth (15th) day of the month following the deduction month and sent to the attention of PSAC Membership Administration, Public Service Alliance of Canada. The payment is payable to "The Public Service Alliance of Canada", and shall be accompanied by an electronic remittance list of the particulars identifying each Employee and the deductions made on the employee's behalf.
- (b) The electronic remittance list shall include: a unique identification number for each employee, name of employee, title, department, hours of work in the deduction period, the total deduction for the period, notes explaining any difference in dues (e.g. employee on leave, employee promoted, etc.), and any other details added by agreement between the Employer and PSAC Membership Administration. The total of the individual deductions must equal the amount of the cheque.
- 5.06 The Employer shall provide the Union, in electronic format, with an electronic spreadsheet of all Employees in the Bargaining Unit within thirty (30) days of the beginning of each academic term that includes as a minimum: a unique identification number for each Employee, name, bi-weekly hours (if applicable), annual salary (if applicable), title or classification, date of hire, end date (if applicable), hourly rate of pay (if applicable), e-mail address, campus and specific work location, local mailing address, local phone number(s) and department. Other details can be added to the spreadsheet by agreement between the Employer and the PSAC.
- 5.07 No employee organization, other than the PSAC, shall be permitted to have membership dues and, or, other monies deducted by the Employer from the pay of employees in this Bargaining Unit.
- 5.08 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer, and such claim or liability would be limited to the amount actually involved in the error.
- 5.09 When either party identifies an error in the application of this article they shall notify the other party.

Article 6 - No Discrimination, No Harassment and Whistleblower Protection

- 6.01 There shall be no discrimination, interference, restriction, coercion, intimidation, or disciplinary action exercised or practiced with respect to or by an employee (except as permitted by the New Brunswick Employment Standards Act and/or the New Brunswick Human Rights Act) by reason of age, race, creed, colour, national or ethnic origin, religious affiliation, social condition, sex, sexual orientation, gender identity or expression, political affiliation, political activity, pregnancy, family status, marital status, mental or physical disability, place of residence, membership or activity in the Union, or a conviction for which a pardon has been granted, or any other grounds covered by the New Brunswick Human Rights Act or the Canadian Human Rights Act.
- 6.02 This article does not preclude any Employment Equity measures agreed to by the parties or required by law.
- 6.03 The parties acknowledge that the Employer has a duty to accommodate and the Union has an obligation to assist in that accommodation, consistent with the New Brunswick Human Rights Act and the evolving jurisprudence. In situations where an employee requires an accommodation, the Employer, the Union and the employee shall meet and make every reasonable effort to reach the required resolution.
- 6.04 The Employer, the Union and the employees are committed to a working and learning environment free from harassment on grounds that are prohibited by the *New Brunswick Human Rights Act*, free from personal and sexual harassment as defined in this Collective Agreement and free from abuse of authority and violence as defined in this Collective Agreement. The parties undertake to ensure that no form of harassment or abuse of authority, or violence, or retaliation against any employee who is a complainant, witness or otherwise involved with the making or processing of a claim of harassment under this Article is tolerated in the workplace.

“Sexual harassment” is a form of harassment and means: conduct of a sexual nature such as, but not limited to, abuse or threats of a sexual nature, unwelcome sexual invitations or requests, demands for sexual favours, or repeated innuendos or taunting about a person's body, appearance or sexual orientation when:

- (a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or,
- (b) submission to, or rejection of, such conduct by an individual is used as the basis for employment; or,
- (c) such conduct interferes with an individual's work performance; or,
- (d) such conduct creates an intimidating, hostile, or offensive working environment.

A single serious incidence of such behavior may also constitute sexual harassment.

“Personal harassment” is a form of harassment and means: any vexatious behaviour that is known or ought reasonably to be known to be unwelcome. It may take the form of repeated hostile or unwanted conduct, physical assault, verbal or written comments, or abuse of authority, actions

or gestures (including bullying) that affect an employee's dignity, or psychological or physical integrity, and which results in a harmful work environment for the employee. A single serious incidence of such behaviour may also constitute personal harassment.

"Abuse of authority" is a form of harassment and occurs when an individual improperly uses the power and authority inherent in the employee's position to endanger an employee's job, undermines the employee's ability to perform that job, threatens the economic livelihood of the employee or in any way interferes with or influences the career of the employee. It includes vexatious behavior, intimidation, threats, bullying, blackmail or coercion.

"Poisoned work environment" is a form of harassment and means: activities or behaviours not necessarily directed at anyone in particular, that creates a hostile or offensive workplace. Examples of a poisoned work environment may include but are not limited to: graffiti, sexual, racial or religious insults or jokes, abusive treatment of an employee and the display of pornographic or other offensive material.

- 6.05 An Employee who feels that they have been a victim of discrimination or harassment (personal harassment, sexual harassment, abuse of authority, poisoned work environment) may file a complaint under UNB's Discrimination, Sexual Harassment and Harassment Policy or may file a grievance under Article 13 – Grievance and Arbitration.

An Employee who feels that they have been a victim of sexual assault may file a complaint under UNB's Sexual Assault Policy or may file a grievance under Article 13 Grievance and Arbitration.

- 6.06 Nothing in this Article, in the UNB Discrimination, Sexual Harassment and Harassment Policy, or in the UNB Sexual Assault Policy restricts an employee's ability to determine which process shall be engaged to address their complaint.
- 6.07 An Employee who is disciplined under this article or under UNB's Discrimination, Sexual Harassment and Harassment Policy or UNB's Sexual Assault Policy shall have the right to grieve such discipline under Article 13 – Grievance and Arbitration.
- 6.08 The University shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

Whistleblower Protection

- 6.09 There shall be no retaliation or threat of retaliation against an employee who, on the basis of a reasonable belief, reports wrongdoing by any member of the campus community or who gives information or evidence in relation to the reported wrongdoing.

An employee who files a malicious report may be disciplined; however a report that is determined to be unfounded does not necessarily constitute a complaint filed in bad faith.

Article 7 - Future Legislation and the Collective Agreement

- 7.01 If any law now in force or enacted during the term of this Collective Agreement renders null and void any provision of this Collective Agreement, the remaining provisions shall remain in effect for the life of the Collective Agreement. The Parties shall meet forthwith to discuss the legislative change and shall make every effort to negotiate both the required clarifying language and, or, alternate provisions which are in conformity with the applicable law.

Any agreed upon changes shall remain in effect until the legislative change is no longer applicable, in which case the previous language, unless otherwise mutually agreed, or amended, by the parties, shall be re-instated.

- 7.02 Should any legislation provide greater benefits than the current Collective Agreement, the legislation shall apply.

Article 8 - Strikes and Lockouts

- 8.01 The Parties agree that there shall be no strikes or lockouts as defined by the New Brunswick *Industrial Relations Act* during the life of this Collective Agreement.

- 8.02 If an Employee is prevented from performing their duties because of a strike or lockout on the premises of another Employer, or where an Employee expresses a concern for their safety in attempting to cross a picket-line on the Employer's premises, the Employee shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure safe access to the workplace or make alternative work arrangements so that they shall receive their regular pay and benefits to which they would normally be entitled.

Article 9 - Union Representatives

- 9.02 The Employer acknowledges the right of the Union to appoint or otherwise select Employees as representatives.

- 9.03 The Union shall determine the area of responsibility of each representative.

- 9.04 The Union shall notify the Employer in writing of the name and area of responsibility of its representatives and as amended.

- 9.05 A Union representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints or process a grievance or undertake any other union business during working hours. The representative shall report back to their supervisor before resuming their normal duties. Where the supervisor is not available and the issue is of a time sensitive nature, the union representative shall contact the Human Resources Department to obtain permission. Such permission will not be unreasonably withheld. Employees shall suffer no loss of pay in such instances.

Article 10 - Use of Employer's Facilities

- 10.01 The Employer will provide a bulletin board dedicated specifically for "Union Notices" outside the Union Local offices for the posting of meetings and other notices of interest to Employees.
- 10.02 The Employer shall permit the PTSU to use the Employer's internet access and internal mail, e-mail, photocopying, audio-visual, printing and internal telephone services on the UNB Fredericton and UNB Saint John campuses on the same basis and at the same rates as University departments for PTSU business and information related to the Bargaining Unit.
- Agreement on the use of other University services by the Union shall not be unreasonably withheld by the Employer.
- 10.03 The Employer agrees that authorized PTSU representatives will be entitled distribute PTSU literature and to convene PTSU meetings on the Employer's premises. Such activities shall not interfere with the normal business of the Employer.
- 10.04 A duly accredited representative of the PSAC shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local. On those occasions, such representatives will be provided with a complimentary guest parking pass.
- 10.05 The Employer shall permit the Union to book suitable meeting rooms on the UNB Fredericton and UNB Saint John campuses at standard internal user rates, when required for Union business, through the appropriate room booking procedure.
- 10.06 The Employer agrees to provide the Union, without charge, with a suitably serviced and maintained office on the UNB Fredericton and on the UNB Saint John campuses, equipped with a secure filing cabinet for its sole and exclusive use.

Article 11 - Information and Correspondence

- 11.01 The Employer agrees to place a printer friendly and searchable version of this Collective Agreement on its website (www.unb.ca/hr) within a reasonable period of time after the signing of this Collective Agreement.
- 11.02 The University agrees to print and provide to the Union two hundred (200) copies of this Collective Agreement. Printing will be done through UNB's Print Shop in accordance with UNB's print and procurement guidelines. The Parties shall share the cost of this printing.
- 11.03 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by regular mail, campus mail, or e-mail as follows:

<p>To the Employer:</p> <p>Associate Vice-President</p> <p>Human Resources & Organizational Development</p> <p>University of New Brunswick Fredericton, NB E3B 5A3</p> <p>e-mail: hbrandod@unb.ca</p>	<p>To the Union:</p> <p>The Local President PSAC Local 60551 Professional and Technical Staff Union (PTSU)</p> <p>[TBD: once the Local has been provided with an office location the internal mailing address can be placed here]</p> <hr/> <p>University of New Brunswick Fredericton, NB E3B 5A3</p> <p>e-mail: PTSU60551@gmail.com</p>
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11.04 The Employer shall normally copy the PSAC Regional Executive Vice-President- Atlantic and the PSAC Regional Representative on such correspondence at the addresses provided under Clause 11.06 below.

11.05 The Employer agrees to provide the President of the Union Local of the PSAC with a copy of, or access to, the following information and as amended:

- (a) each job posting for every vacancy posted for this bargaining unit;
- (b) the appointment letter for each employee appointed to a position in this bargaining unit;
- (c) the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents;
- (d) the list of the names of all persons, appointed or elected, to the Board of Governors;
- (e) the lists of the names of all persons appointed to any committee formed in accordance with this Collective Agreement;
- (f) the University of New Brunswick budget(s) approved by the Board of Governors;
- (g) the annual audited Report and Financial Statements of the University of New Brunswick within ten (10) days following approval for release by the Board of Governors;
- (h) the current seniority list;
- (i) the full text of all pension and benefit plans;
- (j) all official press releases;
- (k) current job descriptions of all persons in the bargaining unit;

11.06 The Union Local agrees to provide the Employer with the following information:

- (a) the names of all persons appointed or elected to positions in the Union Local and the area of responsibility of each;
- (b) the name, phone number, e-mail address and regular mail contact information of the PSAC Regional Representative;
- (c) the name, phone number, e-mail address and regular mail contact information of the PSAC Regional Executive Vice-President – Atlantic;

- (d) the list of the names of all persons appointed to any committee formed in accordance with this Collective Agreement; and,
- (e) the e-mail address and regular mail contact information of the PSAC Co-Ordinator, Grievance and Adjudication Section, Representation and Legal Services Branch.

Article 12 – Discipline

- 12.01 No employee shall be disciplined except for just and sufficient cause. Disputes over what constitutes just and sufficient cause shall be resolved through Article 13 - Grievance and Arbitration.
- 12.02 (a) The employee and the Local President or designate shall be informed of the employer's intention to investigate an incident for possible disciplinary action within five (5) Days from the date that the Employer became aware of the incident. The Employer shall expeditiously conduct and complete the investigation and inform the Employee of the results. The Employer will keep the Local President or designate apprised of the progress in a timely manner.
- (b) An employee shall be informed of and shall have the right of Union representation during any meeting for disciplinary purposes with the Employer, including any meeting to investigate an incident for possible disciplinary action.
- (c) The Employer shall give at least two (2) days advance notice, in writing, to the employee and to the Local President, or designate, of the nature of the meeting and shall advise the employee of the right to Union representation.
- (d) The employee and, or Union representative (if present) shall be given an opportunity to be heard at such meetings.
- (e) During any meeting between the Employer and an Employee, either party may terminate the meeting where it appears that the meeting may change to an investigation for disciplinary purposes. In this case, notice shall be provided in accordance with Article 12.02 a). Failure to terminate a meeting under this Article shall not be subject, first, to Article 13 - Grievance and Arbitration; and second, shall have no impact on the outcome of a subsequent disciplinary investigation.
- 12.03 The above does not preclude an employee from requesting union representation at any meeting with the Employer and such request shall not be unreasonably denied.
- 12.04 The value of progressive discipline, with the aim of being corrective in application, is recognized by both parties. Disciplinary action shall be just and reasonable and includes:
- (a) written reprimand
 - (b) suspension
 - (c) discharge

Without limiting the Employer's right to assess an appropriate level of discipline on a case-by-case basis, such discipline will normally be applied in a progressive manner.

Oral reprimands or oral counselling do not constitute disciplinary action.

- 12.05 The written notice of discipline of an employee will include reasons and relevant dates and will be provided to the employee and copied to the Local President or designate. For the purposes of the time limits under Article 13 - Grievance and Arbitration, the date of receipt of such notice shall be used. At that time a copy, subject to the grievance and arbitration process, shall be placed in the Employee's personnel file and shall only be distributed as required for administrative purposes related to employment. In such cases the Employee and the Local President, or designate shall also receive a copy indicating the distribution list.
- 12.06 The Employer agrees not to introduce into evidence in a hearing relating to disciplinary action any written notice of discipline from an Employee's Personnel File that has not been provided to the Employee at or before the time of placement in the file in accordance with this Article.
- 12.07 Any document related to disciplinary action placed in an employee's Personnel File will be removed after a period of eighteen (18) months has elapsed since the disciplinary action was taken if there have been no further disciplinary matters that arose during that time period.
- 12.08 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.
- 12.09 The termination of a probationary Employee does not constitute discipline and is not grievable unless such termination is exercised in a manner that is arbitrary, discriminatory, or in bad faith.
- 12.10 The facts and substance of disciplinary investigations shall be treated as confidential by the Employer and the Union without inhibiting the Parties from conducting and participating in investigations, seeking counsel, or making disclosures required by law.

Article 13 - Grievance and Arbitration

- 13.01 A grievance is defined as any difference between the Parties or between an Employee, or employees, and the Employer arising out of the interpretation, application, administration or an alleged violation of the Collective Agreement, including any question as to whether a matter is arbitrable.
- 13.02 Grievances shall be classified as follows and shall be processed according to the grievance procedures listed in this Article:
 - (i) Individual grievance shall mean a grievance involving an employee and particular to that employee.
 - (ii) Group grievance shall mean a grievance involving a group of employees and shall be processed as one (1) single grievance.
 - (iii) Union Policy grievance shall mean a grievance initiated by the Union and which has general application to all Employees or to a group of Employees, or to the Union.
 - iv) Employer grievance shall mean a grievance initiated by the Employer.

- 13.03 No employee shall be subject to reprisal for the exercise of rights under this Collective Agreement, unless it is determined that the employee had acted in bad faith in exercising such rights, in which case the employee may be subject to disciplinary action in accordance with Article 12 –Discipline.
- 13.04 (a) A grievance under Article 13.02 (i), (ii), or (iii) may be submitted on the PSAC grievance form attached at Appendix “B”. A grievance shall state in writing the article(s) of this Agreement which are alleged to have been contravened and specify the remedy sought.
- (b) A grievance filed under 13.02(i), (ii), or (iii) must have the approval and support of the Bargaining Agent as indicated by the signature of a PSAC Officer, Local Officer or Steward and be submitted to the Associate Vice President of HR&OD. Grievances concerning discipline or any Group or Union Policy grievance shall be directed to Step Two by the Associate Vice-President of Human Resources & Organizational Development.
- (c) In the case of an Employer grievance, the grievance shall be stated in writing, signed by the Associate Vice-President of HR& OD, and submitted to the President of the Union Local. An Employer grievance shall be considered a Step Two grievance. It is recognized that the President of the Union Local or designate may need a reasonable amount of time to prepare for and/or attend any meetings regarding this grievance. Permission to leave work during working hours for such purposes shall first be obtained from the Employer’s supervisor. Such requests shall not be unreasonably denied. Employees shall suffer no loss of pay in such instances.
- (d) Where the Employer has disciplined an employee and given the reasons, including relevant dates, for the same in accordance with Article 12 – Discipline, then during the grievance procedure, including arbitration, the Employer shall be limited to those reasons, including relevant dates, stated in the above notification.
- 13.05 (a) The grievor(s) shall be entitled to PSAC representation and shall be entitled to be present at every step of the Grievance and Arbitration Procedure.
- (b) PSAC shall have the right to present evidence and make representations on behalf of the grievor(s) at every step of the Grievance and Arbitration Procedure.
- (c) It is recognized that the grievor(s) and where applicable the PSAC representative may need a reasonable amount of time to prepare for oral complaint or grievance meetings or arbitration.
- (d) Permission to leave work during working hours for such purposes shall first be obtained from the Employee’s supervisor. Such requests shall not be unreasonably denied. Employees shall suffer no loss of pay in such instances.
- 13.06 No grievance shall be denied solely on the basis of a clerical, typographical, or similar error.
- 13.07 In calculating time limits, Saturdays, Sundays, Designated Paid Holidays, and any other day(s) on which the Employer has decided to close or curtail operations, shall be excluded.

- 13.08 The time limits in this article are mandatory and not directory and may only be extended by mutual agreement between the Employer and the Union confirmed in writing. Such request shall not be unreasonably denied. If advantage of the provisions of this Article has not been taken within the time limits specified herein, including referral to arbitration, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 13.09 **Informal Complaint Stage:** The parties agree that every reasonable effort should be made to resolve complaints expeditiously and without prejudice through informal discussion before the formal grievance procedure is initiated. The grievance procedure is not intended to preclude any such discussion. Any employee, group of employees, and, or, the PSAC is encouraged to present an oral complaint to the employee's supervisor, in an attempt to settle complaints through informal discussion before the formal grievance procedure is initiated in accordance with this Article. There is no requirement for formal documentation or correspondence at this informal complaint stage.
- 13.10 (a) **Filing of the Grievance:** If a satisfactory settlement has not been obtained under the informal complaint stage, a written grievance may be filed within twenty-five (25) days after the alleged grievance has arisen in accordance with Article 13.04.
- (b) If at any point in the grievance process either of the Parties believe that the grievance(s) is incorrectly classified under 13.02, the party may request a meeting to discuss the classification of the grievance.
- (c) The Associate Vice-President of Human Resources & Organizational Development will inform the grievor(s) and the Union Representative who filed the grievance of the name of the Employer's Representative at Step One and, or, Step Two, as appropriate.
- 13.11 **Step One (Individual Grievances)**
Within five (5) days of the Employer's representative receiving the grievance form at Step 1, the Employer's representative shall arrange and hold a meeting to hear the grievance. The Employer's representative shall render a disposition within ten (10) days of the hearing.
- 13.12 **Step Two**
If the disposition at Step 1 does not resolve the grievance to the satisfaction of the Union, then the grievor and, or the appropriate Union Representative shall within ten (10) days of receipt of the disposition submit the grievance to Step 2.
- For grievances filed directly at Step 2, the grievor, and, or the appropriate Union or Employer Representative shall file the grievance in accordance with 13.10(a).
- A meeting to hear the grievance shall be arranged and held within ten (10) days of receiving the grievance. A decision will be rendered within ten (10) days of the hearing.
- 13.13 The Employer's representative shall render a grievance decision in writing to the grievor(s) with a copy forwarded to the Union Representative who filed the grievance and the Secretary of the Union Local.

- 13.14 All grievance dispositions, including rationale, will be rendered in writing to the grievor(s) and to the Employer or Union Representative that filed the grievance.
- 13.15 **Referral to Arbitration**
If the disposition at Step 2 does not resolve the grievance to the satisfaction of the Union, or Employer in the case of an Employer grievance, then the appropriate Party may within thirty (30) Days of receipt of the Step 2 disposition submit the grievance to arbitration. In the case of a Union grievance, the written notice of the decision to proceed to arbitration shall be received by the Associate Vice-President of Human Resources & Organizational Development. In the case of an Employer grievance, the notice shall be sent to the PSAC Co-ordinator, Grievance and Adjudication Section, **Representation and Legal Services Branch** , and copied to the Local President.
- 13.16 If mutually agreed, the Parties may, prior to arbitration, engage the grievance mediation services of the New Brunswick Industrial Relations Branch.
- 13.17 The Parties agree to the use of a single arbitrator. The Parties shall make every reasonable effort to agree on the selection of the arbitrator within twenty-five (25) days of receipt of the notice referred to in Article 13.14. In the event the Parties fail to agree on the selection of an arbitrator, they shall expeditiously request that the provincial minister responsible for labour appoint an arbitrator.
- 13.18 The Parties shall make every reasonable effort to formulate a statement of the agreed facts and, or, issues and thereby minimize the use of witnesses. The Parties shall make every reasonable effort to reach such agreement ten (10) days prior to the hearing. At such time, the Parties shall also advise each other of their respective arbitration representative.
- 13.19 The Arbitrator shall have all the powers vested in an Arbitrator by the New Brunswick Industrial Relations Act and by the Collective Agreement, including in the case of discipline or discharge, the power to substitute for the discipline or discharge such other penalties that the arbitrator deems just, reasonable, and appropriate in the circumstances. The Arbitrator shall make every effort to render a decision within sixty (60) days from the date of the final hearing. The Arbitrator shall remain seized of this matter until all issues related to the implementation of the Arbitrator's decision have been resolved.
- 13.20 The Arbitrator shall hear and determine the difference or allegation, and confine the decision to the grievance submitted for arbitration and shall have no authority to determine any other issue or issues unless material to the decision on the grievance.
- 13.21 Unless mutually agreed, no person will be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.22 The arbitrator shall not have the power to change, add to, or modify any of the provisions of this Collective Agreement nor to substitute any new provisions for any existing provisions, excepting in cases of rectification, nor to render any decision in conflict with, or inconsistent with, the provisions of this Collective Agreement, nor deal with any matter not covered by this Collective Agreement.
- 13.23 The decision shall be final and binding upon the Parties and upon any Employee affected by it.

13.24 The Parties will equally share the expense of the Arbitrator.

Article 14 - Seniority

14.01 Seniority is defined as the length of continuous service with the Employer.

14.02 An employee's service will begin from the first day of employment and shall be the cumulative amount of regular time which the employee has worked for the Employer. The calculation of seniority shall be prorated on the following basis:

- i. A year of service for an Employee working 40 hours per week shall be 2080 hours; and
- ii. A year of service for an Employee working 36.25 hours per week shall be 1885 hours.

14.03 All seniority shall be expressed in years of service to two (2) decimal places.

14.04 A year of service for an Employee working less than full-time hours shall be calculated on a prorated formula and expressed as a percentage of the regular full-time hours for that position (e.g. An employee working 20 hours per week in a position with a normal work week of 40 hours will accumulate one year of service after working for two years on a half-time basis).

14.05 For the purposes of this Article, all regular time paid by the Employer shall be treated as time worked and shall accrue seniority.

14.06 Seniority shall be applied on a Bargaining Unit wide basis.

14.07 When, in a particular decision where seniority is relevant, two or more employees have the same seniority, the procedure for establishing their relative seniority shall be as follows:

- (a) the employee whose first day of continuous employment is earliest shall be senior;
- (b) if a) fails to resolve the order of seniority, then seniority shall be established by placing the names of the concerned employees on paper in a container (hat) and then selected at random by the PSAC representative in the presence of the concerned employees and a representative the Employer.

14.08 An Employee shall lose all accumulated seniority if he or she:

- (a) resigns;
- (b) retires;
- (c) is laid off for more than twelve (12) months;
- (d) is discharged for just and sufficient cause;
- (e) abandons their position by failing to report for duty for five (5) consecutive working days without notifying his or her immediate supervisor unless the employee provides an explanation for such absence which is satisfactory to the Employer;
- (f) ceases to be employed at the end of their term of employment;
- (g) waives his/her right to stay on the lay-off and recall list; or

- (h) fails to respond to the recall notice, sent by registered mail, within seventy-two (72) hours of the receipt.
- 14.09 Employees who are re-employed within sixty (60) calendar days of the end of a previous term of employment as a bargaining unit member will have their previous seniority re-instated.
- 14.10 The bargaining unit seniority list consisting of the name, start date, and seniority of each Employee shall be prepared and provided to the Union within ninety (90) days of the signing of this Collective agreement and at the beginning and midway point of each calendar year thereafter.
- 14.11 An employee who believes that they are improperly placed on the seniority list may file a grievance in accordance with Article 13 – Grievance and Arbitration.
- 14.12 An Employee who accepts a temporary appointment with the Employer outside of the bargaining unit shall continue to retain and accumulate seniority.

Article 15 - Employment Opportunities

- 15.01 All applicants for positions within the Bargaining Unit shall be assessed in compliance with the Collective Agreement and all applicable legislation.
- 15.02 Where a new position is created or a vacancy occurs in the Bargaining Unit, and the Employer decides to fill it, it shall be posted on the Employer’s Employment Opportunities website for a minimum of ten (10) working days, except as provided under Article 30 - Lay-off, Recall, and Severance.
- 15.03 The Employer shall provide the Union Local President, or designate, with a copy of all UNB employment opportunity postings, via e-mail, normally at the time of posting.
- 15.04 All bargaining unit employment opportunity postings shall include, at least:
 - (i) The position title;
 - (ii) Employment status, i.e. whether the vacant position is term or continuing, and if it is a term appointment the length of the term;
 - (iii) The hours of work, including whether the position is full time or part time;
 - (iv) The campus, location and unit;
 - (v) A brief description of the position duties;
 - (vi) The qualifications, skills and abilities required for the position;
 - (vii) The salary range as determined in accordance with the Collective Agreement;
 - (viii) The deadline by which to apply;
 - (ix) A statement that this position is covered by terms and conditions contained in the Collective Agreement negotiated between UNB and PSAC/PTSU Local 60551;
 - (x) A statement that UNB and PSAC/PTSU Local 60551 are committed to Employment Equity.
- 15.05 Applications for employment opportunities within the Bargaining Unit shall be submitted in the method specified by the Employer on the posting, to the Department of Human Resources and Organizational Development.

- 15.06 Nothing in this Collective Agreement shall prevent the Employer from determining whether a vacant position within the Bargaining Unit will be a term or continuing appointment.
- 15.07 The successful applicant shall be placed on a probationary period or a trial period in accordance with Article 16 - Probation and Trial Period.
- 15.08 If a position is to be filled by a qualified employee about to be laid off or recalled from lay-off, then the Employer may fill the position without posting.
- 15.09 In filling a posted bargaining unit Employment Opportunity, the Employer shall offer the position to the candidate that best meets the qualifications, skills, and abilities as prescribed by the job posting. Where the qualifications, skills, and abilities of candidates are equal and one of the candidates is an Employee, the Employee will be offered the position. Where the qualifications, skills, and abilities of more than one Employee candidate are equal, the candidate with the greatest seniority will be offered the position.
- 15.10 Each successful applicant shall receive an appointment letter setting out the terms of the appointment and a link to the Collective Agreement. A copy of the letter of appointment shall be provided to the Union Local President, or designate, at that time.
- 15.11 The Employer reserves the right to cancel any Employment Opportunity prior to awarding it to a candidate.
- 15.12 (a) All unsuccessful Bargaining Unit applicants will be advised in writing. Upon request, a bargaining unit member who was interviewed but not selected for a bargaining unit position will be granted a without prejudice meeting with a representative of Human Resources and Organizational Development to discuss their application within the selection process.
- (b) If requested by the Union representative, a meeting will be arranged with HROD to review the unsuccessful candidate's application.
- (c) If the successful applicant comes from outside the bargaining unit, all relevant information from the successful applicant's application will be provided to the Union upon request.
- 15.13 Any person hired in a position vacancy that is contested through the Article 13 - Grievance and Arbitration process will not be considered as a regular employee until the dispute is settled and the process is completed. An employee selected to be appointed shall be advised by the Employer if a grievance has been filed in regards to the job opportunity.
- 15.14 When the Employer upgrades a part-time Bargaining Unit position to a full-time position with similar duties, the incumbent will be offered the position without a competition upon written approval from the Union Local. Such approval shall not be unreasonably denied.

- 15.15 When the Employer converts a term position to a continuing position an incumbent who has been working in the position may be offered the position without a competition upon written approval from the Union Local. Such approval shall not be unreasonably denied.
- 15.16 Notwithstanding the provisions of Article 15.06, a term position shall be converted to a continuing position provided that the following three (3) criteria are satisfied:
- (a) the term position has been in the bargaining unit for three (3) consecutive years;
 - (b) the term position has been renewed beyond a minimum of three (3) years; and
 - (c) the term position is funded by unrestricted operating funds.
- 15.17 Where an Employee has occupied the same term position for three (3) consecutive years and the term position is being converted to continuing status pursuant to Article 15.16, the Employee shall be offered the converted continuing position. Upon acceptance of the offer, the Employee will become a Regular Employee.
- 15.18 Any employee requiring accommodation as part of the hiring process shall notify HROD and shall participate in the accommodation process in accordance with Article 6 – No Discrimination, No Harassment and Whistle Blower Protection.
- 15.19 No employee shall be appointed to a position outside of the Bargaining Unit without their consent.

Article 16 - Probation and Trial Period

- 16.01 All newly hired employees shall be considered probationary.
- 16.02 Newly hired employees shall complete a six (6) month probationary period which may be extended up to an additional three (3) months. The purpose of the probationary period is to allow the Employer to assess the employee's suitability for continued employment. If a probationary employee is not suitable, the employee may be terminated.
- 16.03 (a) Unless otherwise noted, probationary employees shall be entitled to all rights and privileges of the Collective Agreement.
- (b) Notwithstanding Clause 16.03 a), the termination of a probationary Employee shall only be subject to grievance if such termination is exercised in a manner that is arbitrary, discriminatory, or in bad faith.
- 16.04 (a) During the probationary period, an informal review of the employee's performance will be conducted by the employee's supervisor during the first two months. The supervisor and the employee will formally meet no later than the end of the 4th month. If at the end of the employee's probationary period the probation is to be extended there will be a second formal review conducted to discuss the employee's progress towards meeting the requirements for successful completion of the probationary period.
- (b) If the Employer intends to extend a probationary period beyond the normal six (6) months they shall meet with the employee and Union representative to discuss the reasons for

such extension. Such meeting shall be documented and a copy placed in the employee's personnel file.

- 16.05 If during, or at the end of, a probationary period an employee is deemed unsuitable for on-going employment in the position, the Employer will meet with and inform the employee and Union representative of the Employer's decision and provide a copy of the written decision which shall include the reasons. Upon request, a representative of Human Resources and Organizational Development will meet with the Local President or designate, to discuss the Employer's decision on a without prejudice basis in an effort to determine the potential for any other course of action.
- 16.06 Subject to Clause 16.09 and except as outlined in Clause 16.07:
- (a) an employee appointed to another position in the Bargaining Unit is subject to a trial period of four months; and such trial period may be extended by mutual agreement between the Parties; or
 - (b) an employee appointed to a non-unionized position with UNB shall be subject to the Employer's policy on trial period for non-unionized personnel; or,
 - (c) an employee appointed to a position in another bargaining unit with UNB shall be subject to the trial period in the Collective Agreement governing that bargaining unit.
- 16.07 An employee shall not be required to serve a trial period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's current position.
 - (b) The employee is transferred by the Employer in accordance with the Collective Agreement to a position in the same classification involving similar duties and responsibilities.
- 16.08 An employee who is temporarily appointed to another position in the Bargaining Unit on an acting basis is considered to have started the trial period. If the employee is subsequently appointed without a substantive break, the period during which the employee was in acting status will reduce the trial period referred to in Clause 16.06 by a maximum of two (2) months.
- 16.09 In the event an employee on a trial period in any of the situations referred to in Clause 16.06, either proves unsatisfactory, or so requests, following a meaningful discussion with a representative of HR&OD regarding the rationale for such a request, the employee shall be returned to their former position without loss of seniority. The employee's salary will revert to its previous level, including applicable economic increases and progress through the range (PTR) adjustments to which they would have been entitled. Any other employees promoted or transferred because of the re-arrangement of position(s) shall also be returned to the employee's former position without loss of seniority, and at the employee's previous salary, including applicable economic increases and progress through the range (PTR) adjustments to which they would have been entitled.

- 16.10 A probationary employee discharged or terminated for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of two (2) weeks prior notice in writing, with a copy to the PSAC local president or payment in lieu thereof.

Article 17 - Hours of Work

- 17.01 The normal work day and work week for employees is seven and one-quarter (7 ¼) hours per day and thirty-six and one-quarter (36 ¼) hours per week, normally scheduled in the period of Monday through Friday. However, for some employees the normal work day and work week may be more or less, such as eight (8) hours per day and forty (40) hours per week.

Normal office hours for a thirty-six and one-quarter (36 ¼) hour work week will be 8:15 a.m. to 4:30 p.m. It is understood that some Employees may regularly or occasionally be scheduled to work on weekends, in evenings, and/or outside normal office hours. This will depend upon the operational requirements of a particular department.

- 17.02 During each work day, Employees will be given two (2) paid rest breaks of fifteen (15) minutes each. One break will be taken during the first half of the work day and the second break will be taken during the second half of the work day. The rest breaks shall be scheduled by the Employer.
- 17.03 During each work day, Employees will be given an unpaid meal break of one (1) hour at some point near the middle of their work day. The meal break shall be scheduled by the Employer.

17.04 **Summer Hours**

- (a) Summer hours shall be scheduled by the Employer and shall be based on operational requirements. Summer hours shall be from the first working day following Victoria Day until the last working day prior to Labor Day.
- (b) Where operational requirements permit, during summer hours, Employees at:
- (i) the UNB Fredericton campus may work from 7:45am to 4:00pm, exclusive of a one (1) hour unpaid lunch; or
 - (ii) the UNB Saint John campus may work from 8:00am and 4:00pm, exclusive of a forty-five (45) minute unpaid lunch.

- 17.05 “day”, for pay purposes, means a twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 midnight;

“week”, for pay purposes, means a period of seven (7) consecutive days beginning at 12:01 a.m. Sunday and ending at 12:00 midnight the following Saturday night.

17.06 **Varying Work Schedules**

- (a) If the Employer intends to change an Employee’s normal work schedule, the Employee’s immediate supervisor will consult with the affected Employee before introducing any change.

- (b) If, after consultation, the Employer changes an Employee's normal work schedule for an Employee, the Employer shall provide the Employee with at least ten (10) days' notice in writing, copying the Union. This does not apply to situations of operational urgency.
- (c) If the Employer intends to change the normal work schedule on a department-wide basis, the Employer will consult with Employees within the department and the Union before introducing any change.
- (d) If, after consultation, the Employer changes the normal work schedule on a department-wide basis, the Employer shall provide the Employees with at least ten (10) days' notice in writing, copying the Union.

17.07 A change in an Employee's hours of work shall not constitute a lay-off unless it results in a change of status from continuing full-time to continuing part-time.

17.08 An Employee may initiate a request in writing to their immediate supervisor for flexible start and stop times for each work day. Requests shall include:

- (i) specific start and stop times for each work day during the work week; and
- (ii) the dates on which the flexible hour arrangements would commence and expire.

Such a request shall be subject to a department's service needs and operational requirements. Should the Supervisor grant such requests, they shall do so in writing, copying the Union, specifying the dates the flexible hour arrangement will commence and will expire. Such requests shall not be unreasonably denied.

17.09 All Employees shall normally receive two (2) consecutive days of rest per work week.

17.10 Normal Hours of Work

- (a) A department's service needs and operational requirements will determine an Employee's normal hours of work.
- (b) The normal hours of work for a Full-Time Employee in the Bargaining Unit shall be defined in their appointment letter and shall not be less than twenty-nine (29) hours and not more than forty (40) hours of work per week.
- (c) The normal hours of work for a Part-Time Employee in the Bargaining Unit shall be defined in their appointment letter and shall not be less than eighteen (18) hours but less than twenty-nine (29) hours per week.

17.11 Work Schedules

- (a) A department's service needs and operational requirements will determine an Employee's work schedule.
- (b) Employees shall have a consistent daily and weekly work schedule, which may only be varied in accordance with Article 17.06 except as provided in MOA #4 RE: Employees with Irregular Schedules.

Article 18 - Overtime

- 18.01 Hours worked by Employees in excess of 36 $\frac{1}{4}$ or 40 hours per week as per Article 17 - Hours of Work, shall constitute overtime hours. There shall be no pyramiding of overtime.
- 18.02 (a) Overtime must be authorized in advance by the Employer. Subject to operational requirements and the availability of qualified Employees, overtime will be allocated on an equitable basis. The overtime record and log of Employees contacted for overtime work will be open to examination by employees or the Union on request. The Employee shall indicate their choice of compensation or time off in lieu for the overtime worked upon completion.
- (b) The Employer will normally give at least four (4) hours notice of any requirement for overtime work.
- 18.03 An employee is entitled to compensation for each completed fifteen (15) minute period of overtime worked.
- 18.04 Compensation for overtime worked will be at the rate of time-and-one-half (1 $\frac{1}{2}$ X) an Employee's normal rate of pay. Unless an Employee has requested to bank overtime, as per Article 18.05, the Employer will pay overtime compensation no later than four (4) weeks after receipt of the complete and accurate overtime claim.
- 18.05 Subject to operational requirements and approval by their supervisor, an Employee will have the option of banking overtime hours at a rate of time and one-half (1 $\frac{1}{2}$ X) to a maximum of eighty (80) hours. An employee may carry forward up to forty (40) hours of banked overtime from one year to the next provided the Employee notifies the Employer, in writing, prior to the end of the calendar year. At the end of the calendar year, any banked overtime hours in excess of the aforementioned forty (40) hours shall be paid out to the Employee at the Employee's rate of pay in effect at the time the overtime was worked.
- Notwithstanding the above, an Employee may request additional overtime carryover in circumstances where the Employee is unable to use their overtime within the calendar year in which it was earned due to operational requirements, illness, or accident. Such requests shall not be unreasonably denied.
- 18.06 When an Employee works three (3) or more hours of overtime immediately prior to, or after, the Employee's scheduled daily hours, the Employer will provide a meal or reimburse the cost of a meal up to thirteen dollars (\$13) and a one-half (1/2) hour paid meal break. An additional meal or meal reimbursement up to thirteen dollars (\$13) and a one-half (1/2) hour paid meal break will be allowed for each contiguous three (3) hour period of overtime worked.
- 18.07 Employees on part time and pro-rated appointments shall have the right to refuse work in excess of their normal working hours as defined in their appointment letters.

Article 19 - Standby

- 19.01 (a) The Employer will normally schedule Employees who are required to be on standby in shifts of eight (8) consecutive hours. In unusual circumstances, an Employee may be scheduled for other than eight (8) hour shifts. In such cases, the Employee shall be paid a prorated amount of the rate under Article 19.01(b) or (c).
- (b) Where the Employer requires an Employee to be on standby during assigned hours outside the Employee's normal working hours, an employee shall be compensated at the rate of one (1) hour's pay at straight-time for each eight (8) consecutive hour period that the employee has been required to be on standby. In no case shall the Employee be compensated less than one (1) hour's pay;
- (c) Where the Employer requires an Employee to be on standby during assigned hours on a designated paid holiday in accordance with Article 21.01, the employee shall be compensated at the rate of two (2) hour's pay at straight-time for each eight (8) consecutive hour period that the employee has been required to be on standby. In no case shall the employee be compensated less than two (2) hour's pay.
- 19.02 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible, if called. All employees on standby shall be provided with a portable means of contact at no cost to the employee; however, an employee who elects to use their own personal means of contact shall do so at their own cost. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of such assignments. No standby payment shall be granted if an employee is unable to report for duty when required.
- 19.03 An employee who is on standby, who is called and required to return to work and returns shall be paid, in addition to the standby pay, compensation in accordance with the provisions of Article 20 - {Call-back}.

Article 20 – Call-Back

- 20.01 A call-back will be to deal with situation(s) that require immediate attention. A call-back occurs when an Employee is called back to work by the Employer and reports to work on a designated holiday that is not the Employee's scheduled day of work, on the Employee's day of rest, or after leaving the workplace subsequent to a normal work day.
- 20.02 When an Employee is called back to work by the Employer and reports to work, the Employee shall be paid the greater of:
- (a) three (3) hours' pay at the rate of time and one-half for each call-back to a maximum of eight (8) hours pay at the straight-time rate in an eight (8) hour period; or,
- (b) for all time worked, at the applicable overtime rate.

20.03 Where an employee is called back to work by the Employer and is not required to return to the workplace to complete the work, they will be compensated for the time required to perform the work for a minimum of fifteen (15) minutes per situation at the applicable overtime rate.

Article 21 - Designated Paid Holidays

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a) New Year's Day
- b) Family Day
- c) Good Friday
- d) Easter Monday
- e) Victoria Day
- f) Canada Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day (except if it falls on a Saturday or Sunday)
- j) Christmas Eve Day
- k) Christmas Day
- l) Boxing Day
- m) New Brunswick Day
- n) New Year's Eve Day
- o) Any other day duly proclaimed as a New Brunswick or Canadian statutory holiday.

21.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 24 - Leave With or Without Pay for PSAC Business.

21.03 An employee absent, either without approval or not in accordance with the provisions of the Collective Agreement, immediately preceding or immediately following the designated holiday, will not be paid that holiday.

21.04 When a day designated as a holiday under clause 21.01 (except Remembrance Day 21.01 (h)) falls on a Saturday or Sunday a weekday shall be rescheduled as the paid holiday. The Union will be advised of the holiday schedule.

21.05 For an employee who works other than the normal Monday to Friday schedule, when a designated holiday coincides with their normal day of rest, that holiday shall be moved to the first scheduled working day following their day of rest.

21.06 An employee who works on a designated holiday under clause 21.01 shall be paid time and one-half (1.5x) for all hours worked up to the regular daily scheduled hours of work and double (2x) time thereafter. In addition the employee will be granted a day of leave in lieu of the holiday to be taken at a time mutually agreed upon between the employee and their supervisor.

21.07 An employee who works on a day that has been re-designated as the holiday will be paid at the normal hourly rate for all hours worked. In addition the employee will be granted a day of leave

in lieu of the holiday to be taken at a time mutually agreed upon between the employee and their supervisor.

- 21.08 Where a day that is a designated holiday under clause 21.01 coincides with a day of vacation leave, that day shall count as a holiday and not as a day of vacation leave.

Article 22 - Vacation

- 22.01 The vacation year is the calendar year, that is January 1st to December 31st inclusive.
- 22.02 Full-time and full-time term employees shall be entitled to vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service and Column B represents the number of days of vacation entitlement for each bi-weekly pay period or part thereof prorated worked in the interval of January 1st to December 31st.

<u>C O L U M N A</u>	<u>C O L U M N B</u>
Accumulated Service In Years	Days of Vacation per Bi-Weekly Period Worked
0.00 to 7.99	.58 (15 days per year)
8.00 to 18.99	.77 (20 days per year)
19.00 or more	.96 (25 days per year)

- 22.03 Part-time, part-time term, and renewable term Employees shall be entitled to the above-noted leave credits except that such credits shall be pro-rated based on the fraction of time worked.
- 22.04 For the purposes of earning vacation credits, any absences from work with pay, with the exceptions of maternity and parental/adoption leaves, shall be deemed to be time worked.
- 22.05 Vacation entitlement shall be rounded off to the nearest half number, for example, 8.24 becomes 8 days and 8.25 becomes 8.5 days.
- 22.06 An Employee's anticipated annual vacation leave entitlement will normally be advanced at the beginning of the vacation year. Should an Employee's circumstances change during the vacation year such that an Employee's vacation leave entitlement is reduced and a negative balance of vacation credits results, the Employer will deduct an amount equal to such vacation credits from the Employee's vacation leave entitlement for the following year, unless the employee ceases to be employed with the Employer, in which case the Employer will deduct any amounts owing in accordance with Article 22.12.
- 22.07 For the purposes of this Article, accumulated service begins from the first day of employment and shall be the cumulative amount of regular time which the employee has worked for the Employer, in accordance with Article 14 – Seniority.
- 22.08 Vacation must be approved in advance. The employee shall submit their vacation request in accordance with the procedure set out by the Employer.

- 22.09 (a) Vacation approvals shall be subject to the operational requirements of the department and Article 22.10 and shall take into consideration his or her seniority.
- (b) Vacation requests other than those under 22.10 shall be processed in the order in which they are received.
- (c) The Employer shall give the employee as much notice in writing as is reasonable of approval or disapproval of a request for vacation leave.
- (d) When an employee is denied vacation, the Employer shall provide the written reasons for the denial.
- 22.10 Employees may be required to submit vacation leave requests at least two (2) months in advance for vacation during the following peak periods: March break, July, August, and from December 15th to January 7th. Operational requirements and seniority will be the deciding factors in the allocation of vacation during peak periods. Any requests received after the deadline for peak periods will be considered after the initial requests have been processed.
- 22.11 Employees are expected to take their vacation leave during the vacation year in which it is earned. An employee may carry forward up to ten (10) days of vacation entitlement from one vacation year to the next provided the Employee notifies the Employer, in writing, prior to the end of the vacation year. Any unused vacation credits in excess of the aforementioned ten (10) days will be either, at the discretion of the Employer, paid in cash at the end of the calendar year or be scheduled by the Employer, after consulting with the Employee, for use in the next vacation year.
- Notwithstanding the above, an Employee may request additional vacation carryover in circumstances where the employee is unable to take their vacation within the vacation year due to operational requirements or unable to take due to illness or accident. Such requests shall not be unreasonably denied.
- 22.12 Except by mutual agreement of the Employee and the Employer, the Employer will not recall an Employee to duty after the Employee has proceeded on their vacation leave with pay. The agreement between the Employer and the Employee may include costs associated with cancelling the vacation.
- 22.13 When the Employer cancels a vacation leave with pay, after it has been approved in writing, the Employer shall reimburse the non-refundable portion of vacation contracts and reservations already made by the Employee in respect of that period.
- 22.14 When an employee dies or otherwise ceases to be employed (including termination while on probation), the employee, or the Estate, shall be compensated for vacation entitlements earned in the current year but not taken. If the vacation time taken by the employee was in excess of entitlement, the employee will reimburse the Employer accordingly. If the Employer has not been reimbursed, the Employer will be entitled to deduct amounts owing from any final payments being made to the Employee or the Estate.

- 22.15 Where an employee qualifies for sick leave (by providing a medical certificate) or qualifies for bereavement leave during the period of vacation, there shall be no deduction from vacation credits for such absences.
- 22.16 An employee who received, prior to the date of certification, an appointment letter which stipulates vacation leave entitlement(s) greater than the above noted, shall retain such entitlements until the above-noted vacation entitlement becomes greater.

Article 23 – Sick Leave

- 23.01 The paid sick leave allotment for probationary Employees is one (1) day per month, and unused days accumulate until the successful completion of the probationary period. Medical certificates will not normally be requested from a probationary Employee for an absence of two (2) consecutive days or less.
- 23.02 Except as provided in Clause 23.08, upon completion of their probationary period, an Employee shall be considered to be vested with 6 months sick leave at their regular rate of pay.
- 23.03 The Employer reserves the right to request a medical certificate containing sufficient medical information to determine if paid sick leave is warranted in cases where the Employee is absent due to illness or injury. A request for such a medical certificate shall be made in writing by a representative of Human Resources and Organizational Development, with a copy of the accompanying letter to the Employee's Supervisor and the Union. Medical information will not normally be requested for an absence of three (3) consecutive days or less.
- 23.04 If a medical certificate is required in accordance with Clause 23.01 or 23.03, the cost to obtain such certificates will be paid or reimbursed by the Employer.
- 23.05 The Employer reserves the right to request a second medical opinion and shall pay for any reasonable expenses incurred by the Employee in securing such additional medical evidence. Requested medical information shall be sent directly to a designated Human Resources & Organizational Development representative.
- 23.06 The Employer recognizes the need for confidentiality of health and medical information of Employees. The Employer will not permit any access to such information except on a strict "need to know" basis and then only by those individuals whose specific responsibilities make such access necessary.
- Those individuals having such access will ensure its confidentiality.
- 23.07 An Employee shall be responsible to notify their department at or before the beginning of their shift or work day of any illness which will prevent them from performing their work. The Employee will be responsible for keeping their supervisor informed as to the status of their health during the period of absence and the expected date of return to work.
- 23.08 Where an Employee is entitled to receive compensation under the Workers' Compensation Act, the Employee will not be eligible for Sick Leave.

- 23.09 Abuse of the sick leave provisions may result in disciplinary action.
- 23.10 Where an Employee is unable to schedule necessary medical and dental appointments on their own time, leave with pay will be granted for such appointments. It is understood that, where possible, the Employee will arrange such appointments at a time which is least disruptive to the Employee's work unit.

Article 24 – Leave With or Without Pay for Union/PSAC Business

- 24.01 The Employer will grant leave with pay to an employee who is a party to, or called as a witness by an Arbitration Board or the NB Labour and Employment Board.
- 24.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the PSAC.
- 24.03 (a) Subject to operational requirements, commencing six (6) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Employer will grant leave with pay to a maximum of four (4) employees to an accumulated maximum of three hundred and seventy-five (375) hours during regular working hours for purposes of attending contract negotiation meetings, including preparatory meetings, on behalf of the Union.
- (b) Any leave in excess of three hundred and seventy-five (375) hours under this Article will be considered as leave without pay for members of the negotiating team.
- 24.04 Subject to operational requirements, the Employer will grant leave without pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the PSAC, conventions of the Canadian Labour Congress, meetings of the United Campus Labour Council, and conventions of the New Brunswick Federation of Labour.
- 24.05 Subject to operational requirements, the Employer will grant to a reasonable number of employees who exercise the authority of a representative on behalf of the PSAC, leave without pay to undertake training related to their duties as a representative.
- 24.06 All requests for leave for PSAC or Union Business will be made in advance and in writing to the employee's supervisor. Such requests shall not be unreasonably denied.
- 24.07 (a) An employee who has been elected to a full time office of the PSAC may request leave without pay for a period of up to one (1) year.
- (b) An employee who has been appointed to a full time office of the PSAC may request leave without pay for a period of up to one (1) year.
- (c) Requests under (a) or (b) will be made in writing to Human Resources and Organizational Development and will be subject to operational requirements. Such requests shall not be unreasonably denied.

- (d) During periods of leave under (a) or (b) the employee may retain their group benefit plan coverage; costs associated with such coverage will be paid fully by the employee. No more than one member of the bargaining unit can be given this leave at the same time.

24.08 Except for leave pursuant to article 24.09, the Employer will maintain salary and benefits for employees on leave without pay pursuant to this article and the Union agrees to promptly reimburse the Employer for the full cost of salary and benefits.

Article 25 – Other Leaves With or Without Pay

25.01 General Provisions

- (a) Requests for leave with or without pay shall be submitted in writing to the appropriate Dean or Director with a copy to the employee’s supervisor. The Dean or Director shall consult with the employee’s supervisor and Human Resources and Organizational Development.
- (b) The Employer will make every reasonable effort to respond in writing as quickly as possible after consultation with the employee’s supervisor.
- (c) If the request for leave is denied, the written response will include the reasons for the denial and a copy shall be provided to the Union Local.
- (d) Unless otherwise specified in this collective agreement, leave without pay for more than twelve (12) months will not normally be approved.
- (e)
 - i) Unless otherwise specified in this collective agreement, any employee returning from a leave without pay shall resume their regular position which the Employee occupied at the time the leave commenced and shall receive the same rate of pay associated with their regular position as of the commencement of the leave including all negotiated economic adjustments applied during the leave. If the position has been eliminated during the period of the leave, Article 30, Layoff, Recall, and, Severance shall apply.
 - ii) Notwithstanding 25.01(e)(i), where an Employee’s return to their former position or an equivalent one is protected by legislation following completion of a leave, the legislation shall apply.
- (f) During a leave without pay, an employee may retain insured benefits but they shall be paid fully by the employee. Arrangements for prepayment shall be made with HROD. Pension entitlement for the period of the leave without pay shall be in accordance with the terms of the *New Brunswick Public Service Pension Plan (NBPSPP)*.
- (g) Unless otherwise specified, employees on a leave without pay shall not accrue service for seniority purposes.

25.02 Political Leave

- (a) The Employer recognizes the right of every employee to enter political life if so desired.
- (b) Upon application, an Employee seeking election at the municipal, provincial, or federal level of government shall be placed on leave without pay for the duration of the campaign period. Upon application, such Employee may request leave without pay while seeking the nomination and, or, for a period following the campaign period and such requests will not be unreasonably denied.
- (c) The employee may opt to take part, or all, of the employee's accrued annual vacation and, or, accumulated overtime (as compensatory leave) during the above-noted leave period.
- (d) If the employee is elected to the New Brunswick Legislature or the Parliament of Canada, their leave without pay will be extended for the duration of the Employee's first term in office.
- (e) If an employee is unsuccessful in being elected, the Employee is entitled to return to work either two (2) weeks after the election or at a mutually agreed upon date.
- (f) If an employee is successful in being elected, the Employee is entitled to return to work either two (2) weeks after the end of the term or at a mutually agreed upon date.

25.03 Bereavement Leave with Pay

- (a) In the event of a death in the immediate family, an employee shall be entitled to leave with pay for a period of up to five (5) consecutive working days. Immediate family is defined as father, mother, childhood guardian, step-father, step-mother, brother, sister, spouse, fiancé(e), child, grandparent, grandchild, step-child, or anyone for whom the employee is a legal guardian.
- (b) In the event of the death of a mother or father of the spouse, or a fiancé(e)'s child, the brother or sister of the spouse, or daughter-in-law or son-in-law, the employee shall be entitled to three (3) consecutive working days with pay.
- (c) In the event of the death of an aunt, uncle, nephew, niece, or a relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to one (1) working day with pay.
- (d) In addition to the above, an Employee may be granted up to two (2) days with pay for travel and shall be paid for those travel day(s) if those days are not regularly scheduled days of rest.
- (e) An employee shall receive one-half (1/2) day leave with pay to serve as a pallbearer at a funeral. Upon application, the Employer will consider granting reasonable travel time to a maximum of one-half (1/2) day. This leave, including travel time to be a pallbearer, will

not be in addition to the Bereavement Leave granted under this Article in relation to the same bereavement.

- (f) It is recognized by the Parties that bereavement leave may be appropriate in circumstances where cultural traditions have created important family relationships not described in this Article. The Employer may, in its sole discretion and after considering the particular circumstances involved, grant reasonable leave with or without pay. Such requests shall be submitted to Human Resources and Organizational Development.
- (g) In cases where extraordinary circumstances prevail, the Employer may, in its sole discretion, also grant reasonable leave with or without pay for bereavement in addition to the above.

25.04 Court Leave

- (a) The Employer shall grant a leave with pay to an employee who is required:
 - i) to attend jury selection;
 - ii) to serve as a juror;
 - iii) to attend as a witness in a court of justice or before any legal or statutory body in Canada with power to compel the attendance of witnesses before it; or
 - iv) to attend as a witness in a foreign court where a Canadian court of competent jurisdiction has ordered such attendance.
- (b) Any jury or witness fee received by the Employee for such service shall be paid to the Employer. The Employee shall provide proof of service and the amount of the fee received. Any reimbursement of expenses shall be retained by the Employee.
- (c) An employee who is required to appear as a witness, as provided under 25.04 a) iii) above, on a day which is not a regular day of work, for a work-related matter, shall be paid for such time in accordance with Article 17 – Overtime.
- (d) The employee will give the supervisor as much notice as possible for court leave.
- (e) Employees no longer required for service under Clause 25.04 shall be required to return to work as soon as possible unless otherwise authorized by their supervisor.

25.05 Leave for Court Appearance

- (a) In the event that an employee is accused of an offence which requires a court appearance, the employee shall be entitled to and granted leave of absence without pay.
- (b) In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave of absence without pay.
- (c) The employee shall have the option of taking annual vacation leave which the employee has accumulated up to the date of the leave without pay.

25.06 Leave for Family Medical/Dental Appointments

- (a) An Employee is expected to make reasonable efforts to schedule family medical and dental appointments to minimize their absence from work and minimize disruption to their work unit. An Employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.
- (b) Where an Employee is unable to schedule necessary family medical and dental appointments on their own time, leave with pay to a maximum of eight (8) hours per calendar year may be granted for such appointments. It is understood that, where possible, the Employee will arrange such appointments at a time which is least disruptive to the Employee's work unit.

25.07 Emergency Leave

Where an employee is prevented from reporting for work due to circumstances beyond the employee's control including urgent personal or family situations, emergency leave with pay for one (1) day up to a maximum of two (2) days per year may be granted by the Employee's supervisor in consultation with Human Resources and Organizational Development. Approval of such leave will not be unreasonably withheld.

25.08 Religious Observance Leave

The Employer recognizes that the make-up of its workforce includes employees of various religious beliefs. Subject to operational requirements, the Employer undertakes to make every reasonable effort to facilitate arrangements that would allow an employee a leave without pay for spiritual or holy days up to a maximum of five (5) days per calendar year. The employee shall give four (4) weeks written notice of any request under this Clause.

25.09 Graduation, Convocation, or Encaenia Leave

In the event that an employee or an immediate family member of an employee is the recipient of a degree, diploma, or certificate at a convocation, encaenia, or graduation ceremony at the University of New Brunswick, St. Thomas University or New Brunswick Community College, the Employee shall be granted one (1) day of leave with pay to attend the event.

25.10 Military Reservist Leave

In accordance with Article 25, an Employee who has been employed for a period of six (6) months or more shall be granted a leave without pay up to a maximum of eighteen (18) months upon providing a certificate from an official with the Reserves stating that the employee is a reservist and the expected start and end dates for the period of service. Such a request shall be submitted in writing to the employee's immediate supervisor and HROD at the employee's earliest opportunity. Employees on such leave will continue to accrue seniority.

25.11 **Compassionate Care Leave**

- (a) In accordance with the criteria specified in the *New Brunswick Employment Standards Act* the Employer shall, upon the request of an employee, grant the employee leave without pay of up to twenty-eight (28) weeks to provide care or support to a person in a “close family relationship” who has a serious medical condition with a significant risk of death within the next twenty-eight (28) weeks.
- (b) In accordance with the *New Brunswick Employment Standards Act* and for the purposes of this article, “close family relationship” means the relationship between persons who are married to one another, between parents and their children, between siblings and between grandparents and their grandchildren, and includes a relationship between persons who, though not married to one another and whether or not a blood relationship exists, demonstrate an intention to extend to one another the mutual affection and support normally associated with those relationships first mentioned.
- (c) An employee should advise the Employer as soon as possible of any intention to take a leave of absence under this article.
- (d) When requesting compassionate care leave without pay, the employee must provide a certificate from a qualified medical practitioner stating that the person with whom the employee has a close family relationship has a serious medical condition with a significant risk of death within the next twenty-eight (28) weeks.
- (e) Employees on compassionate care leave without pay shall continue to accrue service for seniority purposes and such leave shall not constitute a break in service.
- (f) An Employee may be eligible for Employment Insurance (EI) benefits during a compassionate care leave and should contact Service Canada for further information.

25.12 **Critically Ill Child and Critically Ill Adult Leaves**

Employees may, if eligible, take the various unpaid leaves provided for under the *New Brunswick Employment Standards Act* for taking care of critically ill children and adults according to the terms and conditions specified in that *Act*.

For reference, the current unpaid leaves provided in that *Act* are:

- (a) Up to thirty-seven (37) weeks to provide care and support to a critically ill family member under 18 years old;
- (b) Up to sixteen (16) weeks to provide care and support to a critically ill family member 18 years or older.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions shall be per the *Act* and Regulations.

25.13 **Domestic Violence, Intimate Partner Violence, or Sexual Violence Leave**

Employees may, if eligible, take leave of absence if they or their child are victims of domestic, sexual or intimate partner violence according to the terms and conditions specified in New Brunswick *Employment Standards Act* and Regulations.

For reference, the leaves provided in the *Act* and Regulations for domestic violence, intimate partner violence or sexual violence for each calendar year are not to exceed the total of the following:

- (a) Up to ten (10) days which the Employee may take intermittently or in one (1) continuous period; and
- (b) Up to sixteen (16) weeks in one continuous period.

The first five (5) days of this leave may be paid according to the terms and conditions of the *Act and Regulations*.

The above is intended to be a summary only for ease of reference of the Employee. Specific terms and conditions shall be per the *Act and Regulations*.

25.14 **Injured at Work**

The absence of an Employee who is entitled to benefits under the *Workers Compensation Act* for an injury at work or an occupational disease arising out of and in the course of the employee's employment shall not be applied against the Employee's sick leave or vacation. The Employee shall suffer no loss in seniority.

25.15 **General Leave With or Without Pay**

- (a) Employees may be granted a general leave without pay for purposes not otherwise specified in the Collective Agreement. Such requests shall not be unreasonably denied.
- (b) Employees may be granted a general leave of absence with pay at the sole discretion of the Employer for purposes not otherwise specified in the Collective Agreement.

25.16 **Maternity Leave**

- (a) An Employee shall be eligible for maternity and/or child care leave in accordance with the New Brunswick *Employment Standards Act*.
- (b) Upon written request on the appropriate form by a pregnant employee, the Employer shall grant maternity leave consistent with timing and duration with the *Employment Standards Act* of New Brunswick. The application is to be made no later than two (2) weeks prior to the date that they intend to begin their leave and will advise the Supervisor in writing of the expected date of delivery, and of the intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible. A medical certificate specifying the expected date of delivery is to be attached to the application.

25.17 Child Care (including Adoption) Leave

- (a) Child care leave, separate from maternity leave, shall be granted to an Employee who is:
 - i) the biological parent of a newborn or unborn child; or
 - ii) adopting or has adopted a child.

The Employer shall grant child care leave consistent in timing and duration with the *Employment Standards Act* of New Brunswick. Subject to the Act, such leave may be taken wholly by one, or shared by two, employed parent(s). Where an Employee takes child care leave in addition to maternity leave, the Employee must commence the child care leave immediately on the expiry of maternity leave unless the Employer and the Employee agree otherwise. Child care Leave must be taken in one consecutive time period and may not be split up.

- (b) The Employee will advise the University in writing of the expected date of delivery/adoption and of his/her intention to take child care leave including the anticipated commencement date and duration of such leave as early as possible. It is recognized that there may be very little notice provided by an adoption agency; however, it is expected that the Employee will provide as much notice to the Department as is possible as to the length of the child care leave and the date that the leave will begin.

25.18 Maternity/Adoption/Child Care - General

- i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/child care leave without pay. If this is not possible, the employee will be placed in an equivalent level of position.
- ii) Employees while on maternity/adoption/child care leave without pay shall continue to accumulate service for seniority purposes and such leave shall not constitute a break in service.
- iii) Eligibility for group benefits and pension while on Maternity, Child care or Adoption Leave will be in accordance with the terms of such plans.
- iv) **Supplementary Unemployment Benefits**

A continuing Employee or a Full-time Term Employee who is or will be employed for three (3) or more years without a break in service, and who has successfully completed the initial probationary period with the University of New Brunswick may be eligible for a Supplementary Unemployment Benefit (S.U.B.) as per the terms of this Article. This plan allows the Employer to make up the difference between E.I. benefits and 95% of the Employee's regular weekly earnings. The Employee must provide proof that they are in receipt of Employment Insurance Benefits. The application for S.U.B. will be made through Human Resources.

v) **Maternity Leave Allowance**

Under the provisions of the S.U.B. plan, a continuing Employee or a Full-time Term Employee who is or will be employed for three (3) or more years without a break in service, and, who is the biological mother, will have the Employee's salary maintained at 95% of their regular weekly earnings for a maximum of 17 weeks of maternity leave. This plan allows the Employer to make up the difference between the E.I. maternity leave benefits and 95% of the Employee's regular weekly earnings. Contributions to the benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary. Under the provisions of the S.U.B. plan, the Employee's salary will be maintained at ninety-five percent (95%) of their regular weekly earnings for a maximum of 17 weeks of maternity leave. In any week for which S.U.B. is payable, the total amount of S.U.B., unemployment insurance gross benefits, and any other earnings received by the Employee will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings. The Employee will be asked to submit their benefit stub to verify their receipt of E.I. benefits and other earnings.

For a Term Employee who qualifies for the maternity leave top up and whose Term of employment is scheduled to end during the period of maternity leave, the top-up benefit will only be paid until the scheduled end of the Term or for seventeen (17) weeks, whichever comes first.

vi) **Child Care Leave Allowance**

Under the provisions of the S.U.B. plan, a continuing Employee or a Full-time Term Employee who is or will be employed for three (3) or more years without a break in service, and

- (a) who is the biological parent of a newborn or unborn child, or
- (b) who is adopting or has adopted a child,

will have the Employee's salary maintained at 95% of their regular weekly earnings for a maximum of 37 weeks of child care leave. This plan allows the Employer to make up the difference between the E.I. parental leave benefits and 95% of the Employee's regular weekly earnings. Contributions to the benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary. In any week for which S.U.B. is payable, the total amount of S.U.B., unemployment insurance gross benefits, and any other earnings received by the Employee will not exceed ninety-five percent (95%) of the Employee's normal weekly earnings. The Employee will be asked to submit their benefit stub to verify their receipt of E.I. benefits and other earnings.

For a Term Employee who qualifies for the child care leave top up and whose Term of employment is scheduled to end during the period of child care leave, the top-up benefit will only be paid until the scheduled end of the Term or for thirty-seven (37) weeks, whichever comes first.

vii) **Extended Child Care Leave Allowance**

The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the employee without regard to any election by the employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act. In no event will the top-up payment exceed the difference between 95% of the employee's actual weekly rate of pay in effect on the last day worked prior to commencement of the leave and the sum of the employee's EI benefit calculated without regard to any election by the Employee to receive a lower EI benefit spread over a longer period of time as may be permitted under the Employment Insurance Act.

25.19 **Birth/Adoption Leave**

Upon the occasion of the birth or adoption of an employee's child, the employee who is not otherwise on a leave may be granted one (1) day leave with pay.

Article 26 - Education and Career Development Leave

26.01 The Employer recognizes the usefulness and the value of education and career development to improve the knowledge and capabilities of employees.

26.02 **Education Leave**

- (a) Upon written application by the employee and with approval of the Employer, an employee may be granted Education Leave without pay for varying periods of up to one (1) year to attend a recognized post-secondary institution to complete studies which directly complement the employee's current or future job responsibilities.
- (b) Employees are considered eligible if:
 - i. for an initial application, they have completed a minimum of three (3) years of continuous service; and,
 - ii. for a second or subsequent application, they have completed three (3) years of continuous service since the last period of Education Leave.
- (c) All applications for Education Leave shall outline the program of study and its benefits to the employee and the Employer, and should be submitted in writing normally four (4) months prior to the commencement of the leave. Applications are subject to the recommendation of the employee's supervisor and the approval of the Associate Vice-President of Human Resources. The Associate Vice-President of Human Resources shall respond within one (1) month in writing to the employee indicating whether the application is approved or denied. If denied the employee shall also be informed in writing of the reason(s).
- (d) Employees on an Education Leave without pay may continue benefit coverage in accordance with the eligibility rules of each benefit.

26.03 Career Development Leave

- (a) Career development refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the Employer in achieving its goals. Such career development activities may include but are not limited to seminars, courses, or conferences offered by the Employer, other academic institutions, or professional associations.
- (b) Employees seeking Career Development Leave with pay must apply to their supervisors for approval. If the request is denied, the employee may request a written response outlining the reason(s) for the denial.
- (c) The employee shall receive no compensation under the Overtime provisions of the Collective Agreement during time spent on Career Development Leave provided for in this clause.
- (d) Employees on Career Development Leave shall be reimbursed for expenses in accordance with Article 42- Travel.

Article 27 - Job Evaluation and Classification

- 27.01 The Employer will use the Hay job evaluation system to classify positions within the Bargaining Unit.
- 27.02 All new bargaining unit positions shall be evaluated by the Employer using its job evaluation methodology. Upon request by the incumbent Employee and in accordance with Article 28, existing positions that have been modified shall also be evaluated by the Employer using its job evaluation methodology. The Employer will notify the Employee and the Union of the results of this evaluation including factor ratings and rationale, and the resulting salary range.
- 27.03 The parties agree that a Joint Job Evaluation Appeal Committee will be formed consisting of two (2) employees appointed by the Union and two (2) employees appointed by the Employer. Each party shall also appoint an alternate member. Members will attend meetings with no loss of pay or seniority. The Employer will provide Hay methodology training to Joint Job Evaluation Appeal Committee members.
- 27.04 An Employee in conjunction with the Union may appeal the results of a job evaluation review by submitting the required form to Human Resources and Organizational Development within two (2) months of receipt of the results. The appeal will be heard by the Joint Job Evaluation Appeal Committee according to their procedures. The decision of the Joint Job Evaluation Appeal Committee shall be final and binding and is not subject to the grievance and arbitration procedure. A change in the result will require a majority of the four (4) members of the committee and their decision shall be final. There shall be no subsequent appeal accepted from the Employee for the same position until one year has elapsed and only if there have been significant changes to the position.

- 27.05 An increase in an employee's salary range will be effective the date that the final approved job description was received in Human Resources and Organizational Development.
- 27.06 An employee whose position evaluation is decreased in accordance with Article 45.05 will be Red Circled effective the day that the final approved job description was received in Human Resources and Organizational Development.

Article 28 - Position Description

- 28.01 Employees will normally receive a copy of their position description with their letter of appointment, and as amended.
- 28.02 Upon request, an employee shall be provided with a copy of their position description, and as amended.
- 28.03 (a) A position description will normally contain a statement of the duties and responsibilities, required education, knowledge, mandatory certifications/licences/professional designations, qualifications, experience, skills, abilities and any special language requirements.
- (b) If a position description is not accurate, current and, or if there have been substantive changes, an employee or their supervisor may submit a written request for a review of the position. The employee shall submit such a request to the supervisor.
- (c) The Employer shall conduct the position review in accordance with the provisions of Article 27 – Job Evaluation and Classification.
- 28.04 Copies of all position descriptions, and as amended, will be maintained in the office of Human Resources and Organizational Development. Upon request the Union local will be granted access to such position descriptions. A copy will be provided if requested.

Article 29A - Employee Performance Review

- 29A.01 (a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.
- (b) The Employer's representative (s) who conducts a formal assessment of an employee's performance must have observed the employee's performance for at least one-half (1/2) of the assessment period. In those cases when such an assessment period is not possible, the Employer, the Union Local and the Employee(s) shall develop a mutually acceptable alternative assessment period and process.

29A.02 Prior to an employee performance review, and as amended, the employee shall be given:

- (i) the evaluation form which will be used for the review; and
- (ii) any written document (e.g. Performance Review Handbook and Guidance Sheets) which provides instructions to the person being reviewed or conducting the review.

29A.03 An employee has the right to make written comments to be attached to the performance review form.

29A.04 A copy of the employee's completed performance review, including the employee's comments attached, shall be placed in the employee's personnel file.

Article 29B - Employee Personnel File

29B.01 Upon written request of an employee, and where practicable, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of documents in their personnel file.

29B.02 The Employer shall maintain only one (1) official personnel file for each employee in the office of Human Resources and Organizational Development.

29B.03 With the written permission of the employee a Union official will be granted access to the employee's personnel file, and copies of requested documents in the file shall be provided.

29B.04 Any written notice of discipline placed in an Employee's Personnel File shall be copied to the Employee in accordance with Article 12 – Discipline.

Article 30 - Lay-off, Recall, and Severance

30.01 A lay-off shall be defined as a reduction in the workforce when a position is discontinued or a reduction of hours that results in a change in employment status from continuing full-time to continuing part-time. An Employee affected by lay-off shall be referred to as the designated Employee in this Article.

30.02 In the event of a lay-off, the Employer shall provide the designated Employee and the Union with a minimum of two (2) months' notice in writing if it intends to discontinue a position or change the Employee's employment status. The written notice shall provide reasons for the lay-off. The two (2) months' notice period pursuant to this Article shall only apply to the initial designated employee and not to Employees displaced by a designated Employee.

30.03 The Employer agrees to lay off Employees in the reverse order of seniority with a similar job description with the same point rating in the same faculty, department, or unit, and on the same

campus, providing the Employees remaining possess the necessary qualifications, skills, and abilities to do the work available.

- 30.04 Upon receipt of the notice of position discontinuance or change in employment status referred to in Article 30.02, the designated Employee is to meet with a representative of the Department of Human Resources & Organizational Development who will review the designated Employee's options in the following order of precedence:
- (a) transfer to a vacant position as per Article 30.05. If that is not available, then;
 - (b) displace another employee as per Article 30.06. If that is not available, then;
 - (c) accept a lay-off as per Article 30.09; or
 - (d) notwithstanding article 35.04, if the employee is eligible for retirement, the Employee may retire in accordance with Article 35 – Pension and Retirement; or
 - (e) accept severance as per Article 30.14 and revoke their right to recall.
- 30.05 The designated Employee will be given preference for any vacant position within the Bargaining Unit at the same or lower job level for which they are qualified. Job level refers to the number of points allocated to a position using the Employer's job evaluation methodology. If the designated Employee is offered a vacant position but does not accept it, they shall select one option from among 30.04 c), d), or e), but shall not have the option of displacing another Employee. If the designated Employee accepts the vacant position, they shall complete a trial period of six (6) months. If the designated Employee is unable to satisfactorily perform the job at the end of the trial period, they shall select one option from among 30.04 c), d), or e).
- 30.06 The designated Employee may displace the Employee with the least seniority at the same job level, performing the same type of work, on the same campus, and for which the designated Employee is qualified. If that is not possible, then the designated Employee may displace an employee with the least seniority at a lower job level, performing the same type of work, on the same campus, and for which the designated employee is qualified. This option, if available, will be identified by HROD and reviewed with the designated Employee. If an Employee is displaced under this Article, the displaced Employee becomes a designated Employee under Article 30.04 and shall then receive three (3) weeks' notice of their lay-off as per Article 30.09. If displacement is not an option or if the Employee chooses not to use that option, then the Employee shall select one option from among 30.04 c), d), or e).
- 30.07 A six (6) month trial period will be implemented in the case of a designated Employee transferring to a vacant position or displacing another employee. Failure to accept a position offered or should the trial period be unsuccessful, will result in lay-off notice being given.
- 30.08 In exercising options under the terms of this Article, a full-time Employee may displace a full-time or part-time employee. A part-time employee may only displace another part-time employee.
- 30.09 The Employer shall notify Employees who are to be laid off three (3) weeks before the lay-off is to be effective. If the Employer does not require an Employee to work during the three (3) week notice period, they will be paid for the three (3) week notice period.
- 30.10 A laid-off Employee shall be on lay-off and maintain their lay-off status for a period of twelve (12) months.

- 30.11 Should a position for which a laid off employee is qualified become available, the laid-off Employee shall be recalled to fill that position. Should a position for which more than one laid-off Employee is qualified become available, the Employee with the most seniority shall be recalled to fill that position.
- 30.12 Employees who are laid off under the provisions of this Agreement shall be eligible to continue the Group Health Insurance Plan, Group Dental Plan and the Group Life Insurance Plan until the recall period has elapsed. The Employer shall pay one hundred percent (100%) of the total premiums of these plans during the recall period.
- 30.13 The provisions contained within this Article do not apply to Full-time Term or Part-time Term Employees. Full-time Term and Part-time Term Employees will receive three (3) weeks' notice or pay in lieu if their position is discontinued before the specified end date of the term.
- 30.14 An Employee may accept severance pay and revoke their right to recall, severing their relationship with the Employer. An Employee who elects to accept severance pay shall receive an amount equal to five (5) days' pay for each full year of service, to a maximum of one hundred and twenty-five (125) days' pay.

Article 31 - Job Security

- 31.01 Except as expressly authorized by the Bargaining Agent, the Employer shall not bargain with or enter into any agreement with any Employee or group of Employees, concerning terms and conditions of employment or any matter which may conflict with the terms of this Collective Agreement.
- 31.02 It is understood that the Employer may hire UNB students to perform bargaining unit work as part of a Co-op program or on a temporary basis during the summer months. The Employer agrees that the hiring of students shall not adversely affect the status of employment or working conditions of Employees. For clarity, there shall be no reduction in staffing as a result of the hiring of students.

Article 32 - Health and Safety

- 32.01 The Employer acknowledges its responsibility to provide a safe and healthy workplace, including office ergonomics, and to protect the health, safety and security of employees as they carry out their duties and obligations.
- 32.02 The Employer and employees shall comply with all provisions of the *New Brunswick Occupational Health and Safety Act and Regulations*, the provisions of this Collective Agreement, as well as with all Employer policies related to health and safety.
- 32.03 The Employer shall take every reasonable precaution to ensure the occupational health and safety of Employees.

- 32.04 (a) The Employer and the Union agree that the health and safety of Employees is an important mutual concern. The Parties shall co-operate in developing and promoting rules and practices through the Joint Health and Safety Committee(s) to maintain a safe and healthy workplace, and in encouraging Employees to act in a safe manner.
- (b) The Employer and the Union share the common intention and desire to ensure that all employees are made aware of their rights and obligations respecting health and safety of the workplace, including those outlined in this Collective Agreement.
- 32.05 Employees are also responsible for taking the necessary measures to ensure their health, safety and physical well-being and must inform their supervisor if a protective device or apparatus is missing or defective or when any situation occurs which might endanger the employee, another employee or any other person.
- 32.06 Any right or benefit not stipulated in this Article and required by legislation or regulation applicable to the Parties in connection with health, and safety or the environment of the workplace is deemed to be an integral part of this Article.

32.07 Right to Know

Employees have a right to know about any hazards and risks in their working environment. The person designated by the Faculty or Department, or the employee's employment supervisor, shall be responsible for ensuring that employees are:

- (a) advised of the existence of hazards and risks which the Employer is aware, or ought reasonably to be aware, are associated with the employee's duties. Such hazards and risks may include chemical, biological, radiological and physical agents, and noise;
- (b) informed of any relevant procedures or policies established by the Employer, in accordance with this Article, including those associated with the safe handling of materials or equipment;
- (c) advised of the right to refuse as referred to in 32.08; and
- (d) aware of the requirement to use any protective devices, clothing and, or, equipment as provided by the Employer.

32.08 Right to Refuse

- (a) An Employee may refuse to do any act where that Employee has reasonable grounds for believing that the act is likely to endanger the Employee's health or safety or the health or safety of another person.
- (b) An Employee who becomes pregnant, believes they are pregnant and, or, who is lactating (breastfeeding/nursing), may request precautionary measures, including a modified work program, to protect the Employee, the fetus, and/or the child. An appropriate modified work program will be implemented for the duration of the pregnancy and/or the period

of lactation, with no loss of pay or benefits or seniority during the period of modified work.

- 32.09 Where there is a reasonable risk of exposure to an infectious agent from within the workplace, such as within a laboratory or clinic or fieldwork site where the employee may be performing work, the Employer agrees that the cost of any required vaccination or prophylactic shall not be borne by the employee.
- 32.10 The Union shall be entitled to appoint an Employee representative and an alternate to the Joint Health and Safety Committee on each campus.
- 32.11 The Joint Health and Safety Committees shall operate in accordance with applicable legislation and regulations.

Article 33 - Technological Change

- 33.01 The Parties define Technological Change as being a change in the Employer's operation, which could include a change in work processes, directly related to the introduction of equipment or material of a different nature or kind than that previously utilized by the Employer where such change will result in changes to the employment status or significant changes in working conditions of employees.
- 33.02 The Employer will give the Union written notice of at least sixty (60) days prior to the introduction of Technological Change, except where this is not possible due to unforeseen or emergency circumstances, in which case the Union will be given as much notice as possible including the reasons for the shorter notice.
- 33.03 (a) The notice will provide information regarding: the nature of the Technological Change; its likely changes to employment status or likely significant changes in working conditions of Employees; the rationale for the change; the Employees who will be affected; and, the expected date of implementation of the change.

(b) Upon request by the PSAC for additional information relating to a Technological Change, the Employer shall make every reasonable effort to provide the information requested.
- 33.04 During the notice period, the Parties shall hold meaningful consultations on the implications arising from technological change. Where such consultations involve technological change which is likely to affect the income and/or security of employment, the Parties agree to make every reasonable effort to avoid or minimize adverse effects on Employees.
- 33.05 When the Employer introduces Technological Change that results in a significant change to the core functions of an employee's job, the Employer will provide the necessary retraining or upgrading, at the Employer's expense, in the operation of such equipment or material. All hours spent in training shall be considered hours worked.

Article 34 - Standard Operating Procedure

- 34.01 Standard operating procedures shall not contravene applicable legislation or regulations, or the Collective Agreement, and an allegation of such contravention is subject to Article 13 – Grievance and Arbitration.

Article 35 - Pension and Retirement

- 35.01 Employees shall be eligible to participate in the New Brunswick Public Service Pension Plan (NBPSPP) subject to the provisions of that plan. Details are available from Human Resources & Organizational Development.
- 35.02 The Normal Retirement Date (NRD) shall be June 30th following an employee's sixty-fifth (65) birthday.
- 35.03 Employees may retire at any time after reaching fifty-five (55) years of age and having completed five (5) years of service at UNB.
- 35.04 An Employee who wishes to work beyond their NRD, shall indicate their intention in writing to the Associate Vice-President, Human Resources and Organizational Development with a copy to their employment supervisor, at least six (6) months before their NRD.
- 35.05 An employee who remains at work in their position beyond their NRD:
- (a) Shall continue to make pension contributions in accordance with the terms of the New Brunswick Public Service Pension Plan (NBPSPP);
 - (b) Will be eligible to participate in the Group Supplementary Health Insurance Plan on the same basis as UNB retirees (which does not include the Prescription Drug component of the Group Health Plan); and
 - (c) Will be ineligible to participate in all other UNB group benefits plans (including the Prescription Drug component of the Group Health plan, the Group Dental plan, the Group Life Insurance plan, and the Group Long-Term Disability plan).
- 35.06 When a regular full-time employee, hired before June 30, 2022 and having continuous full-time service of five (5) years or more retires on or before their NRD, a retirement allowance equal to five (5) days' pay for each full year of service, to a maximum of one hundred and twenty-five (125) days' pay, shall be paid upon retirement if the retirement is on or before the NRD. The retirement allowance shall be paid in a lump sum upon retirement at the employee's regular rate of pay. Credits for retirement allowance do not accumulate during periods of leave or absences without pay.

Article 36 - Group Benefits

- 36.01 Employees shall be eligible to participate in the UNB Group Benefit Plans subject to the provisions of those plans.

36.02 The Employer agrees to provide summaries of all group benefit plans on the Human Resources and Organizational Development (HROD) website. The group benefit plans available to employees, subject to Article 35.05 are:

- (a) Group Health Insurance
- (b) Group Dental Insurance
- (c) Group Term Life and Family Protection Benefit Insurance
- (d) Group Long-Term Disability (LTD)
- (e) Voluntary Accident Insurance (AD&D)
- (f) Critical Illness Insurance
- (g) Optional Group Life Insurance
- (h) Employee Family Assistance Program (EFAP)

The group benefit plans are listed for informational purposes only and shall not form part of this Collective Agreement.

36.03 HROD will retain a copy of all group benefit plan documents, as amended, on file, and shall provide a copy to the PSAC upon request.

36.04 UNB group benefits plans and all premiums and applicable cost-share ratios or Employer paid premiums shall remain in force during the life of this Agreement or until mutually agreed in accordance with Article 36.06.

36.05 The Employer shall provide each employee with a list of the employee's current group benefits on the employee's pay summary. Upon request, the Employer agrees to provide each employee with further information on their current group benefit plans coverage, including beneficiary information.

36.06 (a) The Employer agrees to continue the Fringe Benefits Review Committee ("FBRC") which will meet a minimum of two (2) times per year. The Union shall be entitled to appoint two (2) representatives to this committee.

(b) The Employer is responsible for advising the Union representative of the time and place of Committee meetings and for arranging time off work for the representatives to attend. The Union will receive a copy of the minutes of these committee meetings.

(c) Any changes to coverage, premiums and, or the cost sharing arrangements for group benefits plans must be mutually agreed between the Employer, union, and employee representatives at the Fringe Benefits Review Committee.

Article 37 - Tuition Waiver

- 37.01 The Employer shall waive tuition fees for up to two (2) full UNB credit courses (twelve credit hours) each year (September 1 – August 31) for Employees.
- 37.02 The Employer shall reduce tuition fees by 50 percent for all UNB degree credit courses taken by the spouse or dependent children of an Employee. This benefit shall be available to dependent children up to and including the academic year in which his/her 26th birthday occurs. This benefit shall continue following the Employee's death or retirement.
- 37.03 Applications for a tuition waiver under this Article shall be made to Human Resources and shall be submitted on the form provided by the Employer. The form shall be submitted by the tuition waiver deadline as found on the UNB Human Resources website.
- 37.04 For programs with enhanced tuition fees such as cost recovery programs, the tuition fee waiver/reduction referred to in Articles 37.01 and 37.02 shall be based upon the regular tuition fee for an undergraduate degree program in that faculty.
- 37.05 A tuition waiver under this Article shall be considered a taxable benefit.

Article 38 - Professional Fees

- 38.01 The Employer shall reimburse Employees for memberships, certifications, registrations, licences (not including driver's licences), and professional fees explicitly required by law for the performance of the duties listed in the employee's position description or when identified as mandatory in an employee's official position description.
- 38.02 In the event that an employee is on an approved leave without pay, the employee shall apply to have the fees in Article 38.01 (those fees that are explicitly required by law or identified as mandatory in the position description) waived during the period of the leave without pay. Should the relevant organization require the employee to pay fees during the leave without pay, the Employer shall reimburse the employee for such fees up to a maximum of twelve (12) months upon proof of the requirement to pay fees and proof of payment, provided the employee has not been reimbursed by another source.

Article 39 - Travel

- 39.01 An employee travelling for the purpose of conducting business on behalf of the Employer will be reimbursed in accordance with the University of New Brunswick Travel Policy (the "Travel Policy"). Where the provisions of this article are superior to those of the Travel Policy, this article shall apply.
- 39.02 The Employer reserves the right to determine the timing and means of travel. The Employer will give due consideration to the Employee's particular circumstances in making its determination.

- 39.03 The Employer agrees to consult with the Local in accordance with Article 44 – Joint Union Management Consultation at least thirty (30) days prior to implementing any changes to the Travel Policy which may affect the members of the bargaining unit.
- 39.04 An Employee travelling to or attending a course, training session, conference, or seminar, will not be paid overtime.
- 39.05 When the employee is required to travel for work (excluding travel under Clause 39.04) the employee shall be paid as follows:
- (a) If an employee is required to travel on a normal work day but does not work, the employee shall receive their regular pay for the day; or
 - (b) If an employee is required to travel and work on a normal work day, the employee shall be paid:
 - 1. The employee’s regular pay for the day where the combined period of travel and work does not exceed the applicable normal daily hours of work, even though such hours may not be in accordance with their normally scheduled hours of work; or
 - 2. Where the combined total of travel and work hours exceeds the regular daily hours of work, at the applicable overtime rate for additional travel time in excess of their normal daily hours of work, to a maximum of four (4) hours of overtime.
 - (c) If an employee is required to travel on a day of rest, the employee shall be paid no less than three (3) hours and no greater than seven (7) hours at the straight time rate for hours spent travelling or shall be granted time off in lieu.
 - (d) If an employee is required to travel on a designated paid holiday (Article 21 – Designated Paid Holidays), the Employee shall be paid no less than three (3) hours and no greater than seven (7) hours at the straight time rate for hours spent travelling or shall be granted time off in lieu.
 - (e) Time spent travelling includes time in transit and associated waiting periods but not time in overnight accommodations.
 - (f) When travel is by air, travel time will begin two (2) hours before the scheduled time of departure of the carrier and end one (1) hour after the actual arrival of the carrier at the destination.
 - (g) When travel is by automobile and the employee travels directly from their home or place of employment, travel time will begin from the assigned hour of departure and end when the employee reaches their destination, and similarly includes the employee’s return travel time until the employee reaches their home or place of employment.

- 39.06 No employee shall be required to use their personal vehicle for travel on UNB business. The use of rental vehicles and rental vehicle insurance and personal vehicles shall be in accordance with the University of New Brunswick Travel Policy.

Article 40 - Clothing and Equipment

- 40.01 The Employer shall provide protective clothing and equipment to employees as required by the *Occupational Health and Safety Act*. The Employer will consult with the Union on the matter of protective clothing and equipment at meetings of the Joint Union Management Consultation Committee.
- 40.02 Where the Employer is currently supplying protective clothing or equipment for employees, this practice will continue unless the need for such clothing or equipment is eliminated. The Employer will advise the Union Local if such clothing or equipment is to be eliminated at a meeting of the Joint Union Management Consultation Committee.
- 40.03 Where the employer requires an employee to wear specific items as part of a uniform dress code, such items will be supplied by the Employer.
- 40.04 Employees who are required to wear safety footwear will be reimbursed for the cost of such footwear to a maximum of \$160 per year provided that the Employee shall wear this safety footwear at all times required, the footwear is appropriate for the conditions in which they are being used, and a receipt is submitted to the Employer.
- 40.05 All Employees who are required to wear protective clothing and equipment shall have any required adjustments and alterations paid for by the Employer, through a professional authorized by the Employer to perform such services.
- 40.06 The Employer will make rainwear available when necessary for Employees whose duties require them to work outside.

Article 41 - University Closure and Adverse Weather Conditions

- 41.01 In the event of University closure or curtailment of operations due to adverse weather conditions or other unforeseen circumstances, Employees, except those as outlined in Clause 41.02 below, will not be required to report to, or remain at, the University and will suffer no loss of pay. Such Employees will remain readily available to perform work. If conditions change and the University reopens, Employees shall be required to report to the University unless otherwise authorized by their supervisor, in which case the Employee may use vacation leave, banked overtime or leave without pay. Such authorization will not be unreasonably withheld.
- 41.02 Some employees, due to the nature of their positions, may be required to report to or remain working at, either the University, or University functions off-campus in the Saint John or Fredericton area, while the University is closed due to adverse weather conditions. These employees shall be granted equivalent time off with pay at a mutually acceptable time.

- 41.03 Where storm conditions exist but there is no closure or curtailment of University operations, an employee's direct supervisor may allow an employee who is in particularly difficult circumstances to be absent for the day, or if the storm develops during the day, to leave for home early. In such cases, the employee will use vacation leave, banked overtime or leave without pay.
- 41.04 In the event an employee is prevented from working due to the cancellation of a university-related function outside the Saint John or Fredericton area due to adverse weather conditions, such employee will not suffer loss of pay.

Article 42 - Representation on University Bodies

- 42.01 The Union shall be entitled to representation on University committees that are structured to include representation of all unionized employee groups.
- 42.02 Notwithstanding Article 42.01, the parties agree that there may be other University committees where Union representation is appropriate and desirable. In such cases, the parties shall discuss the Union's request for representation and such requests shall not be unreasonably denied.

Article 43 - Legal Representation

- 43.01 Save and except in the case of gross negligence, and, or willful misconduct, the Employer will defend, negotiate or settle claims in which an employee's negligence is alleged, provided that the employee has acted within the scope of his or her employment.
- 43.02 Whenever the Employer defends an employee pursuant to clause 43.01 the Employer shall have exclusive carriage of the matter and there shall be no cost to the Employee.
- 43.03 An employee will be granted leave with pay if/when required to participate in defending the claim. Reimbursement of related expenses will be in accordance with Article 39 – Travel.

Article 44 - Joint Union Management Consultation Committee

- 44.01 The parties acknowledge the mutual benefits to be derived from joint consultation and agree to hold meetings of the Joint Union Management Consultation Committee ("JUMC Committee") for the purpose of providing meaningful and constructive consultation on matters of common interest, for example, contemplated changes in conditions of employment or working conditions not covered by this collective agreement.
- 44.02 The JUMC Committee shall consist of the appropriate representatives appointed by the Parties for the matters being discussed. The representatives shall consist of the PTSU President, or designate, as co-chair, and a maximum of two (2) other PTSU representatives appointed by the PTSU Local and one (1) representative from Human Resources & Organizational Development, or designate, as co-chair, and a maximum of two (2) other UNB representatives appointed by the Employer. Each side shall ensure representation from both Saint John and Fredericton when applicable.

- 44.03 The JUMC Committee shall meet for joint consultation upon request of either party and at a minimum of once every academic term. Employees attending the JUMC Committee shall suffer no loss of pay for time spent to attend the meetings.
- 44.04 Grievances shall not be dealt with at the JUMC Committee under this Article.
- 44.05 The JUMC Committee will have no authority to amend or alter this Collective Agreement.

Article 45 - Pay Administration

- 45.01 Employees shall be paid on a biweekly basis at the rate of pay to which they are entitled, as prescribed in "Appendix A". Employees will be paid by direct deposit through the financial institution of the employee's choice. Employees shall have access to an electronic itemized statement showing all earned wages, overtime and deductions from the employee's pay.
- 45.02 Upon initial appointment, a new employee shall be paid the hourly rate prescribed for the position, or in the case of a position having a range of incremental rates, at the rate deemed appropriate by the Employer taking into account relevant factors including the employee's education and work experience. In no case shall the Employee be paid less than the minimum rate prescribed in "Appendix A".
- 45.03 On promotion or reclassification, an Employee's salary will normally be increased by the greater of 5% of salary or the amount required to move the individual to the minimum of the new range, whichever is greater. However, in the event the difference in salary range maximums is less than 5%, the increase to the Employee's salary will be proportionately equivalent to the percentage change in the salary range maximums. In no case shall the employee be paid higher than the maximum rate in the new salary range. In the case of a promotion, the effective date of the salary change will be the date that the Employee commences working in the position. In the case of a reclassification, the effective date of the salary change will be the date that the completed reclassification is received by HR&OD.
- 45.04 An Employee who obtains a position through the posting procedure with the same salary range as their current position will be placed at their current salary or the maximum of the range whichever is lower. In no case shall the employee be paid higher than the maximum range in the new position.
- 45.05 An Employee whose position is reclassified to a lower salary range than their current salary range shall be red circled. This status shall continue until they vacate the position or until the maximum salary of the reclassified position becomes greater than the current salary of the employee. An employee who is red circled shall not be eligible to receive progress-through-the-range (PTR) or economic adjustments until such time as the new salary range exceeds the Employee's current salary.
- 45.06 An Employee who obtains, through the posting procedure, a position with a salary range lower than their current salary range shall be paid within the lower salary range. The Employee shall

receive the lesser of the maximum rate for the new position or their current rate of pay. In no case shall the Employee be paid higher than the maximum rate in the new position.

- 45.07 (a) An employee whose salary is below the maximum rate for the position shall have their salary increased within the salary range for the position in recognition of satisfactory work performance. This is normally done on the employee's anniversary date. The PTR adjustment shall normally be 4% of salary for a full-time employee (pro-rated for part-time employees) unless that amount would exceed the Employee's salary range. In that case, the amount shall be the difference between the Employee's present salary and the maximum of the salary range.
- (b) The University reserves the right to withhold some or all of a PTR adjustment. Should the University wish to withhold the PTR adjustment or provide a partial PTR adjustment to an Employee whose performance is not satisfactory, HR&OD must first be consulted. The Employee will be notified.
- 45.08 An Employee who has been on a leave of absence with or without pay, including sick leave, maternity leave, and parental leave, for three (3) months or more will have their PTR adjustment delayed until such time as they have completed twelve (12) months of active employment since their last PTR adjustment and the Employee's anniversary date shall be changed accordingly.
- 45.09 For purposes of this Agreement a position is:
- (a) "higher rated" than another if the maximum of the salary range is greater;
- (b) "the same" as another if the maximum of the salary is the same; or
- (c) "lower rated" than another if the maximum of the salary range is lesser.
- 45.10 If an Employee's anniversary date falls on the same date as the PTR adjustment of the salary range, the Employee's PTR adjustment within the range shall be considered to be subsequent to the economic adjustment.
- 45.11 Temporary Assignment
- (a) When an Employee is required to perform duties of a higher-rated position or is assigned special duties on a temporary basis for a minimum of three (3) days, the employee's salary shall be adjusted by 5% for the period worked or to the minimum of the salary range of the higher-rated position, whichever is greater. In no case shall the Employee be paid higher than the maximum rate in the new position.
- (b) If an Employee agrees to a temporary assignment to a higher-rated position outside of the bargaining unit for a minimum of three (3) days, the Employer will adjust the Employee's salary by a minimum of 5% for the period worked but in no case shall the Employee be paid higher than the maximum rate for the temporary assignment. The Employer may appoint an Employee to a position outside the bargaining unit on a temporary basis for a period of up to one (1) year. Where the parties agree, the temporary assignment may be extended beyond one (1) year to accommodate a temporary vacancy. Upon returning to the Bargaining Unit, the Employee shall resume

their former position at the rate of pay to which they would have been entitled had they not left the Bargaining Unit including PTR and economic adjustments.

- 45.12 The Employer recognizes that due to market pressures for certain positions, a market differential may be required. A market differential will be an adjustment to the salary but not the salary range. An Employee's salary may exceed the maximum of their salary range due to a market differential. The Employer shall consult with the Union before introducing any market adjustment, providing a written rationale for adjustments and giving due consideration to Union concerns about such adjustments. Market differentials will be reviewed annually and may be increased, decreased, or eliminated following the Union consultation process described above.
- 45.13 When an Employee previously authorizes, the Employer shall deduct the cost of a twelve (12) month parking permit for one (1) or two (2) vehicles, purchased through pay deduction over sixteen (16) pay periods or to the end of April, whichever is earlier. For four (4) months and eight (8) month permits, the maximum number of pay periods is eight (8) or to the end of April whichever is earlier.

Article 46 - Duration and Renewal

- 46.01 This collective agreement comes into effect on the date of signing and shall expire on June 30, 2022.
- 46.02 Either Party may, within ninety (90) days of the expiry date of the Collective Agreement, give notice in writing to the other Party in accordance with the *New Brunswick Industrial Relations Act* of its desire to bargain with a view to renewal or revision of the Collective Agreement.
- 46.03 When a Party gives notice according to Article 46.02 above, the Parties shall, within thirty (30) days after the notice has been given, or such further time as the Parties may agree upon, meet and commence to bargain collectively and make every reasonable effort to conclude a renewal or revision of the Collective Agreement.
- 46.04 This Collective Agreement shall remain in full force in effect from year to year until such time as a new agreement has been reached or until such time as a legal strike or lockout occurs.

Article 47 - Agreement Re-Opener

- 47.01 This Agreement may be amended by mutual consent of the Parties.

The Parties have executed this Agreement as of the 16 day of July, 2020.

For the University of New Brunswick



Paul J. Mazerolle



Moira Goodfellow



Jennifer MacDonald

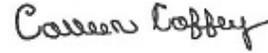


Sheila Burt

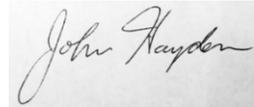


Debra Ward

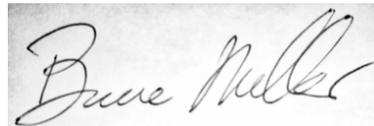
For the Public Service Alliance of Canada



Colleen Coffey – REVP



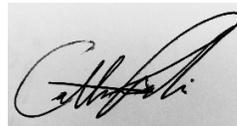
John Hayden, Team Member



Bruce Miller, Team Member



Christopher Miller, Team Member



Catherine Paulin, Team Member



John Eustace, Negotiator



Silja Freitag, Research Officer

Appendix A – Wage Rates

July 1, 2016 – General Economic Increase of 1.5%
July 1, 2017 – General Economic Increase of 1.5%
July 1, 2018 – General Economic Increase of 1.5%
July 1, 2019 – General Economic Increase of 1.75%
July 1, 2020 – General Economic Increase of 1.75%
July 1, 2021 – General Economic Increase of 1.75%

Retroactive pay will be paid to all Employees who are employed by the University of New Brunswick as of the date of ratification. Retroactive pay will be paid to all employees who left employment with the Employer between 1 July 2016 and the date of ratification who identify themselves to HROD within ninety (90) days of ratification.

		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Hay Points		1.50%	1.50%	1.50%	1.75%	1.75%	1.75%
173	Min	31,659	32,134	32,616	33,187	33,768	34,359
	Max	39,569	40,163	40,765	41,478	42,204	42,943
182	Min	32,425	32,911	33,405	33,990	34,585	35,190
	Max	40,535	41,143	41,760	42,491	43,235	43,992
198	Min	33,807	34,314	34,829	35,439	36,059	36,690
	Max	42,259	42,893	43,536	44,298	45,073	45,862
203	Min	34,243	34,757	35,278	35,895	36,523	37,162
	Max	42,804	43,446	44,098	44,870	45,655	46,454
213	Min	35,109	35,636	36,171	36,804	37,448	38,103
	Max	43,886	44,544	45,212	46,003	46,808	47,627
228	Min	36,396	36,942	37,496	38,152	38,820	39,499
	Max	45,496	46,178	46,871	47,691	48,526	49,375
233	Min	36,826	37,378	37,939	38,603	39,279	39,966
	Max	46,030	46,720	47,421	48,251	49,095	49,954
238	Min	37,255	37,814	38,381	39,053	39,736	40,431
	Max	46,574	47,273	47,982	48,822	49,676	50,545
245	Min	37,864	38,432	39,008	39,691	40,386	41,093
	Max	47,330	48,040	48,761	49,614	50,482	51,365
252	Min	38,462	39,039	39,625	40,318	41,024	41,742
	Max	48,085	48,806	49,538	50,405	51,287	52,185
268	Min	39,852	40,450	41,057	41,775	42,506	43,250
	Max	49,815	50,562	51,320	52,218	53,132	54,062
275	Min	40,451	41,058	41,674	42,403	43,145	43,900
	Max	50,567	51,326	52,096	53,008	53,936	54,880
282	Min	41,056	41,672	42,297	43,037	43,790	44,556
	Max	51,320	52,090	52,871	53,796	54,737	55,695
289	Min	41,658	42,283	42,917	43,668	44,432	45,210
	Max	52,071	52,852	53,645	54,584	55,539	56,511
291	Min	41,829	42,456	43,093	43,847	44,614	45,395
	Max	52,293	53,077	53,873	54,816	55,775	56,751
298	Min	42,442	43,079	43,725	44,490	45,269	46,061
	Max	53,050	53,846	54,654	55,610	56,583	57,573
300	Min	42,611	43,250	43,899	44,667	45,449	46,244
	Max	55,391	56,222	57,065	58,064	59,080	60,114
301	Min	42,704	43,345	43,995	44,765	45,548	46,345
	Max	55,515	56,348	57,193	58,194	59,212	60,248
308	Min	43,041	43,687	44,342	45,118	45,908	46,711
	Max	55,957	56,796	57,648	58,657	59,683	60,727
314	Min	43,335	43,985	44,645	45,426	46,221	47,030
	Max	56,340	57,185	58,043	59,059	60,093	61,145
323	Min	43,785	44,442	45,109	45,898	46,701	47,518
	Max	56,910	57,764	58,630	59,656	60,700	61,762
332	Min	44,223	44,886	45,559	46,356	47,167	47,992
	Max	57,488	58,350	59,225	60,261	61,316	62,389
333	Min	44,268	44,932	45,606	46,404	47,216	48,042
	Max	57,547	58,410	59,286	60,324	61,380	62,454
342	Min	44,711	45,382	46,063	46,869	47,689	48,524
	Max	58,125	58,997	59,882	60,930	61,996	63,081
352	Min	45,200	45,878	46,566	47,381	48,210	49,054
	Max	58,758	59,639	60,534	61,593	62,671	63,768

		2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022
Hay Points		1.50%	1.50%	1.50%	1.75%	1.75%	1.75%
353	Min	45,248	45,927	46,616	47,432	48,262	49,107
	Max	58,824	59,706	60,602	61,663	62,742	63,840
362	Min	45,691	46,376	47,072	47,896	48,734	49,587
	Max	59,395	60,286	61,190	62,261	63,351	64,460
372	Min	46,187	46,880	47,583	48,416	49,263	50,125
	Max	60,031	60,931	61,845	62,927	64,028	65,148
382	Min	46,669	47,369	48,080	48,921	49,777	50,648
	Max	60,674	61,584	62,508	63,602	64,715	65,848
393	Min	47,213	47,921	48,640	49,491	50,357	51,238
	Max	61,375	62,296	63,230	64,337	65,463	66,609
404	Min	47,750	48,466	49,193	50,054	50,930	51,821
	Max	62,075	63,006	63,951	65,070	66,209	67,368
406	Min	47,847	48,565	49,293	50,156	51,034	51,927
	Max	62,207	63,140	64,087	65,209	66,350	67,511
417	Min	48,386	49,112	49,849	50,721	51,609	52,512
	Max	62,905	63,849	64,807	65,941	67,095	68,269
421	Min	48,582	49,311	50,051	50,927	51,818	52,725
	Max	63,158	64,105	65,067	66,206	67,365	68,544
432	Min	49,125	49,862	50,610	51,496	52,397	53,314
	Max	63,861	64,819	65,791	66,942	68,113	69,305
438	Min	49,414	50,155	50,907	51,798	52,704	53,626
	Max	64,243	65,207	66,185	67,343	68,522	69,721
451	Min	50,056	50,807	51,569	52,471	53,389	54,323
	Max	65,070	66,046	67,037	68,210	69,404	70,619
464	Min	50,691	51,451	52,223	53,137	54,067	55,013
	Max	65,897	66,885	67,888	69,076	70,285	71,515
479	Min	51,427	52,198	52,981	53,908	54,851	55,811
	Max	66,856	67,859	68,877	70,082	71,308	72,556
494	Min	52,162	52,944	53,738	54,678	55,635	56,609
	Max	67,810	68,827	69,859	71,082	72,326	73,592
504	Min	52,650	53,440	54,242	55,191	56,157	57,140
	Max	68,447	69,474	70,516	71,750	73,006	74,284
519	Min	53,389	54,190	55,003	55,966	56,945	57,942
	Max	69,404	70,445	71,502	72,753	74,026	75,321
534	Min	54,125	54,937	55,761	56,737	57,730	58,740
	Max	70,361	71,416	72,487	73,756	75,047	76,360
551	Min	54,957	55,781	56,618	57,609	58,617	59,643
	Max	71,443	72,515	73,603	74,891	76,202	77,536
568	Min	55,788	56,625	57,474	58,480	59,503	60,544
	Max	72,525	73,613	74,717	76,025	77,355	78,709
588	Min	56,768	57,620	58,484	59,507	60,548	61,608
	Max	73,799	74,906	76,030	77,361	78,715	80,093
602	Min	57,453	58,315	59,190	60,226	61,280	62,352
	Max	74,690	75,810	76,947	78,294	79,664	81,058
614	Min	58,047	58,918	59,802	60,849	61,914	62,997
	Max	75,460	76,592	77,741	79,101	80,485	81,893
631	Min	58,877	59,760	60,656	61,717	62,797	63,896
	Max	76,539	77,687	78,852	80,232	81,636	83,065
654	Min	60,004	60,904	61,818	62,900	64,001	65,121
	Max	78,007	79,177	80,365	81,771	83,202	84,658

Appendix B – Grievance Form



Grievance Form Formulaire de griefs

EMPLOYER'S GRIEVANCE NO. / N° DE GRIEF DE L'EMPLOYEUR : _____

SECTION 1	Comp/Direct Charter Local / Éléments/Section locale à charte directe _____			Local / Section locale _____		PSAC ID / N° de membre _____		
A	Surname / Nom de famille		Given names / Prénoms		Home Tel / Tél. (maison) ()		Work Tel / Tél. (travail) ()	
	Home address / Adresse du domicile				Postal Code / Code postal		Cell No. / N° cellulaire ()	
	Home Email / Courriel personnel				Work Email / Courriel professionnel			
	Employee Classification / Classification de l'employé(e)				Branch/Division/Section / Direction/Division/Section			
	Position Title / Titre du poste			Work location / Lieu de travail			Shift / Quart de travail	
	Collective Agreement (if applicable) / Convention collective (s'il y a lieu)						Expiry Date of Collective Agreement Date d'expiration de la convention collective	
	Grievance details / Énoncé du grief : <div style="background-color: #e0e0ff; height: 100px; width: 100%;"></div> <p style="text-align: right; font-size: small;">(Please attach extra sheets if this space is insufficient / Utiliser d'autres feuilles au besoin.)</p>							
B	Corrective Action Requested / Mesures correctives demandées							
	_____				_____			
Employee signature / Signature de l'employée ou de l'employé				Date				
C	SECTION 2							
	TO BE COMPLETED BY BARGAINING AGENT REPRESENTATIVE À REMPLIR PAR LE REPRÉSENTANT DE L'AGENT NÉGOCIATEUR							
_____				_____				
Signature of bargaining agent representative / Signature du représentant de l'agent négociateur				Date				
Bargaining agent / Agent négociateur				Bargaining unit / Unité de négociation				
Name of local bargaining agent representative / Nom du représentant local de l'agent négociateur				Home Tel / Tél. (maison) ()		Work Tel / Tél. (travail) ()		
Address for local representative or bargaining agent / Adresse du représentant ou l'agent négociateur				Postal Code / Code postal		Cell No. / N° cellulaire ()		
Home Email / Courriel personnel			Work Email / Courriel professionnel			Fax No. / N° de télécopieur		
D	SECTION 3							
	TO BE COMPLETED BY IMMEDIATE SUPERVISOR OR OTHER MANAGEMENT REPRESENTATIVE À REMPLIR PAR LE SUPERVISEUR IMMÉDIAT OU UN AUTRE REPRÉSENTANT DE LA DIRECTION							
Name of Management Representative / Nom du représentant de la direction				Title of Management Representative / Titre du représentant de la direction				
_____				_____				
Signature of Management Representative / Signature du représentant de la direction				Date received at Level 1 / Date de réception au premier palier				

Once completed and signed by all parties copies to be distributed as follows: one copy to Grievor, one copy to Bargaining Agent Representative, one copy to the Employer Representative
 Une fois que le formulaire est rempli et signé par toutes les parties, en remettre une copie à la partie plaignante, au représentant de l'agent négociateur et au représentant de l'employeur.



Appendix C – Order of Certification

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-053-11
IR-058-11
IR-004-12
IR-024-12

IN THE MATTER OF THE *INDUSTRIAL RELATIONS ACT*
AND IN THE MATTER OF A COMPLAINT OF UNFAIR PRACTICE
BETWEEN:

University of New Brunswick

Complainant.

-and-

Public Service Alliance of Canada and
Professional and Technical Staff Union

Respondents.

AND IN THE MATTER OF TWO (2) COMPLAINTS OF UNFAIR PRACTICE
BETWEEN:

Public Service Alliance of Canada

Complainant.

-and-

University of New Brunswick

Respondent.

AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION

BETWEEN:

Public Service Alliance of Canada

Applicant,

- and -

University of New Brunswick

Respondent.

ORDER

WHEREAS by Complaint filed with the Labour and Employment Board (“Board”) on August 5, 2011 pursuant to subsection 106(1) of the *Industrial Relations Act* (“Act”), the University of New Brunswick (“UNB”) did allege that the Public Service Alliance of Canada (“PSAC”) and Professional and Technical Staff Union had acted contrary to section 4 of the *Act* [IR-053-11];

AND WHEREAS by Complaints filed with the Board on October 5, 2011 and February 17, 2012 pursuant to subsection 106(1) of the *Act*, PSAC did allege that UNB had acted contrary to subsections 3(1) and 3(3) of the *Act* [IR-058-11 and IR-004-12];

AND WHEREAS by Application filed with the Board on June 18, 2012 pursuant to section 10 of the *Act*, PSAC did seek Certification as bargaining agent for a unit of employees of UNB [IR-024-12];

AND WHEREAS by letter to the Board filed June 18, 2012, counsel for UNB advised that the parties had reached a resolution to all of the parties' Complaints, and agreed to hold a pre-hearing representation vote on the Certification Application;

AND WHEREAS a representation vote was held on June 27 and 28, 2012 in Fredericton, New Brunswick, and on June 29, 2012 in Saint John, New Brunswick for employees in the following bargaining unit, as sought in PSAC's Application for Certification:

All full-time, part-time, and contract employees at the University of New Brunswick, Fredericton and Saint John campuses employed as administrative, professional, and technical workers save and except coaches, assistant coaches, post-doctoral fellows, English Second Language instructors, Saint John College employees, student employees, writer-in-residence, artist-in-residence, those with managerial and confidential labour relations duties that would exclude them under the New Brunswick Industrial Relations Act and those covered by other bargaining agents.

AND WHEREAS a number of employees voted by segregated ballot, as their eligibility to vote was challenged by one party or the other;

AND WHEREAS the ballot box was sealed following the vote, pending agreement by the parties or a determination by the Board on outstanding issues, including the bargaining unit description and the eligible voters list;

AND WHEREAS following discussions between the parties and meetings with the Board, the parties came to an agreement by way of a Memorandum of Agreement, dated March

5, 2013, on the bargaining unit description, and consequently which of the segregated ballots ought to be opened;

AND WHEREAS in light of the parties' agreement, the counting of the ballots was completed on February 21, 2013 at the offices of the Board in Fredericton, New Brunswick by an official of the Board and in the presence of representatives for both PSAC and UNB;

AND WHEREAS having reviewed the Report of the Returning Officer as well as all documents filed in this matter, and no opposition having been filed by the deadline fixed by the Board, the Board is satisfied that:

- a) the Applicant in Board File IR-024-12, PSAC, is a trade union for the purposes of subsection 1(1) of the *Act*;
- b) the bargaining unit hereinafter described, as agreed to by the parties, is appropriate for collective bargaining; and
- c) more than fifty percent (50%) of the ballots cast by the employees eligible to vote were cast in favour of the Applicant.

NOW, THEREFORE the Labour and Employment Board does hereby **GRANT** the Application for Certification filed by PSAC for the following unit:

All full-time, part-time and term employees (employed for a term of 12 months or greater) at the University of New Brunswick Fredericton and Saint John campuses employed as administrative, professional, and technical workers, save and except the following: student advocates; human rights officers; coaches; assistant coaches; physicians, nurses and nurse practitioners; out-of-province student recruitment officers; post-doctoral fellows; English Second Language instructors; Saint John College employees; student employees; writer-in-residence; artist-in-residence; elder-in-residence; researchers and research assistants; external fundraising (Development and Donor Relations, and Alumni) and recruitment employees; employees in the areas and departments of Communications and

4

Marketing, Budget Management (Resource Planning and Budgeting – UNB Fredericton, Finance and Administration – UNB Saint John), University Secretariat, Payroll, Human Resources & Organizational Development and Safety and Security; Registrar; Superintendent of Plant Operations; Managers, Deans, Directors, Assistant or Associate Deans and Directors and those above those ranks; assistants to excluded Managers, Deans, Directors, Assistant or Associate Deans and Directors and those above those ranks; those with managerial or confidential labour relations duties that would exclude them under the *Industrial Relations Act*; and persons employed in positions for whom a trade union holds bargaining rights under the *Industrial Relations Act* and persons employed in positions related to the positions for whom a trade union holds bargaining rights under the *Industrial Relations Act*.

AND FURTHER, the Labour and Employment Board does **GRANT** the parties' joint request to **WITHDRAW** the Complaint filed by UNB against PSAC and Professional and Technical Staff Union [IR-053-11] and the two Complaints filed by PSAC against UNB [IR-058-11 and IR-004-12].

ISSUED at Fredericton, New Brunswick this 20 day of March, 2013.



ROBERT D. BREEN, Q.C.
CHAIRPERSON
LABOUR AND EMPLOYMENT BOARD

Memorandum of Agreement #1 - Health and Wellness

Between

The University of New Brunswick

And

The Public Service Alliance of Canada (Local 60551)

RE: Joint Working Group (JWG) & RE: Health and Wellness, including Positive Mental Health, in the Workplace

The Parties agree to form a JWG within six (6) months of the signing of this Collective Agreement to identify processes for supporting employees' health and wellness, and positive mental health, in the workplace. These processes may include, but are not limited to, education, tools, and supports.

The JWG shall consist of two (2) co-chairs, one (1) appointed by each of the Parties and four (4) additional members, two (2) appointed by each of the Parties.

This JWG shall determine its own process and shall have the authority to invite input from health and wellness specialists, such as but not limited to UNB Counsellors and PSAC Health and Safety Officers. Permission to leave work during working hours for such purposes shall first be obtained from the Employee's supervisor. Such requests shall not be unreasonably denied.

The JWG may make recommendations as it sees fit, to the Joint Union Management Committee (JUMC) under Article 44 no later than six (6) months prior to the expiry date of this Collective Agreement.

Any such recommendations shall be non-binding on the Parties. The Parties will discuss any such recommendations and may either agree to make changes during the life of this Collective Agreement in accordance with Article 47 – Agreement Re-opener or agree to refer such recommendations to the negotiations of the next Collective Agreement.

The Parties are agreed that the two negotiators (UNB and PSAC) will sign and send a letter to the Joint Working Group once constituted providing the context below regarding the intent of negotiating the MOA RE: Joint Working Group (JWG) & RE: Health and Wellness including Positive Mental Health in the Workplace.

1. Should the Joint Committee decide that there will be two such committees struck in accordance with the MOA then one committee will be responsible for dealing with positive mental health in the workplace and the other committee will be responsible for dealing with health and wellness in the workplace.
2. Positive mental health in the workplace may include measures to deal with employees in distress (such as but not limited to: suicide ideation or actions, self harm, trauma, crisis and PTSD).

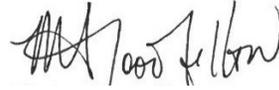
Dated this 16 day of July, 2020.

For PSAC Local 60551



John Eustace

For the University



Moira Goodfellow

Memorandum of Agreement #2 - University Holiday Closure

Between

The University of New Brunswick

And

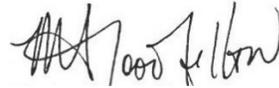
Public Service Alliance of Canada (Local 60551)

The Parties agree that Employees will be granted special leave with pay for days that fall on normally scheduled working days between Christmas Day and New Year's Eve. Employees required to work on said days will receive their normal pay and shall be granted an alternate day in lieu at straight time up to a maximum of eight (8) hours for each day worked.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace

Moira Goodfellow

Memorandum of Agreement #3 - Vacation Leave in Lieu of Overtime

Between

The University of New Brunswick

And

Public Service Alliance of Canada (Local 60551)

Those Employees who have been paid additional vacation leave in lieu of overtime under the Vacation in Lieu of Overtime provisions of the UNB policy on *Vacation for Administrative, Technical, and Professional Employees* shall have the option either to continue the past practice or to be paid overtime/time in lieu in accordance with the provisions of this Collective Agreement.

Such Employees shall select one of the options above within ninety (90) days of the signing of this Collective Agreement.

This MOA does not apply to those positions covered by MOA #4: Employees with Irregular Schedules.

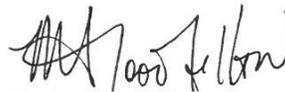
Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace



Moira Goodfellow

Memorandum of Agreement #4 - Employees with Irregular Schedules

Between

The University of New Brunswick

And

Public Service Alliance of Canada (Local 60551)

Employees employed in the following positions with irregular schedules shall maintain the same terms and conditions of employment as existed at the date of ratification with respect to hours of work, overtime, vacation, on-call, standby, and travel:

- Concessions/Box Office Manager
- Marketing/special Events Manager
- Residence Life Coordinator(s)
- Associate Registrar
- Recruitment and Sales Officer(s)
- Client Service Representative(s)
- Assoc Registrar Admissions
- Dir – Student Union Building
- Manager, Wu Centre
- Ceremony & Event Coordinator
- Event Coordinator(s)
- Lorenzo Reading Series Coordinator

The Employer will provide a rationale for including positions on the above list within ten (10) days of ratification of this agreement.

The Employer will identify any additional positions for inclusion on this list with rationales for inclusion within ten (10) days of ratification of this agreement. The PSAC shall not unreasonably deny inclusion of those additional positions.

Within thirty (30) days of signing of the Collective Agreement, the Parties shall form a committee consisting of two (2) members of the Union and two (2) members of the Employer to make recommendations to the Parties with respect to terms and conditions of employment for employees falling within the scope of this MOU.

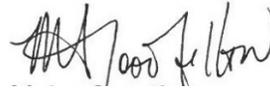
The committee shall not have the power to implement changes to existing provisions of the Collective Agreement. This may only be done through a written agreement of the Parties. Once ratified by the Parties, these changes shall be deemed to be part of the Collective Agreement.

If the Parties fail to agree to and/or ratify the changes to existing provisions of the Collective Agreement within one hundred and twenty (120) days of signing of the Collective Agreement, the terms and conditions of Employees falling under the scope of this MOU shall revert to the terms and conditions of this Collective Agreement.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace

Moira Goodfellow

Memorandum of Agreement #5 - Positions Funded by Unrestricted Operating Funds

Between

The University of New Brunswick

And

Public Service Alliance of Canada (Local 60551)

Within thirty (30) days of the signing this agreement, the Employer shall provide the Union with a list of all positions within the bargaining unit funded by unrestricted operating funds with a rationale for inclusion on the list.

Upon receipt of the above, the Union will have thirty (30) days to review the list of positions and identify additional positions with a rationale for inclusion. The Employer will not unreasonably deny the inclusion of such positions on the list.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University

John Eustace



Moira Goodfellow

Memorandum of Understanding #1 – Self-Funded Leave

Between

The University of New Brunswick

And

Public Service Alliance of Canada (Local 60551)

Within ninety (90) days of signing the Collective Agreement, the Parties agree to form a joint working group to make recommendations on developing a self-funded leave program. The purpose of self-funded leave is to provide employees with the opportunity to personally fund a leave of absence by deferring part of their salary. The salary deferred in any year shall not exceed 33 1/3% of an employee’s annual salary in any year.

The joint working group shall consist of four (4) members, two (2) appointed by each of the Parties. Members shall suffer no loss of pay while undertaking committee work.

This joint working group shall determine its own process and shall have the authority to invite input from external specialists.

The Committee shall provide recommendations to the Parties which may include but are not limited to: eligibility, a suitable Application Form, duration, cancellation of leave and withdrawal during salary deferral period.

The joint working group shall not have the power to implement changes to existing provisions of the Collective Agreement. This may only be done through a written agreement of the Parties as outlined below.

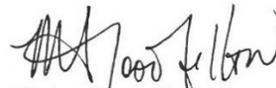
The joint working group shall complete its review and make recommendations to the Parties. Within one (1) year of the signing of this Collective Agreement at which point the joint working group shall disband. The Parties will then meet and attempt to negotiate the provisions to be added to the Collective Agreement.

This MOU will be deemed to be a part of the Collective Agreement until such time as the joint working group has submitted its recommendations to the Parties.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace

Moira Goodfellow

Memorandum of Understanding #2 - Third Party Job Evaluation

Between

The University of New Brunswick

And

Public Service Alliance of Canada (Local 60551)

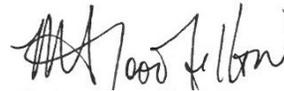
For the life of the current Collective Agreement, if the Joint Job Evaluation Appeal Committee (JJEAC) under Article 27.03 of the Collective Agreement is unable to reach a decision when reviewing an appeal of the results of a job evaluation, the following approach will be applied:

- An impartial Hay Consultant will be engaged to make a decision on any job evaluation appeals where the JJEAC is unable to reach a decision;
- The Consultant will be so engaged once per calendar year during the term of the current Collective Agreement;
- The Consultant's decision shall be final and binding and shall not be subject to Article 10: Grievance and Arbitration; and
- Each Party shall bear one-half (1/2) of the costs of the consultant.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace

Moira Goodfellow

Letter of Understanding - Transitioning into the new Retirement Allowance

Between

The University of New Brunswick

And

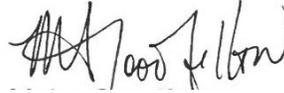
Public Service Alliance of Canada

Any Employee who is eligible to retire and who is older than sixty-five (65) as of the date of ratification of this collective agreement shall be eligible to retire and receive the retirement allowance provided by Article 35.06. An Employee who wishes to exercise this right shall notify the Employer within 60 days of ratification of this agreement and shall retire by June 30th of the following year.

Dated this 16 day of July, 2020.

For PSAC Local 60551

For the University



John Eustace

Moira Goodfellow