

AGREEMENT

between

THE UNIVERSITY OF NEW
BRUNSWICK

and

UNIFOR LOCAL 4504

General Labour, Trades and
Allied Services, and Audio Visual
Group

EXPIRES SEPTEMBER 30, 2025



GENERAL LABOUR, TRADES AND ALLIED SERVICES

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PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the Employees and the Union, to set forth certain terms and conditions of employment relating to pay, hours of work, Employee benefits and general working conditions affecting Employees covered by this Agreement and to ensure that all reasonable measures are provided for the safety and occupational health of the Employees.

The parties of this Agreement share a desire to improve the quality of the auxiliary services necessary to the functions of the Employer and to promote the well-being and increased productivity of its Employees. Accordingly, they are determined to establish an effective working relationship at all levels of the University in which members of the bargaining unit are employed.

ARTICLE 1 INTERPRETATION AND DEFINITIONS

1.01 For the purpose of this Agreement:

- (a) "Employer" means 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 it to act on its behalf.
- (b) "Union" means the Unifor Local 4504 bargaining unit as described in Clause 3.01, and any person(s) duly appointed by it to act on its behalf.
- (c) "Bargaining unit" means a group of Employees as recognized in Clause 3.01.
- (d) "Employee" means a person who is a member of the bargaining unit. Any reference to gender in this book encompasses all Employees.
- (e) "Probationary Employee" means an Employee who is on trial for a probationary period of up to 120 days worked. The probationary period may be extended once by mutual agreement between the Parties, for a further period of up to 65 days worked should circumstances warrant.
- (f) "Regular Employee" means an Employee who has satisfactorily completed the probationary period and who is engaged on a continuing basis.
- (g) "Full-time Employee" means a probationary or regular Employee who is engaged on the basis of a work week of twenty-nine (29) hours or more.
- (h) "Part-time Employee" means a probationary or regular Employee who is engaged on the basis of a work week of not less than thirteen (13) hours but less than twenty- nine (29) hours.
- (i) "Renewable term Employee" means an Employee who is engaged 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.

- (j) "Full-time term Employee" means an Employee who is engaged 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 and is performing work of the bargaining unit.
- (k) "Part-time term Employee" means an Employee who is engaged on the basis of a work week of a minimum of thirteen (13) hours but less than twenty-nine (29) hours for a term appointment of twelve (12) months or more and is performing work of the bargaining unit.
- (l) Normal Retirement Date (NRD) means the date of June 30th following an Employee's sixty-fifth (65) birthday.
- (m) "Chief Shop Steward" means the Union's Chief Shop Steward or designate.

ARTICLE 2 APPLICATION OF AGREEMENT

2.01 This Agreement applies to and is binding on the Union, the Employees, the Employer and its representatives.

ARTICLE 3 RECOGNITION

3.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for the "full-time Employees", "renewable term Employees", "part-time Employees", "full-time term Employees" and "part-time term Employees" employed by the Employer at its Fredericton campus in the Audio Visual Group, the General Labour and Trades Group and certain other classifications which are identified in the Salary Schedule of this Collective Agreement.

3.02 Classifications may be added to or deleted from the Salary Schedule by agreement between the Employer and the Union. In case of failure to reach agreement, the matter may be referred to the New Brunswick Labour and Employment Board.

In the event a new classification is included in the bargaining unit during the life of the agreement or where there has been a substantial change to an existing

classification, then the hourly rate or salary range will be negotiated by the two (2) parties. Should the two (2) parties be unable to agree, the Union shall advise the Employer in writing of their disagreement and the matter will be moved to the next round of bargaining.

Any adjustment to the wage rate made during collective bargaining as a result of this change will be retroactive to the date of the letter provided by the Union declaring such disagreement.

Within sixty (60) days of ratification of this agreement, a representative from **People & Culture** and a representative from the Union will meet to ensure that the Union has a copy of the most up-to-date job descriptions for all bargaining unit positions covered under this collective agreement.

Any time there are changes or edits to job descriptions, notification of the specific edits or changes shall be forwarded to the Union and the Employee.

- 3.03 The Employer shall not bargain with or enter into any agreement with any Employee or any group of Employees concerning terms and conditions of employment or any matter in conflict with the terms of this Collective Agreement, except as expressly authorized in writing by the Union.
- 3.04 Provisions of the Collective Agreement do not apply to casual Employees, registered University, College or school students nor do they apply to Employees who are employed on a Government grant. The Union supports the efforts by the Employer to participate in Government sponsored student job training and development programs and hereby gives its concurrence to the Employer to participate in such programs, provided that there are no members of the bargaining unit on layoff or the use of students will not result in a displacement of members of the bargaining unit.

The Employer will provide the Union with information on Government sponsored job training and development programs relating to functions similar to those performed by members of the bargaining unit.

- 3.05 A Joint Labour Management Committee shall meet at least quarterly and shall be composed of four (4) representatives of the Union and four (4) representatives of the Employer. The Joint Labour Management Committee shall be chaired jointly

by one (1) of the representatives of the Union and one (1) of the representatives of the Employer who shall together review and discuss mutual concerns affecting labour-management relations, and to encourage and maintain good working relations between the Employer and Employees.

ARTICLE 4 MANAGEMENT RIGHTS

- 4.01 The Union recognizes the power, authority, right, privilege and responsibility of 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 this Collective Agreement.
- 4.02 The provisions of Article 4.01 shall not be carried out in an arbitrary or discriminatory manner, and shall be subject to the grievance procedure.

ARTICLE 5 UNION SECURITY

- 5.01 The Employer shall deduct, from the wages due every Employee, an amount equal to the monthly membership dues of the Union, and shall not include any initiation fee or special levy.
- 5.02 The Employer agrees to remit to the Union the amounts deducted under Clause 5.01 on the next working day following each pay day. The Employer shall provide the Union with a list of names of the Employees from whose wages such deductions have been made, and the amounts deducted from each Employee's wages.
- 5.03 The Union shall advise the Employer, in writing, of the amount of its regular dues and the Employer shall deduct these amounts only as per these written instructions. On a biweekly basis, the Employer will provide the Union separate dues listing reports for active and inactive Employees including:
- (a) the name of each Employee;
 - (b) the amount of dues deducted for each person;
 - (c) the relevant rate of pay and job classification for each person;
 - (d) the number of hours upon which Union dues were calculated; and

- (e) an e-mail address for each Employee; and
- (f) the names of all Employees who have left the employ of the Employer, the reason for end of employment, and the date the Employee left the employ of the Employer within twenty (20) working days of the Employee leaving.

For inactive Employees, the Employer will also provide a reason if no dues are deducted (e.g., LWOP, LTD).

5.04 The Union agrees to hold the Employer harmless for any action arising out of wrongful deductions of money for Union dues, or their equivalent, resulting from the Union's instructions.

5.05 The Employer shall include, without charge, on the annual income tax (T4) slips, an indication of the sums deducted under this Article, from all Employees' wages.

5.06A The Employer shall provide the Union with the following information at the beginning and midway point of each calendar year:

- (a) a list showing the name, classification, and pay rate of each Employee;
- (b) a copy of the seniority list;
- (c) mailing address of all Employees.

5.06B The Employer shall provide the Union with the following information:

- (a) a copy of each job posting for every vacancy posted for this bargaining unit;
- (b) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors and any supporting documents to these agenda items;
- (c) a copy of the appointment letter for each Employee appointed to a position in the bargaining unit;
- (d) a copy of any letter to an Employee concerning disciplinary action by the Employer;
- (e) a copy of any updated classification listed in the Salary Schedule.

5.07 Employees will be permitted to attach the Unifor Local 4504 label to protective head gear, tool boxes, lockers, vehicles,

and other reasonable equipment. Employees will be permitted to wear Unifor Local 4504 pins on personal clothing as well as on all uniforms, shirts, coveralls, and laboratory coats supplied by the Employer. The Employer agrees to give equal prominence to the Unifor Local 4504 logo as to its own symbol, logo, or crest in the design of covers on the printed versions of this Agreement.

5.08 The Employer agrees that:

- (a) the Union may use the campus mail service and internal telephone service on the same basis and at the same rates as Employer departments;
- (b) the Union may use the Employer's duplicating, copying, printing, computing and audio-visual services on the same basis and at the same rates as Employer departments;
- (c) authorized Union representatives will be entitled to distribute Union literature and to convene Union meetings on the Employer's premises. Such activities shall not interfere with the normal business of the Employer. The Employer agrees to the Union holding **three (3)**, one (1) hour long lunch meetings with all Employees per calendar year. The Union agrees to hold staggered meetings to allow all Employees to attend and to have minimal interference with operational requirements (either 12:00 to 1:00 pm or 1:00 pm to 2:00 pm). Such meetings shall be held during March break, November study break **and during the month of May**, upon notification to the Employer. Approval for such a meeting will not be unreasonably withheld.
- (d) the Union may post notices of meetings and other notices of interest to Employees on the Employer's bulletin boards;
- (e) the Union will be provided, without charge, with a suitably serviced and maintained office of approximately twenty-four (24) square metres;
- (f) the Employer agrees to place a printer friendly version and a searchable version of this collective agreement on its website within 15 days of the signing of this agreement. Letters of appointment shall include the website address of the collective agreement.

- (g) the Employer agrees to print and provide to the Union, one hundred **(100)** printed copies of this collective agreement. The Union agrees to share the cost of the one hundred **(100)** copies.

5.09 Employees in the bargaining unit shall have access to their personnel records during regular working hours upon reasonable notice twice a year or when filing a grievance by making an appointment with the Office of **People & Culture**. Employee will be provided with copies of correspondence contained in such records, which shall be corrected if inaccurate. If the Employee so wishes, Employee may be accompanied by a Union representative.

ARTICLE 6 NO DISCRIMINATION

6.01 Subject to the relevant Acts and Regulations of the Governments of Canada and New Brunswick, the parties agree that there shall be no discrimination.

ARTICLE 7 FUTURE LEGISLATION & THE COLLECTIVE AGREEMENT

7.01 In the event that any law passed by the Government, applying to Employees covered by this Article, renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

ARTICLE 8 STRIKES AND LOCKOUTS

8.01 There shall be no strikes, lockouts or walkouts or other similar interruptions during the term of this Agreement.

ARTICLE 9 DISCIPLINE, SUSPENSION AND DISCHARGE

9.01 An Employee may not be disciplined except for just cause. The Employee shall be informed about the Employer's intention to investigate an incident for possible disciplinary action within ten (10) working days from the date that the authorized Employer's representative becomes aware of the incident. **A People & Culture representative will notify the union of the meeting. Any member going into a meeting, unless they waive union representation in writing, is entitled to have a union representative present at the meeting. The Union will be responsible for documenting any waiver of union representation.** If disciplinary action is taken, the disciplinary document will give reasons for the disciplinary action and will include relevant dates. A copy of the disciplinary action will be sent to the Union by **People & Culture** within ten (10) days of the disciplinary action occurring.

9.02 The following are considered forms of discipline and require that Union representation be present when imposed:

- (a) written reprimand,
- (b) demotion resulting from a disciplinary action,
- (c) suspension,
- (d) discharge.

Any documented disciplinary action by the Employer is subject to grievance. Any disciplinary document issued by the Employer's representative shall be reviewed by the Office of **People & Culture** prior to release.

9.03 When an Employee alleges that Employee has been suspended without pay or discharged in violation of Article 9.01, Employee may, within ten (10) working days of the date on which Employee was notified in writing, invoke the grievance procedure, including arbitration as set out in this Agreement, for the purpose of a grievance, alleging violation of Article 9.01, Employee shall lodge their grievance at the final level of the grievance procedure.

9.04 Where it is determined that an Employee has been disciplined by suspension without pay or by discharge in violation of Article 9.01, that Employee shall be immediately reinstated in their former position without loss of seniority or any other benefit which would have accrued to Employee if Employee had not been suspended or discharged. One of the benefits

which Employee shall not lose is their regular pay during the period of suspension or discharge, which shall be paid to Employee at the end of the next completed pay period following their reinstatement.

- 9.05 No suspension without pay shall be for a period of longer than ten (10) working days, except by mutual agreement of the Employer and the Union.
- 9.06 Written documentation concerning disciplinary action by the Employer shall be maintained in a Personnel File in the Office of **People & Culture**. An Employee may clear their record by working for a period of eighteen (18) months without any further disciplinary action by the Employer. This means that after eighteen (18) months the disciplinary documents will be removed from the Employee's Personnel File if no other written document has been added in the time period of eighteen (18) months following the last disciplinary action taken by the Employer.
- 9.07 The Employer agrees that there shall only be one (1) official Personnel File on each Employee, maintained in the Office of **People & Culture**, and that no document relating to the Employee's conduct or performance may be used against them in the grievance procedure nor at arbitration unless such document is part of said file. The personnel file shall be accessible to the Employee and the Union in accordance with Article 5.09.

ARTICLE 10 SENIORITY

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

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. All seniority shall be stated in equivalent of years of service to two (2) decimal places, for example, eight point one nine (8.19) years. The calculation of seniority shall be prorated on the following basis:

A year of service for an Employee working forty (40) hours per week shall be two thousand and eighty (2080) hours;

A year of service for an Employee working thirty-six point two

five (36.25) hours per week shall be one thousand eight hundred and eighty five (1885) hours;

A year of service for an Employee working thirty-five (35) hours per week shall be one thousand eight hundred and twenty (1820) hours;

All regular time paid by the Employer shall be treated as time worked for the purpose of this Article, with the exception of leaves granted under Clauses 16.01, 16A.01, 18.01, 18.02 and 18.03 where seniority will accumulate. For leaves granted under Clauses 16.01 or 16A.01 seniority will accumulate only up to the maximum period defined by the Employment Standards Act of New Brunswick.

- 10.02 Seniority shall be applied within the categories of regular full-time, regular part-time, term full-time and term part-time and shall be applied within those categories on a classification basis.
- 10.03 An Employee shall lose all seniority if Employee:
- (a) resigns, or
 - (b) is dismissed, or
 - (c) is laid off for more than twelve (12) months, or
 - (d) fails to report for work under the recall provisions of Clause 25.02, or
 - (e) retirement, or
 - (f) termination of employment after specified fixed term.
- 10.04 Full-time and part-time term bargaining unit Employees who are re-employed in a full-time term, part-time term or continuing bargaining unit position within two (2) months of the end of a previous term of employment as a bargaining unit member will have their previous full-time or part-time seniority re-instated.

ARTICLE 11 CHIEF SHOP STEWARD & UNION REPRESENTATIVE

- 11.01 The Union shall notify the Employer in writing of the names of all of the Union's Executive Officers and Chief Shop Steward, and identify the area of responsibility of each, and inform the Employer in the same manner of any changes or substitutions.

- 11.02 It is understood that the Union's Executive Officers and Chief Shop Steward have their regular work to perform on behalf of the Employer. It is acknowledged that Union representatives shall be entitled to leave their work during working hours in order to carry out their functions including the investigation and processing of grievances and attendance at meetings and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the manager of the Officer/Chief Shop Steward's department. Such permission shall not be unreasonably withheld.
- 11.03 The Union or an Employee shall have the right at any time to have the assistance of a Unifor Local 4504 representative when dealing with the Employer.
- 11.04 Whenever the Employer wishes to have a Union representative present when dealing with an Employee, the Employer shall advise the Union who shall contact the appropriate representative of the Union within two (2) days.
- 11.05 Where the Employer or its representative intends to interview an Employee for disciplinary purposes or a verbal reprimand, the Employer or its representative will notify the Union and the Employee in advance of the meeting. The Employer shall contact the Union office to set up a meeting time. An interview is not required for the Employer to take disciplinary action, but should one take place, a Union representative must be present.

ARTICLE 12 GRIEVANCE PROCEDURE

- 12.01 A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.
- 12.02 Grievances shall be classified as follows:
- (a) Individual grievance shall mean a grievance involving an Employee and particular to that Employee.
 - (b) Group grievance shall mean a grievance involving a group of Employees and common to all Employees in that group, which shall be processed as a single grievance.
 - (c) Policy grievance shall mean a grievance initiated by the Union which has general application to the bargaining unit as a whole, or to a clearly definable

group within the bargaining unit

- 12.03 A grievance shall state in writing the article(s) or clause(s) of this Agreement which are alleged to have been contravened by the Employer and must also specify the remedy sought. A grievance will not proceed until there has been a without prejudice discussion between the affected Employee, Union Representative and/or Chief Shop Steward, the Manager and **People & Culture**, or in the case of a Policy Grievance, between the Union and the Employer within five (5) working days of knowing of the alleged violation. **There is no requirement for a written disposition at the without prejudice discussion of the grievance. The grievance timelines are not extended by a without prejudice discussion of the grievance, unless so requested and granted under Article 12.07.** The consideration of the grievances, including arbitration, shall be limited to such article(s) or clause(s) which the Employee or Union has so alleged to have been contravened.
- 12.04 Preliminary Step. Within ten (10) working days after the alleged grievance has arisen, the grievance is to be submitted by the Chief Shop Steward, in writing, to the Associate Vice-President, **People & Culture** who will direct the grievance to either Step One or Step Two as soon as possible and in no case later than five (5) working days following receipt of the grievance. The Associate Vice-President will inform the grievor and the Union as to the appropriate Employer's representative at Step One and/or Step Two.
- 12.05 Grievances concerning lay-off, recall, suspension, or dismissal or any policy grievance arising directly between the Employer and the Union shall be directed to Step Two by the Associate Vice-President, **People & Culture**.
- 12.06 Step One. The Employer's representative at Step One shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render their disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the grievor, then the grievor may proceed to Step Two.

Step Two. The grievor has ten (10) working days from the expiration of the ten (10) working day period referred to in Step One, to decide whether Employee wishes to proceed to

Step Two with the grievance in those cases where the grievance has been heard at Step One. For grievances entering directly at Step Two, the griever must file the grievance at the *Preliminary Step*. The disposition of the grievance in Step One, if applicable, and any related correspondence, must accompany the grievance submission at Step Two with a copy to **People & Culture** and the Union. The Employer's representative at Step Two shall arrange and hold a meeting to hear the grievance within ten (10) working days of receiving the grievance. The Employer's representative shall render their disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the griever, then the griever may proceed to arbitration. The written notice of the griever's wish to proceed to arbitration shall be received by the Associate Vice-President, **People & Culture** within twenty (20) working days from the ten (10) working day time limit stated for reply or settlement under Step Two.

- 12.07 Either party may request, in writing, an extension of any time limit specified in this Article. Such request shall not be unreasonably denied.
- 12.08 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.
- 12.09 In any case, where the griever presents their grievance in person or in any case in which a hearing is held on a grievance at Step One and/or Step Two, the griever shall be accompanied by the Union Chief Shop Steward.
- 12.10 Where the Employer has disciplined an Employee and given the reason for the same in accordance with Article 9.01, then during the grievance procedure, including arbitration, the Employer shall be limited to the reasons stated in the above notification.
- 12.11 A probationary Employee cannot grieve a dismissal under this Article.

ARTICLE 13 ARBITRATION

- 13.01 If the Union wishes to refer a matter to arbitration as provided in Clause 12.06, it shall within twenty (20) working days therein mentioned, make such request in writing addressed to the Associate Vice-President, **People & Culture**.
- 13.02 The parties agree to the use of a sole Arbitrator. If the parties to this agreement cannot agree on the Arbitrator within fifteen (15) working days, *the Minister of the Department of Post-Secondary Education, Training and Labour* of the Province of New Brunswick will be asked to appoint one.
- 13.03 The Arbitrator shall hear and determine the difference or allegation (including any question as to whether a matter is arbitrable) and shall issue a decision and the decision shall be final and binding upon the parties and upon any Employee affected by it. The Arbitrator shall make every effort to render their decision within twenty (20) working days from the date of the final hearing.
- 13.04 No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 13.05 Each of the parties hereto will equally bear the expense of the Arbitrator.
- 13.06 At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the Employee or Employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Employer's premises to view disputed operations and to confer with the necessary witnesses.
- 13.07 Any and all time limits fixed by this section may be extended by mutual agreement, in writing, between the Employer and the Union. Should the individual grievance not be referred to arbitration within the time limits, it shall be deemed to have been abandoned and cannot be reopened.
- 13.08 Should the parties disagree as to the meaning of the Arbitrator's decision, either party may within fifteen (15) working days after the decision is received, apply to the Arbitrator to clarify the decision.

ARTICLE 14 VACATION

14.01 The vacation year is the calendar year, that is, January 1st to December 31st.

14.02 Term and regular full-time 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.

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

14.03 Vacation entitlement for term and regular part-time Employees shall be as for term and regular full-time Employees except that it shall be calculated pro rata based on the fraction of time worked.

14.04 Decimal vacation entitlement shall be rounded off to the nearest **.25**, for example, eight point four nine (8.49) becomes eight **point five zero (8.50)** days and eight **point eight nine (8.89)** becomes nine **point zero (9.00)** days.

14.05 For the purposes of earning vacation credits, any absence from work with pay with the exception of leaves granted under Clauses 16.01 and 16A.01 shall be deemed to be time worked.

14.06 For the purposes of this Article, accumulated service means seniority as determined in accordance with Article 10.

14.07 A probationary Employee whose employment is terminated shall receive vacation pay of six percent (6%) of their regular earnings for the period of employment.

14.08 Vacation schedules shall be in accord with the continued efficient operation of each department and insofar as it is practicable, will be scheduled at the time requested by the Employee, taking into consideration their seniority. When an Employee is denied vacation at the time requested, the Employer shall return the vacation form to the Employee,

within ten (10) working days, from the day the supervisor, or acting supervisor, receives the request, with written reasons for refusal.

- 14.09 An Employee may carry forward up to ten (10) days of vacation entitlement from one (1) 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 arbitrarily assigned to the Employee by the Employer for use in the next vacation year.

Notwithstanding the above, an Employee may request additional vacation carryover in circumstances where they are unable to take their vacation within the calendar year **because approval was refused due to operational requirements or due to illness or accident.**

- 14.10 On a termination of employment, regular Employees shall be compensated for vacation entitlements earned in the current year but not taken. If the vacation time taken by the Employee is in excess of entitlement, the Employee will reimburse the Employer accordingly. On a termination of employment, term Employees shall not be compensated for vacation entitlements earned but not taken.
- 14.11 Where an Employee qualifies for sick leave (by providing a medical certificate) or bereavement leave during the period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be reinstated for use at a later date.

ARTICLE 15 SICK LEAVE

- 15.01 A probationary Employee shall be eligible for the Revised Sick Leave Policy for Probationary Staff Employees. (See attached Memorandum of Agreement).
- 15.02 Except as provided in Clause 15.05, upon completion of the Employee's probationary period, a regular full-time, regular part-time, term full-time or term part-time Employee **hired before February 24th, 2023** shall be considered to be vested with six (6) months sick leave at regular pay.

15.02A Except as provided in Clause 15.05, bargaining unit employees hired after February 24th, 2023 will accrue 1.5 days of sick leave at regular pay per month of service to a maximum of one hundred and twenty (120) days of sick leave upon completion of probation.

Upon completion of probation, an employee hired after February 24th, 2023 shall be provided with ten (10) days of paid sick leave.

15.03 The Employer reserves the right to request a medical document 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 document shall be made in writing by **People & Culture** with a copy to the Employee's Manager and the Union. Medical documentation will not normally be requested for an absence of three (3) days or less.

If the Employer requests medical documentation to determine if sick leave is warranted, an employee may submit a note from a registered clinical psychologist for sick leave of three (3) to thirty (30) days. In such case, the employee shall additionally provide a medical document within two (2) weeks of the commencement of the sick leave from a medical practitioner (which includes a nurse practitioner). Should the employee not provide such a note from a medical practitioner within two (2) weeks of the commencement of the sick leave, at the employer's discretion the employee may be placed on leave without pay or may be required to return to work immediately.

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 **People & Culture** representative.

15.03A The Employer recognizes the need for confidentiality of health and medical information on Employees. The Employer will not permit any access to such information to individuals outside **People & Culture** except on a strict "need to know" basis, to the Employee and to others as consented to by the Employee.

Those individuals having such access will ensure its

confidentiality.

The Employer will store Employee health information separately from other Employee information and it will be locked and accessible only to the appropriate **People & Culture** personnel and the Employee upon request.

The Employee has a right to access all of the health information provided to the Employer including the right to ask that corrections be made to their file or have a note that states their objection added to their file.

- 15.04 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 Employee 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.
- 15.05 Where an Employee is entitled to receive compensation under the Workers' Compensation Act, the Employee will not be eligible for Sick Leave.
- 15.06 Abuse of the sick leave policy will result in disciplinary action.
- 15.07 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.
- 15.08 The parties recognize that Employees with disabilities have a right to reasonable accommodation and that the duty to accommodate is a tripartite responsibility requiring the active participation of the Employer, the disabled Employee and the Union. The duty to provide reasonable accommodation extends to the point of undue hardship which must be defined on a case-by-case basis taking into consideration all relevant factors.

It is the responsibility of the disabled Employee requiring accommodation to self-identify to their Manager. It is the responsibility of the Manager to consult with **P&C** who will notify the Union. The three (3) parties will work to create a reasonable accommodation plan for approval by the appropriate senior administrator.

Employees, who are temporarily working in an accommodated position that requires the Employee to work less than their pre-disability work schedule, will be entitled to use any remaining sick leave to top up the accommodated work hours so as to have the Employee not suffer any loss of earnings as a result of the temporary accommodation.

When the accommodation involving reduced hours of work is no longer temporary, sick leave cannot be used to offset the loss of earnings.

- 15.09 An Employee **hired before February 24th, 2023** who exhausts their full sick leave entitlement will be re-vested with six (6) months of sick leave per Article 15.02 after they have returned to work for a period of six (6) months and maintained full attendance with no more than three (3) days of absence due to illness.

ARTICLE 16 MATERNITY LEAVE

- 16.01 Upon written request on the appropriate form by a pregnant Employee, the Employer shall grant maternity leave consistent in 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 the Employee intends to begin their leave and should specify the duration of the leave. A medical document specifying the expected date of delivery is to be attached to the application.
- 16.02 A pregnant Employee may wish to continue working up to the expected date of delivery and may do so, if in the opinion of their physician they are able to fulfill their normal job responsibilities. No pregnant Employee will be allowed to work in an area that may be hazardous to their health or to that of their child. The Employee may be transferred by the Employer if appropriate alternate employment is available.
- 16.03 An early return to work, following delivery, will require a medical document indicating that the Employee is medically fit for work.
- 16.04 Following the period of maternity leave, the Employee will normally return to their former position. If this is not possible, they will be placed in an equivalent level of position and will maintain the same pay rate.

- 16.05 A period of maternity leave may be extended by applying for an unpaid leave of absence under Article 18, Parental leave under Article 16A or by taking vacation time, if approved by the Employer. Such a request will not be unreasonably refused.
- 16.06 Upon completion of the initial probationary period a Continuing Employee or a Full-time Term Employee who will be employed for three (3) or more years without a break in service, who is the biological mother, and provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance benefits, shall be paid a maternity leave allowance in accordance with a plan registered with the *Canada Employment Insurance Commission* as a Supplementary Unemployment Benefit Plan (S.U.B.).
- 16.07 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. This plan allows the Employer to make up the difference between the C.E.I.C. maternity leave benefits up to ninety-five percent (95%) of the Employee's regular weekly earnings. The Employee is required to apply for the C.E.I.C. maternity leave benefit and must be eligible for the benefit for this plan to apply (as specified in the appropriate sections of the Employment Insurance Regulations). Contributions to the pension and benefit plans shall continue on the part of the Employee and the Employer on the basis of one hundred percent (100%) of salary.

In any week, the total amount of S.U.B. employment 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.

- 16.08 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (57 (13(h) of the E.I. Regulations).
- 16.09 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

- 16.10 Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the plan.
- 16.11 An Employee who receives a Maternity Leave Allowance is required to return to work at the University for a period of time equivalent to the length of the leave. In the event that the Employee terminates employment prior to completion of this period of time they shall be required to reimburse the Employer the amount of the Maternity Leave Allowance on a pro-rated basis.
- The Employer may choose to waive this requirement where circumstances warrant. Examples of circumstances where the Employer may choose to waive this requirement include the transfer of a partner or legitimate health related issues.
- 16.12 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.

ARTICLE 16A PARENTAL LEAVE

16A.01 Upon request on the appropriate form by an Employee

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

the Employer shall grant parental 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 parental leave in addition to maternity leave pursuant to Article 16, the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the Employer and the Employee agree otherwise.

16A.02 The Employee will advise the Employer in writing of the expected date of delivery/adoption and of their intention to take parental 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 parental leave and the date that the leave will begin.

- 16A.03 Upon completion of the initial probationary period, a Continuing Employee or a Term Employee who will be employed for three (3) or more years without a break in service, who provides the Employer with proof that the Employee has applied for and is eligible to receive Employment Insurance benefits, shall be paid a parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan (S.U.B.).

The Employee's salary will be maintained at ninety-five percent (95%) of regular weekly earnings for up to a period of up to **thirty-seven (37)** weeks parental leave in accordance with the terms of the Supplementary Unemployment Benefit Plan (S.U.B.). This plan allows the Employer to make up the difference between the E.I.C. parental leave benefits and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the E.I.C. parental leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the Employer on the basis of one hundred percent (100%) of salary. An additional **period of unpaid leave consistent with the Employment Standards Act** will be granted upon request.

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 receipt of E.I. benefits and other earnings.

For an Employee who takes both maternity and parental leave, the combined maximum leave period for the S.U.B plan top up shall be **fifty-two (52)** weeks.

- 16A.04 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (57 (13(h) of the E.I. Regulations).
- 16A.05 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

16A.06 Employees must apply for and must be in receipt of employment insurance benefits to receive payments under the plan.

16A.07 An Employee who receives a Parental Leave Allowance is required to return to work at the University for a period of time equivalent to the length of the leave. In the event that the Employee terminates employment prior to completion of this period of time, they shall be required to reimburse the Employer the amount of the Parental Leave Allowance on a pro-rated basis.

The Employer may choose to waive this requirement where circumstances warrant. Examples of circumstances where the Employer may choose to waive this requirement include the transfer of a partner or legitimate health related issues.

16A.08 Following the period of parental leave, the Employee will return to their former position. If this is not possible, they will be placed in an equivalent level of position and will maintain the same pay rate.

16A.09 The weekly top-up payment will be calculated using the weekly EI benefit that would be payable to the Employee (i.e., fifty-five percent (55%)) 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 ninety-five percent (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*.

16A.10 For a Term Employee who qualifies for the parental leave top up and whose Term of employment is scheduled to end during the period of parental 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.

16A.11 Foster to Adoption Leave

For an Employee involved in the foster to adoption of a child, who is deemed ineligible for EI Parental Leave

benefits, the Employer will grant up to five (5) days of leave with pay when the child is received into care.

ARTICLE 17 LEAVE OF ABSENCE WITH PAY

17.01 Bereavement Leave

An Employee may apply for, and shall be granted, bereavement leave with pay in the event of the death of the Employee's mother, father, spouse/**partner**, common-law spouse/**partner**, son, daughter, child for whom the Employee is the legal guardian, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, at their regular rate, for a maximum of five (5) consecutive working days. For this clause step relatives and common-law relatives will be considered the same as blood relatives. For purposes of this article, common law refers to a partner who has been living with the Employee in a spousal relationship for at least the previous twelve (12) consecutive months. The Employee will be granted another consecutive working day off in addition to their regular entitlement under this provision if such day is needed to travel to attend a funeral or related service greater than three hundred (300) km from the Employee's residence. These days shall be taken as a block at the time of death, or at the time of the funeral or memorial service. An additional day shall be granted for interment if the interment is scheduled for a later date.

17.02 An Employee may apply for, and be granted, bereavement leave with pay in the event of the death of the Employee's brother-in-law, sister-in-law, aunt, uncle, aunt-in-law, uncle-in-law, niece, nephew or spouse/**partner's** grandparent at their regular rate for a maximum of one (1) day, provided that the pay shall not be given for a day which falls on a holiday or which does not fall on a regular working day. The same consideration shall be given for other relatives living in the household of the Employee. The Employee will be granted another consecutive working day off in addition to their regular entitlement under this provision if such day is needed to travel to attend a funeral or related service greater than three hundred (300) km from the Employee's residence. These days shall be taken as a block at the time of death, or at the time of the funeral or memorial service. An additional day shall be granted for interment if the interment is scheduled for a later date.

- 17.03 Emergency Leave
Where an Employee is prevented from reporting for work due to circumstances beyond their control, including urgent family situations, emergency leave with pay up to a maximum of one (1) day may be granted by the appropriate Employer's representative in consultation with **People & Culture**. Approval of such leave will not be unreasonably withheld.
- 17.04 Examination Leave
If the Employer requires the Employee to write an examination to improve their qualifications and the Employee is required to be away from their job in order to write the examination, the Employee shall not suffer any loss of pay or seniority for the time absent from the job to write the examination.
- 17.05 Juror or Court Leave
The Employer shall pay an Employee who is required to serve as a juror or 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, the difference between their normal earnings and the payment Employee receives for such service. The Employee shall present proof of service and the amount of pay received. The Employee shall give their supervisor as much notice as possible for court leave.
- 17.06 An Employee who is required to appear in court or coroner's inquest, as provided under Clause 17.05, on a day which is not a regular day of work, for a work-related matter, shall be paid for a minimum of three (3) hours pay at the Employee's overtime rate.
- 17.07 Convocation or Encaenia Leave
In the event that the Employee or a close relative or the **partner** of an Employee is the recipient of a degree at Convocation or Encaenia, at the University of New Brunswick or St. Thomas University, the Employee shall be allowed one (1) day off with pay to attend.
- 17.08 Union Leave
The Employer will grant an accumulated maximum of three hundred and fifty (350) person hours leave of absence with pay to members of Unifor Local 4504 to prepare and negotiate a new Agreement. Any time in excess of three hundred and fifty (350) hours will be charged to Unifor Local 4504 and will be considered as time without pay for the negotiating team.

17.09 Representatives of the Union shall not suffer any loss of pay or benefits for the total time involved in grievance or arbitration procedures as required by Clause 12.09 and/or Clause 13.06.

17.10 Paternity or Adoption Leave

On the occasion of the birth or adoption of a child **or intake of a foster child**, an Employee who is not in receipt of benefits under Articles 16 or 16A shall be granted leave with pay for a maximum of **two (2) days and a further three (3) days of unpaid leave if requested. Such requests will not be unreasonably denied.**

17.11 Pallbearer Leave

An Employee shall receive one-half (½) day leave with pay to serve as an active pallbearer at a funeral. Upon application, the Employer will consider granting reasonable travel time to a maximum of one-half (½) day in addition to the leave granted under this Article.

17.12 General Leave

Employees may be granted leave of absence with pay. Such leaves may include reasonable requests to deal with urgent family situations of short duration.

17.13 Storm Leave

To follow existing UNB Storm Leave Policy.

17.14 First Responder Leave

An Employee who is a registered first responder in a volunteer capacity shall, subject to operational requirements, be granted leave without pay up to eight (8) hours per incident when on first responder duties. The Employee shall continue to accrue seniority while on such leave.

ARTICLE 18 LEAVE OF ABSENCE WITHOUT PAY

18.01 Union Leave

Operational requirements permitting, leave of absence without pay and without loss of seniority will be granted on request, in writing, to the Employer with as much notice as possible in advance of the date of the Convention, or Labour related activities, for Employees, elected or appointed to represent the Union, to attend the Convention or Union related activities. The Union will attempt to hold the total number to not more than forty (40) person days per year. Requests for Union Leave shall not be unreasonably denied.

- 18.02 Operational requirements permitting leave of absence of up to ninety (90) calendar days without pay and without loss of seniority will be granted on request, in writing, to the Employer for an Employee who has been selected or is the successful candidate for a government sponsored course or a course sponsored by any other organization to which the Union is affiliated in labour relations or occupational health and safety. Normally it is expected that notice of ten (10) days shall be given by the Employee, however, in extenuating circumstances it is recognized that such notice is not possible. This will apply to not more than two (2) candidates per year.
- 18.03 Operational requirements permitting and upon application to the Associate Vice-President, **People & Culture**, leave of absence without pay shall be granted to an Employee who is engaged full-time in Union activity. The original period of leave shall not exceed one (1) year but may be extended for a second year if extenuating circumstances exist. During such period of leave the Employee may retain their insured benefits but they will be paid fully by the Employer. No more than one (1) member of the bargaining unit can be given this leave at the same time.
- 18.04 Court Appearance Leave
In the event that an Employee is accused of an offence which requires a court appearance, Employee shall be entitled to leave of absence without pay. In the event that the accused Employee is jailed awaiting a court appearance, the Employee shall be entitled to an automatic leave of absence without pay.
- 18.05 General Leave
Employees may be granted a leave of absence without pay at the discretion of the Employer.
- 18.06 During a leave of absence without pay, the Employee may retain their insured benefits but they will be paid fully by the Employer. Arrangements for prepayment are to be made with **People & Culture**. The Employee will continue to maintain their seniority while on a leave of absence without pay.
- 18.07 Compassionate Care Leave
In accordance with the criteria specified in the *Employment Standards Act*, the Employer shall, upon the request of an Employee, grant the Employee a leave of absence from employment of up to twenty-eight (28) weeks to provide care or support to a person with whom the Employee has a close

family relationship. The Employee will maintain seniority while on compassionate care leave.

18.08 Public Service Leave

The Employer recognizes the right of every Employee to enter political life if so desired.

- (a) 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. Such Employee may request leave without pay preceding or following the campaign period and such request will not be unreasonably denied.
- (b) 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.
- (c) 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.
- (d) If an Employee is unsuccessful in being elected, the Employee is entitled to return to work two (2) weeks after the election or at an earlier date if agreed to by the Employer.
- (e) Where an Employee's involvement in political life interferes with their responsibilities and operational requirements, they shall be offered a leave of absence without pay or they will restrict their political activities.

The Employee will return to their former or a comparable position after the expiry of their public service. The Employee shall give the Employer a minimum of two (2) weeks' notice of their intention of their return to work.

ARTICLE 19 INJURED AT WORK

19.01 All Employees are entitled to the benefits provided by the Accident Fund under the Workers' Compensation Act. In order to expedite claims, it is essential that Employees report immediately any accident that occurs, refer the injury where necessary to a medical practitioner, and complete the necessary documentation.

19.02 The absence of an Employee who is receiving compensation benefits under the Workers' Compensation Act shall not be

charged against the Employee's sick leave or vacation. The Employee shall suffer no loss in seniority.

ARTICLE 20 HOLIDAYS

20.01 In addition to paid vacation, the following shall be paid holidays for Employees:

Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day
New Brunswick Day
Labour Day

Truth and Reconciliation Day (except if it falls on a Saturday or Sunday)

Thanksgiving Day
Remembrance Day (except if it falls on a Saturday or Sunday)
Christmas Eve
Christmas Day
Boxing Day
New Year's Eve
New Year's Day
and any other day duly proclaimed as a New Brunswick or Canadian holiday.

20.02 In the event that any of Canada Day, Christmas Eve, Christmas Day, Boxing Day, New Year's Eve or New Year's Day fall on a Saturday or Sunday, a week day shall be designated as the holiday. The particular day shall normally be the Friday preceding or the Monday following the holiday. The term "designated holiday" shall mean any holiday defined in article 20.01 or the week day designated in its place by this article. The Union will be advised of the holiday schedule.

20.03 Employees shall receive a day's pay at straight time for any of the designated holidays which fall on normally scheduled working days. Where an Employee works on a designated holiday, additional payment will be made at the rate of time and one-half (1/2) for all hours so worked, or time off in lieu thereof.

20.04 A designated holiday does not apply to an Employee who is absent on leave without pay on both the working day

immediately preceding and the working day following the designated holiday.

- 20.05 When a day that is a designated holiday for an Employee falls within a period of vacation leave, the holiday shall not count as a day of leave.
- 20.06 Employees shall be entitled to the same number of holidays as all other members of the bargaining unit.

In the case of Shift Employees for whom the holiday does not fall on a normal work day, another day shall be substituted as the designated holiday.

ARTICLE 21 HOURS OF WORK

- 21.01 The normal work day and work week for Employees is eight (8) hours per day and forty (40) hours per week, normally scheduled in the period of Monday through Friday. However, for some Employees the normal work day and work week is seven and one-quarter (7¼) hours per day and thirty-six and one-quarter (36¼) hours per week or seven (7) hours per day and thirty-five (35) hours per week.

Except for shift workers, the normal work day shall commence after 7:00 a.m. and end before 6:00 p.m. with a one-half (1/2) hour or a one (1) hour unpaid meal period scheduled at an appropriate time.

Work performed outside of the Employee's regular hours of work will be paid at the applicable overtime rate, except for hours worked under article 21.08.

Two (2) breaks of fifteen (15) minutes each will be scheduled daily. The morning break will be from 10:00 a.m. to 10:15 a.m. and the afternoon break will be from 3:00 p.m. to 3:15 p.m. These times can be changed at the discretion of the department manager or their delegate.

A day for pay purposes, is a twenty-four (24) hour period beginning at 12:01 a.m. and ending at 12:00 midnight. A week, for pay purposes, is a seven (7) day period beginning at 12:01 a.m. on Sunday and ending 12:00 midnight on Saturday.

- 21.02 At the occasion when the time changes from Standard Time to Daylight Savings Time, Shift Employees at the Central Heating

Plant working the evening or night shift shall each work eleven (11) hours and be paid for twelve (12) hours at straight time.

At the occasion when the time changes from Daylight Savings Time to Standard Time, Shift Employees at the Central Heating Plant working the evening or night shift shall each work thirteen (13) hours and be paid for twelve (12) hours at straight time and one (1) hour at overtime rates.

- 21.03 The Employer shall prescribe hours of work for Employees and where operational requirements permit, shall post these in advance.
- 21.04 Nothing in this Article shall constitute a guarantee of hours of work.
- 21.05 When operational requirements permit and an Employee requests, an exchange of work for time-off, or time-off for work at straight time rates may be arranged if a mutually agreed time can be arranged between the Employer's representative and the Employee. No time-off shall be taken unless the Employer's representative has previously approved the arrangement.
- 21.06 The Parties agree that the Employer will continue to operate with a twelve (12) hour shift schedule for Shift Operators at the Central Heating Plant subject to the following terms and conditions:
1. The twelve (12) hour shifts will involve working **five hundred and four (504)** hours over a twelve (12) week cycle. The actual hours worked within the twelve (12) week cycle will range from **thirty-six (36)** hours to forty-eight (48) hours weekly depending on the approved roster. However, Shift Operators will be paid for **eighty-four (84)** hours in each bi-weekly pay period. There may need to be adjustments made to the shift schedule as necessary. Shift Operators will normally be notified at least twenty-four (24) hours in advance of a shift change.
 2. Overtime hours will be defined as those hours worked in excess of the **five hundred and four (504)** hours scheduled during the full twelve (12) week cycle and will be paid on those hours worked in excess of the Shift Operator's normal hours of work as scheduled on the approved roster. Overtime will normally be paid on the pay date following submission of the appropriate forms.

3. A vacation day will be the equivalent of eight (8) paid hours (to use vacation credits for a twelve (12) hour day will mean requesting **twelve (12) hours of vacation leave**).
4. Sick leave will be as per Article 15 of the Collective Agreement (to use sick leave for a twelve (12) hour day will mean requesting **twelve (12) hours of sick leave**).
5. Vacation carry-over will be for up to eighty (80) hours.
6. **For Other Leaves as described in Articles 17 and 18, if the leave is for "one day" it shall mean "one shift". If the leave is for more than "one day", then it shall be based on hours with "one day" being the equivalent of eight hours.**
7. For those Employees other than a Shift Operator required to replace an absent Shift Operator, overtime will be paid for those hours worked in excess of forty (40) per week unless the Employee is assigned to the absent Shift Operator's shift for four (4) days or more in which case overtime will be paid only if the average weekly hours for the time worked as a Shift Operator exceed **forty-two (42)**.
8. During the twelve (12) hour shift, Employees will be scheduled for two (2) on-site thirty (30) minute paid rest periods. During those rest periods, the Employee will be required to check plant operations when required and respond to situations requiring immediate attention.
9. During a twelve (12) week cycle, Shift Operators will normally be paid for **five hundred and four (504)** hours. Where a Shift Operator is scheduled to work on a paid holiday (as defined in Article 20.01), Employee will receive, in addition to regular earnings for the twelve (12) hours worked, overtime pay to a maximum of eight (8) hours at the time and one-half ($\frac{1}{2}$) rate or time off in lieu thereof.
10. Shift Operators shall be entitled to the same number of holidays as all other members of the bargaining unit. In the case of Shift Operators for whom the holiday does not fall on a normal work day, another day shall be designated as the statutory holiday.
11. On the occasion when the time changes from Standard Time to Daylight Savings Time, Shift Operators working the night shift shall work eleven (11) hours and be paid for twelve (12) hours at straight time.
12. On the occasion when the time changes from Daylight Savings Time to Standard Time, Shift Operators working the night shift shall work thirteen (13) hours and be paid for twelve (12) hours at straight time and one (1) hour at overtime rates.

21.07 The Parties agree that the Employer will continue a twelve (12) hour shift schedule for most Security Patrol shifts at the Department of Security and Traffic subject to the following terms and conditions.

1. The proposed twelve (12) hour shifts will involve working one hundred and sixty (160) hours over a four (4) week cycle. The actual hours worked within the four (4) week cycle will range from thirty-six (36) hours to forty-eight (48) hours weekly depending on the approved roster. However, Security Patrol Employees will be paid for eighty (80) hours in each bi-weekly pay period. There may need to be adjustments made to the shift schedule as necessary. Security Patrol will normally be notified at least twenty-four (24) hours in advance of a shift change.
2. Overtime hours will be defined as those hours worked in excess of the one hundred and sixty (160) hours scheduled during the full four (4) week cycle and will be paid on those hours worked in excess of the Security Patrol's normal hours of work as scheduled on the approved roster. Overtime will normally be paid on the pay date following submission of the appropriate forms.
3. A vacation day will be the equivalent of eight (8) paid hours (to use vacation credits for a twelve (12) hour day will mean requesting one and one-half (1½) vacation days).
4. Sick leave will be as per Article 15 of the Collective Agreement (to use sick leave for a twelve (12) hour day will mean requesting one and one-half (1-½) days of sick leave).
5. Subject to Article 14.09, vacation carry-over will normally be for up to eighty (80) hours.
6. **For Other Leaves as described in Articles 17 and 18, if the leave is for "one day" it shall mean "one shift". If the leave is for more than "one day", then it shall be based on hours with "one day" being the equivalent of eight (8) hours.**
7. During the twelve (12) hour shift, Employees will be scheduled for two (2) on-site thirty (30) minute paid rest periods. During those rest periods, the Employee will be on-call and required to respond to situations requiring immediate attention. For purposes of this clause, "on-site" means on the UNB Campus.
8. During a four (4) week cycle, Security Patrol Employees will normally be paid for one hundred and sixty (160) hours. Where a Security Patrol is scheduled to work on a paid holiday (as defined in Article 20.01), Employee will

receive, in addition to regular earnings for the twelve (12) hours worked, overtime pay to a maximum of eight (8) hours at the time and one-half ($\frac{1}{2}$) rate or time off in lieu thereof.

9. Security Patrol Employees shall be entitled to the same number of holidays as all other members of the bargaining unit.
In the case of Security Patrol Employees for whom the holiday does not fall on a normal work day, another day shall be designated as the statutory holiday.
10. On the occasion when the time changes from Standard Time to Daylight Savings Time, a Security Patrol Employee working the night shift shall work eleven (11) hours and be paid for twelve (12) hours at straight time.
11. On the occasion when the time changes from Daylight Savings Time to Standard Time, a Security Patrol Employee working the night shift shall work thirteen (13) hours and be paid for twelve (12) hours at straight time and one (1) hour at overtime rates.

21.08 Notification of shift change due to unforeseen circumstances.

When the Employer provides a minimum of ten (10) hours' notice prior to the start time of the new shift, the Employee will be paid straight time for the first eight (8) hours worked and will be provided with a one half ($\frac{1}{2}$) hour unpaid meal break. Time worked beyond eight (8) hours will be compensated at the rate of time and one half ($\frac{1}{2}$).

Due to this article applying to unforeseen circumstances, these shifts will only be scheduled one (1) at a time and not in multiple shifts. The Employer is required to provide the applicable notice for each individual shift.

If, due to extenuating circumstances, an Employee is unable to work the new shift then these situations will be dealt with on a case by case basis.

- 21.09 Employees will be allowed to work up to sixteen (16) consecutive hours in a day at the applicable regular and/or overtime rate of pay. Any work in excess of sixteen (16) consecutive hours will receive, after the sixteenth (16th) hour of work, pay at a rate of double (2x) time their regular hourly rate of pay for all hours worked in excess of the sixteen (16) hours noted above.

ARTICLE 22 OVERTIME

- 22.01 Hours worked by Employees in excess of their normal working hours, as defined in Clause 21.01, shall constitute overtime hours.
- 22.02 Overtime must be authorized in advance by the Employer. Within the feasibility of operational requirements and immediate 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.
- 22.03 Overtime hours shall be paid at the rate of time and one-half (½) or may be granted as equivalent time off to the overtime rate, at a mutually agreed time. The Employee may choose pay or time off. Where the time cannot be scheduled and taken within **nine (9)** months of the time being worked, payment shall be made unless the Department authorizes an extension. When overtime is paid out, it shall be at the rate of pay when the overtime was worked.

If the Employee's intention is to receive pay for the overtime worked, the overtime pay shall be paid out during the paid period for which the time was worked.

- 22.04 Minimum call out time shall be three (3) hours at time and one-half (½). A callout will be to deal with immediate situation(s) as opposed to regular maintenance or administrative duties that do not pertain to the immediate situation(s).

In the event more than one (1) immediate situation arises while the Employee is on site, and within the three (3) hour call out period, the Employee shall be paid for one (1) call out. **The time of the call out shall begin upon site arrival. If the call out is not adjoining to the Employee's scheduled shift, mileage will be paid round-trip from the Employee's home to the workplace at the Employer's prevailing mileage rate.**

- 22.05 The Employer will provide meals to Employees working overtime when:
- (a) an Employee is called in two (2) hours or more prior to their regular shift and the Employee is required to continue working until the beginning of the shift, the Employee will be provided with a meal allowance and

up to thirty (30) minutes paid time provided for the Employee to obtain a meal if required. A meal allowance will be provided for every four (4) hours of work to a maximum of six (6) meal allowances if working two (2) overtime shifts.

- (b) when the Employee is required to work for two (2) hours or more after their regular shift, a meal allowance will be issued and up to thirty (30) minutes paid time provided for the Employee to obtain a meal if required. A meal allowance will be provided for every four (4) hours of work to a maximum of six (6) meal allowances if working two (2) overtime shifts.

- 22.06 When an Employee is called in or scheduled with less than eighteen (18) hours notice to work on a normal day of rest, they will be paid a meal allowance for every consecutive four (4) hours of overtime worked. Thirty (30) minutes paid time will be allowed for each meal allowance.
- 22.07 It is also understood there may be exceptions to the above when the Employer may provide meals to minimize inconvenience to Employees who have been required to work overtime.
- 22.08 The Employer's Daily Meal Allowance rates shall apply to those meal times where the Employee is required to travel outside the City of Fredericton on the Employer's business. These rates shall be posted in appropriate areas.
- 22.09 Each meal allowance issued under this article is valued at **fifteen** dollars (\$**15.00**). A maximum of six (6) meal allowances if working two (2) overtime shifts.
- 22.10 In the event of a storm **or emergency closure lasting twenty-four (24) hours or less**, Employees who are required by the Employer to **remain at** or report to **their regular on-campus worksite on the day that the closure begins** shall, in addition to their regular wage, be compensated at the straight time rate of pay for an equivalent number of hours as was granted in leave to full time day shift workers **who work 8:15 am – 4:30 pm (winter hours) and 7:45 am – 4:00 pm (summer hours)**.

ARTICLE 23 EMPLOYMENT OPPORTUNITIES

23.01 Employment Opportunities, for any position vacancy within the bargaining unit, shall normally be posted on the Employer's website, for a minimum of seven (7) working days, and the position requirements shall be relevant to the position duties. However, if the position is to be filled by an Employee about to be laid off or recalled from lay-off, then the Employer may fill the position without posting.

Applications for posted positions are to be submitted to the Office of **People & Culture** on the form provided by the Employer. Applications that were not prepared and sent prior to the competition closing will only be accepted if the Union and the Employer agree to accept the application.

23.01A If a bargaining unit Employee is the successful applicant for a position within the Employer that is outside the Bargaining Unit, and does not successfully complete the trial period, the Employee shall revert to their previous position and other Employees shall revert as necessary.

23.01B An Employee who is the successful applicant in a position vacancy may have a trial period of a maximum of one hundred and twenty (120) days worked and if Employee is not confirmed in that new position within such period Employee shall revert to their former position and other Employees shall revert as may be necessary.

In the event the Employee is not confirmed in the new position and their former position was a term position, the Employee can only revert to their former position if the former term position has not ended. If the term has ended, the Employee's employment with the Employer shall be terminated.

23.02 Selection for a posted position shall be made on the basis of qualifications, skill and ability. When these characteristics are equal, the deciding factor shall be seniority as defined in Clause 10.01.

23.02A Should a member of the Bargaining Unit apply for a vacant Bargaining Unit position and that member have the qualifications, skill and ability to perform the duties, that Employee shall be granted an interview. In the event that a large number (i.e. more than six (6)) of the Bargaining Unit applicants have the qualifications, skill and ability to perform

the duties, the Employer will only be obligated to interview a minimum of six (6) such applicants.

23.03 Each successful applicant shall receive an appointment letter setting out the terms of the appointment. Letters of appointment shall include the web site address of the collective agreement and contact information for the Union office.

23.03A Any person hired in a posted position vacancy that is contested through the Grievance and Arbitration process will not be confirmed in the position until the dispute is settled. Should the grievor be successful in either the Grievance or Arbitration process, the original successful applicant will be removed from that position.

If the original successful applicant comes from within the Bargaining Unit, they shall revert to their previous position and other Employees shall revert as necessary.

23.04 Should the Union wish to obtain further information concerning the filling of a posted vacancy, then a meeting will be arranged with the **Recruitment & Employee Experience Manager, People & Culture** where all internal applications will be reviewed. Copies of internal applications will be provided to the Union upon request. If the successful applicant comes from outside the bargaining unit, a copy of the application will be provided to the Union upon request.

23.05 When the Employer upgrades a part-time bargaining unit position to full-time hours the incumbent working in that position will be offered the upgrade without a competition.

23.05A When the Employer converts a full-time term position to a full-time 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. Such approval will not be unreasonably withheld.

23.05B When the Employer converts an externally funded position to an operating budget position, the incumbent who has been working in the position will be offered the position without a competition.

23.06 Should the Employer decide not to fill a posted Bargaining Unit position, the Employer will notify the Bargaining Unit within

twenty (20) working days of the posted closing date of the competition (See Appendix G #2).

- 23.06A When a vacancy occurs within the bargaining unit, the Employer will notify the Unifor Local 4504 within twenty (20) working days of the vacancy being created (See Appendix G #1).
- 23.07 The parties recognize the benefit of providing Employees of the bargaining unit with opportunities to move into other bargaining unit positions on a temporary basis. Regular full-time and regular part-time Employees will be considered for bargaining unit term positions of twelve (12) months or longer.
- 23.07A Employees will maintain their Unifor Local 4504 status while in a temporary position.
- 23.07B At the end of a temporary position, the Employee will return to their regular position.

ARTICLE 24 CONFLICT OF INTEREST

- 24.01 It is understood and agreed that an appointment, transfer or promotion shall not be made where a candidate may be placed in a position where the conditions of employment or any other matter affecting employment may create a potential conflict of interest. The decision to deny the appointment, transfer or promotion on this basis shall be made by the appropriate Vice-President.

ARTICLE 25 LAY-OFF

- 25.01 In the event that the Employer discontinues a position or positions in a particular job classification, then the Employees with the least seniority (as defined by Clause 10.01) shall be laid off first. However, if these Employees have more seniority, and they are qualified for the positions, then they may elect to **bump employees with lesser seniority in equivalent or lower classifications** (with that applicable pay rate) as identified by the Employer and the Employees with the least seniority shall be laid off.

In the event that a vacancy occurs within the bargaining unit, for which an Employee who is about to be laid off is qualified,

then the Employer, **with the agreement of the union and the affected Employee**, may transfer this Employee without posting the job.

In a situation where an Employee **has been** transferred to another position, either through a vacancy or displacement, **a period of familiarization will be provided** and there will be a trial period of up to **sixty (60)** days worked in the new job. If the Employee is not successful **in the new position**, then **the** Employee will be laid off.

- 25.02 Recall shall occur in the reverse order of lay-off, as stated in Clause 25.01. The Employer shall notify the Union when an Employee is being recalled under this Article. The Employer will contact the Employee by telephone and registered mail, with a copy provided to the Union. If the Employee does not contact the Department of **People & Culture** to respond to the recall within seventy-two (72) hours of the date of the registered mail, the right of recall is abandoned.
- 25.03 The Employer will give the Union and the Employee a minimum notice of two (2) months if it intends to discontinue a position.
- An Employee who is to be laid off as a result of a position discontinuance will receive a minimum of three (3) weeks' notice or pay in lieu thereof.
- 25.04 Reasons for Lay-off - The Employer shall provide the Employee with reasons in writing concerning why the lay-off is occurring. A copy shall be forwarded to the Union at the same time.
- 25.05 Benefits on Lay-off - Employees who are laid off under the provisions of this Agreement shall have the right to maintain their insured benefit coverage until the recall period has elapsed. During this time the Employer shall pay the total premiums of the Group Health Insurance Plan, Group Dental Plan and the Group Life Insurance Plan for those Employees concerned.
- 25.06 An Employee laid off shall be eligible for recall for a period of twelve (12) months from the date of lay-off.
- 25.07 **If an Employee is qualified for any vacant positions in Unifor Local 4504 bargaining units, they will be allowed to move into a position in the other unit however seniority would not cross bargaining units.**

In the situation where the Employee is transferred to a vacant position, a period of familiarization will be provided and there will be a trial period of sixty (60) days worked in the new job. If the Employee is not successful in the new position, then the Employee will be laid off.

- 25.08 The provisions contained within Article 25 do not apply to Employees referred to in Articles 1.01 (j) and 1.01 (k). Full-time and part-time term Employees will receive three (3) weeks' notice or pay in lieu if their employment is discontinued before the specified end date of the term.

ARTICLE 26 RETIREMENT

- 26.01 Normal Retirement Date (NDR) - shall be June 30th following an Employee's sixty-fifth (65) birthday.
- 26.02 Employees may retire at any time after reaching fifty-five (55) years of age and having completed five (5) years of service at UNB.
- 26.03 An Employee who wishes to work beyond their Normal Retirement Date, shall request to do so by writing to the Associate Vice-President, **People & Culture** at least six (6) months before their NRD. Such a request will not be unreasonably denied.
- 26.04 An Employee who remains at work in their position beyond their normal retirement date:
1. Shall continue to make pension contributions in accordance with the terms of the NBPSPP.
 2. Will be eligible to participate in the Group Supplementary Health Insurance Plan on the same basis as UNB retirees.
 3. Will be eligible to participate in the NB Seniors Drug Program and the NB Civil Services Retirees dental program on the same basis as UNB retirees.

Will be ineligible to participate in all other UNB group benefits plan (including the Prescription Drug component of the Group Health plan, the Group Dental plan, the Group Life Insurance plan, the Group Family Protection Benefit plan, the Group Long-Term Disability plan, the Optional Group Life plan, the Optional AD&D plan, the Optional Group Critical Care plan).

ARTICLE 27 RETIREMENT ALLOWANCE

27.01 (i) When a regular full-time Employee, hired before July 1, 2018 and having continuous full-time service of five (5) years or more, dies or retires on or before reaching the mandatory retirement date, 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. This shall be paid as a lump sum upon retirement at the Employee's regular rate of pay. Credits for retirement allowance do not accumulate during periods of leave of absences without pay.

(ii) An Employee who remains at work beyond their Normal Retirement Date shall receive fifty percent (50%) of their normal retirement allowance if they retire within one (1) year of their Normal Retirement Date. An Employee who remains at work for more than one (1) year, beyond their Normal Retirement Date, will not receive a retirement allowance.

27.01A When a regular, full-time Employee having continuous full-time service of five (5) years or more accepts a regular part-time or renewable full-time term position, the Employee shall remain eligible for Retirement Allowance as described in Article 27. The Employee's years of service after accepting the part-time or renewable term position will be calculated on the basis of regular hours worked.

27.02 When a regular full-time Employee having continuous full-time service of five (5) years or more is laid off, the Employer shall pay an allowance equal to five (5) days' pay for each full year of service but not exceeding one hundred and twenty-five (125) days' pay which shall be paid in a lump sum on the first pay following twelve (12) months of continuous layoff (see Article 10.03). This allowance shall be calculated on the Employee's regular rate of pay at the time of layoff. Credits for lay-off allowance do not accumulate during periods of leave of absence without pay.

ARTICLE 28 PENSION

28.01 Effective January 1, 2014, participation in the *New Brunswick Public Service Pension Plan* is mandatory for:

- Full-time regular Employees;

- Term Employees;
- Part-time Employees who were previously contributing to the *Public Service Superannuation Act* pension plan (the "PSSA");
- All other Employees (e.g. part-time or renewable term Employees) who;
- Have a minimum of twenty-four (24) months of continuous employment; and
- Have earned at least 35% of the YMPE (Year's Maximum Pensionable Earnings) in each of the prior two (2) consecutive calendar years.

ARTICLE 29 BENEFIT PLANS

29.01 Details of the following benefit plans are available from the Office of **People & Culture**:

New Brunswick Public Service Pension Plan, (see Article 28) Group Health Insurance Plan, Group Life Insurance Plan, Group Dental Insurance Plan, Group Long-Term Disability Plan, Group Accident Insurance Plan,

Please refer to Appendix A.

- 29.02 The Employer agrees to continue the Fringe Benefits Review Committee, which will meet a minimum of one (1) time per year. The Union appoints one (1) representative to this Committee. The Employer is responsible for advising the Union Representative of the time and place of Committee meetings and for arranging time off work for Employees to attend. The Union will receive a copy of the minutes of the Committee meetings.
- 29.03 The Employer agrees to maintain an equivalent level of insured benefits, in effect the date of signing of this agreement, during the term of this Collective Agreement. This shall also mean that where there is mutual agreement between the Parties, the level of insured benefits may be adjusted.

ARTICLE 30 PREMIUM SHARING

30.01 The total of the premiums for the Group Health Insurance Plan, Group Life Insurance Plan, Group Dental Plan and Group Long- Term Disability Plan are shared on an equal basis by the Employer and the Employee.

ARTICLE 31 TRAINING, DEVELOPMENT AND RETRAINING

- 31.01 Regular full-time and term full-time Employees have access to the Staff Training, Development and Tuition Benefit Policy and Procedure and to the Policy and Procedure on Study Leave. These are attached to this Collective Agreement as Appendix B and C respectively for information and reference purposes.
- 31.02 In the event that the Employer introduces new equipment which results in the requirement for retraining of Employees, then the Employer will provide an opportunity for such retraining. During the retraining period the Employee will not suffer a loss of regular wages.

ARTICLE 31A TECHNOLOGICAL CHANGE

31A.01 Definition

A change in the Employer's operation directly related to the introduction of equipment or material which will result in changes in the employment status or major changes in working conditions and position duties of Employees.

31A.02 Notice

The Employer will, except for unexpected developments, give the Union written notice of technological change. A minimum notice of ninety (90) days will be given.

31A.03 Content

The notice will provide information regarding the nature of the technological change and the Employees who will be affected, and any expected impact to the duties that they perform.

ARTICLE 32 HEALTH AND SAFETY

- 32.01 The Employer and the Employees shall comply with all of the provisions of the *New Brunswick Occupational Safety Act and Regulations* which apply to them, and other pertinent health and safety legislation.
- 32.02 The Employer will continue to make all reasonable provisions for the occupational safety and health of Employees. The Employer will welcome practical suggestions on the subject

from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

32.03 The Employer will pay an amount of one hundred and **seventy-five dollars** (\$175.00) to every Employee effective October 1, **2022**, one hundred and **eighty** dollars (\$180.00) on October 1, **2023**, one hundred and **ninety** dollars (\$190.00) on October 1, **2024 and one hundred and ninety dollars (\$190.00) on October 1, 2025** on condition that all Employees shall obtain and wear approved safety footwear at all times while at work that is appropriate to their role and/or appropriate to the weather conditions.

32.03A Labourers **and Operations/Grounds crew** who regularly work on the asphalt paving crews, Foreperson Cleaner and Cleaner 2s who strip floors will receive one (1) additional safety footwear allowance of one hundred and **seventy-five** dollars (\$175.00) during the life of this agreement. The amount will be paid effective October 1, **2022**.

32.03B Employees in the Arena Attendant 1, Arena Attendant 2, or Arena Attendant Foreperson classifications will receive one (1) additional safety footwear allowance of one hundred and seventy-five dollars (\$175.00) during the life of this agreement for the purpose of purchasing safety-certified rubber boots. The amount will be paid effective October 1, 2022.

32.04 The Employer will supply uniforms for Employees in the Cleaner 1 classification and provide for the laundering of same.

- 32.05
- a) The Employer will provide up to two (2) sets of coveralls annually to Heavy Equipment Operators, Welders, Auto Mechanics, Shift Operators 1, Shift Operators 2, Shift Operators Maintenance, Maintenance Engineers and Truck/Tractor Operators.
 - b) The Employer will ensure that a supply of coveralls are available on a pool basis for Employees, other than those referred to in Clause 32.05 (a), whose duties may, on occasion, require such protective clothing be worn.
 - c) The Employer will pay a winter clothing allowance in

the amount of **ninety** dollars (**\$90.00**) to the Equipment Operators, Labourers and **Operations/Grounds crew** who work on the snow clearing operations crew, **CHP Maintenance**, and Shift Operators 1 (SO1s) and Shift Operators 2 (SO2s) effective October 1, **2022** and each subsequent October 1 during the lifetime of this collective agreement.

- d) The Foreperson Cleaner and Cleaner 2s who are responsible for snow removal and Book Store Receiving and Shipping Clerk 2 and Book Store Receiving and Shipping Clerk 1 shall receive one (1) winter clothing allowance in the amount of **ninety** dollars (**\$90.00**) during the life of this agreement. The amount will be paid effective October 1, **2022**.

- 32.06 The Employer agrees that if any office of the provincial or federal governments issues a health and safety alert concerning any product or technique which any Employee is required to use on their job, the Employee will have the right to refuse to use this product or technique and shall not be subject to any disciplinary action, and shall not be required to resume work until all of the recommended procedures have been implemented to make the job safe.
- 32.07 The Employees in the classifications of Painter & Decorator, Spray & Sign, Foreperson Painter, Offset Machine Operator 2, Offset Machine Operator 3, Pressman & Offset Press Operator, Receiving and Shipping Clerk 1 (Print Services), and Utility Worker 2 (HIL) will each receive a clothing allowance of **ninety dollars (\$90.00)** annually. The first payment will be made effective October 1, **2022** and subsequent payments will be made effective October 1, **2023**, October 1, **2024**, and **October 1, 2025**.
- 32.08 (a) The Employer shall provide each new Security Patrol personnel with the following initial allotment of uniform.
- One (1) – Baseball Cap
 - One (1) – Tuque (winter)
 - Four (4) – Shirts – 2 long sleeve, 2 short sleeve
 - Two (2) – Pair of Pants
 - One (1) – Patrol Jacket
 - One (1) – Winter Coat
 - One (1) – Black mock neck shirt
 - One (1) – Pair of Puncture and Protective Gloves

One (1) properly fitted body armor

In addition:

- (b) Employees of Security & Traffic are expected to wear a clean, complete, well maintained, and properly fitting uniform provided by the Employer.**
- (c) All Employees who are required to wear Employer duty uniforms shall have any required uniform adjustments and alterations paid for by the Employer, through a tailor authorized by the Employer to perform such services.**
- (d) Cleaning of uniforms including dry cleaning is normally the responsibility of the Employee but may be paid by the Employer under exceptional circumstances where the uniform has become soiled or stained, due to on duty incidents beyond the control of the Employee.**
- (e) Uniform items have an expected life expectancy based on the chart in (g). Employees can request replacement uniform at any time based on normal life expectancy as needed. If a uniform article becomes damaged or unserviceable prior to the end of its normal life expectancy, or, if the Employee has significant weight loss or gain prior to the normal life expectancy, the required articles of uniform will be replaced by the Employer, but, may require a written explanation from the Employee for the replacement.**
- (f) Employees will be asked annually by July 1st for current sizes and anticipated uniform needs to ensure the Employer has sufficient stock on hand and can benefit from the cost savings of bulk purchasing.**
- (g) Approved uniform items will have an expected life cycle for normal replacement as follows:**

Uniform Life Cycle chart

Baseball Cap – 3 years

Touque – 3 years

Shirts (long sleeve or short sleeve) – 1 year
Black mock neck shirt – 1 year
Uniform pants – 1 year
Jacket – 5 years
Parka – 5 years
Puncture resistant gloves – 5 years
Body armour (panels and carrier) – 5 years

ARTICLE 33 JOINT CONSULTATION

33.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and may hold joint meetings as required to discuss Union or Employer concerns. The time, date and location of these meetings shall be jointly agreed.

The parties agree that such meetings are for meaningful consultation on matters of mutual interest.

33.02 The representatives attending such meetings shall not have the power to alter, amend, add to, or modify the terms of this Agreement.

33.03 Employees attending these joint consultation meetings shall suffer no loss of pay for time spent to attend these meetings.

ARTICLE 34 CORRESPONDENCE

34.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by mail as follows:

To the Employer:
Associate Vice-President, **People & Culture**
University of New Brunswick Fredericton, N.B.
E3B 5A3

To the Union:
The President
Unifor Local 4504
Marshall d'Avray Hall, Room 329
University of New Brunswick Fredericton, N.B.
E3B 5A3

ARTICLE 35 TEMPORARY ASSIGNMENT

- 35.01 An Employee who is temporarily assigned from their regular job for one-half (1/2) day or more shall be paid the standard hourly rate of the job to which Employee has been transferred effective from the time of such transfer, provided such rate is not less than that of their regular job, and provided further the Employee assumes full responsibility of the job under normal supervision. If the temporary assignment exceeds a time period of one hundred and eighty (180) calendar days, with the exception of assignments replacing Employees on sick leave, long-term disability or maternity, adoption and child care leave, that Employee shall be appointed to that higher classification. Employees selected for such temporary assignments shall be selected within the Department on the basis of qualifications, skill and ability. Where these are equal, the deciding factor shall be seniority as defined in Clause 10.01.
- 35.02 Employees selected for temporary assignments in positions with a salary range shall have their salary adjusted by five percent (5%) for the period worked or to the minimum of the salary range of the higher pay level, whichever is greater.
- 35.03 An Employee who takes vacation or sick leave while on a temporary assignment in accordance with Article 35.01 shall be paid at the rate of their regular position, not at the higher rate of pay.

ARTICLE 36 SALARY ADMINISTRATION

- 36.01 The Employer agrees to pay and the Union agrees to accept, for the terms of this Agreement, the schedule of pay as set out in the Salary Schedule attached to and forming part of this Agreement. The said rates are applicable only to regular earnings of Employees employed on or after the date of signing of this Agreement and to regular Employees who have retired or died since October 1, **2021**.
- 36.02 On October 1, **2021**, October 1, **2022**, **October 1, 2023** and October 1, **2024**, members of the Audio-Visual Group not at their salary ceiling will receive a progress-through-the-range (PTR) adjustment of up to four percent (4%) of their hourly rate. No Employee shall be adjusted beyond the maximum of their classification as shown in the Salary Schedule. This means that the progress-through-the-range can vary from

zero percent (0%) to four percent (4%). Employees hired after any of the dates mentioned above are not eligible for the PTR adjustment due on that date. Employees hired prior to any of the dates mentioned above are eligible for a prorated portion of the PTR adjustment due on that date. Prorated PTR adjustments shall be one percent (1%) for more than one (1) month but less than three (3) months, two percent (2%) for three (3) months but less than six (6) months, three percent (3%) for six (6) months but less than nine (9) months and four percent (4%) for nine (9) months or more of service.

- 36.02A Should a Department wish to withhold some or all of the October 1st experience adjustment (PTR) for an Employee whose performance has not been fully satisfactory, **People & Culture** must be consulted and a meeting held no less than four (4) months prior to July 1st with the Employee and the Union prior to a final decision being made. The final decision shall be documented in writing and become part of the Employee's Personnel file, together with the Employee's reply (if any) as per Article 9.

In the event that the performance concern has arisen less than four (4) months prior to October 1st, the meeting must occur within ten (10) working days of the Employer's expression of concern.

An Employee who was not granted a full PTR but who demonstrates sustained improvement to a satisfactory level shall be eligible to receive the remainder of the PTR on the next January 1st and shall be eligible for the normal PTR on the next October 1st.

An Employee who was not granted any PTR but who demonstrates sustained improvement to a satisfactory level shall be eligible to receive half the normal PTR on the next January 1st and shall be eligible for the normal PTR on the next October 1st.

- 36.03 Employees will have access to an electronic itemized statement with their pay showing all earned wages and deductions from their pay. Employees who request a written statement of earnings and deductions on an on-going basis, are to receive a written statement.
- 36.04 All new Employees will be paid on the bank deposit payroll system. New Employees will advise the Employer of their

financial institution account number in which they wish to have their pay deposited.

- 36.05 Pay day for Employees shall be every second Friday for the preceding two (2) weeks.
- 36.06 Employees authorized to use their personally owned motor cars on an expense account basis will be paid at the Employer's prevailing mileage rate plus **twelve cents (12¢)**/km for on-campus or travel in Fredericton. Monthly car allowance may be paid to certain appointments where duty transportation facilities are not provided by the Employer. The extent of the allowance will vary with the usage pattern.
- 36.07 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 payroll deduction over sixteen (16) pay periods or to the end of April, whichever comes first. For four (4) month and eight (8) month permits, the maximum number of pay periods is eight (8) or to the end of April, whichever comes first.
- 36.08 When an Employee previously authorizes, the Employer shall deduct the cost of a Urec membership purchased through payroll deduction over the applicable pay period twelve (12) month membership over twenty-four (24) pay periods; four (4) month membership over eight (8) pay period.
- 36.09 For Employees in positions with a salary range, when the Employer makes a substantial change to their duties, the Employee may request a review of the salary range by completing the Employer's approved form.

The Employer will consult with the Union and may then set a new salary range.

If the Union does not agree with the salary range set forth by the Employer, the Union shall advise the Employer in writing of their disagreement and the matter will be moved to the next round of bargaining.

Any adjustment to the wage rate made during collective bargaining as a result of this change, will be retroactive to the date of the letter provided by the Union declaring such disagreement.

ARTICLE 37 SHIFT PREMIUM

- 37.01 Effective the date of signing any Employee, other than Security Patrol or Security Supervisor, who is assigned to a shift other than the normal day time shift and the majority of whose hours are scheduled between 6:00 p.m. and 6:00 a.m., shall receive a shift differential **of one dollar five cents (\$1.05)** per hour for year one (1) and **one dollar fifteen cents (\$1.15)** for year two (2) of this collective agreement; and **one dollar twenty cents (\$1.20)** per hour for the third **and fourth** year of this collective agreement.
- 37.01A The Facilities Supervisor, Security Patrol and Security Supervisor hourly rate of pay has been determined to include shift differential.
- 37.01B On each pay, the shift premium for the Shift Operator classifications is automatically calculated by multiplying half of the bi-weekly hours (i.e., forty (40) hours) to the amount of the shift premium.

ARTICLE 38 DURATION AND TERMINATION

- 38.01 This Agreement shall come into force on the date of signing, other than the special provisions for wages as provided in Article 36, and shall expire on September 30, **2025**, provided however, that where notice to bargain has been given by either party in accordance with Section 33 of the *Industrial Relations Act* with a view to the renewal or revision of this Agreement or the making of a new Agreement, this Agreement shall continue in full force and effect until:
- (a) a renewal or revision of this Agreement or a new Agreement is signed; or
 - (b) a lawful strike or lockout occurs in accordance with the provision of the *Industrial Relations Act*.
- 38.02 Further to Article 38.01, the Parties agree that the Union or the Employer may provide notice to bargain and initiate bargaining no sooner than ninety (90) days prior to expiry of the agreement, and no later than thirty (30) days prior to expiry of the agreement.

ARTICLE 39 MEMORANDUMS OF AGREEMENT AND
 UNDERSTANDING

39.01 Memorandums of Agreement and Memorandums of Understanding to this agreement shall become part of this Collective Agreement.

39.01A Where Memorandums of Agreement and Memorandums of Understanding are agreed to by the Parties hereto during the term of this Collective Agreement, they shall be signed for the Employer by the Vice-President (Administration and Finance) or their designate and for the Union by the President of the Union and one other member of the Executive Board.

SIGNATURES
THIS COLLECTIVE AGREEMENT SIGNED AT FREDERICTON; N.B. THIS
____ DAY OF _____, 2023

UNIVERSITY OF NEW
BRUNSWICK

UNIFOR LOCAL 4504

PAUL J. MAZEROLLE

MIKE MACMULLIN

PETER MCDOUGALL

ERNIE CAISSIE

JEFF SHARPE

KAREN ANNETT

DON ALLEN

LORI AUDET-MARTEL

SHAWNA BERGIN

DONNIE HOLLAND

WHITNEY BROWN

BLAKE LAVIGNE

ALI FERRIS

NICOLE LYONS-MACFARLANE

ANGELA GARNETT

MARTIN MCQUILLAN

TOM GILMORE

JENNIFER MEADE

MELANIE NASON

TERRY PARSONS

STEPHEN TORUNSKI

KEVIN STAPLES

PAY SCHEDULE GENERAL LABOUR, TRADES AND ALLIED SERVICES

Classifications	Oct. 1 2021	Oct. 1 2022	Oct. 1 2023	Oct. 1 2024
<u>General Labour & Related</u>				
Cleaner 1	20.05	20.75	21.48	22.24
Cleaner 2	20.64	21.37	22.12	22.90
Labourer	20.64	21.37	22.12	22.90
Assist Build. Superintend	20.64	21.37	22.12	22.90
Utility Maintenance Work	20.92	21.66	22.42	23.21
Arena Attendant 1	20.92	21.66	22.42	23.21
Arena Attendant 2	22.52	23.31	24.13	24.98
Foreperson Cleaner	21.53	22.29	23.07	23.88
Utility Worker 2	21.68	22.44	23.23	24.05
Foreperson Arena Attendant	24.78	25.65	26.55	27.48
Building Superintendent	22.58	23.37	24.19	25.04
Library Facilities Coord.	23.60	24.43	25.29	26.18
Residence Oper. Coord.	23.60	24.43	25.29	26.18
<u>Equipment Operator</u>				
Truck/Tractor Operator	21.85	22.62	23.42	24.24
Gardener Tractor Operator	22.52	23.31	24.13	24.98
Heavy Equipment Operator	22.52	23.31	24.13	24.98
Operations Foreperson	27.02	27.97	28.95	29.97
<u>Stores and Related</u>				
Rec. & Shipping Clerk 1	21.14	21.88	22.65	23.45
Stores Clerk	21.44	22.19	22.97	23.78
Facilities Supervisor	22.26	23.04	23.85	24.69
Rec. & Shipping Clerk 2	22.85	23.65	24.48	25.34
Storekeeper 2	24.96	25.84	26.75	27.69
<u>Graphics Group</u>				
Pressrm & Offset Press Op	24.01	24.85	25.72	26.62
Desktop Publisher	24.58	25.44	26.33	27.26
Drafting Coordinator	30.07	31.13	32.22	33.35

PAY SCHEDULE – GENERAL LABOUR, TRADES AND ALLIED SERVICES

Classifications	Oct. 1 2021	Oct. 1 2022	Oct. 1 2023	Oct. 1 2024
<u>Trades and Related</u>				
Servicer	24.36	25.22	26.11	27.03
Roofer	24.61	25.48	26.38	27.31
Painter & Decorator	25.36	26.25	27.17	28.13
Shift Operator 1	28.23	29.22	30.25	31.31
Spray & Sign Painter	25.69	26.59	27.52	28.49
Foreperson Painter	28.26	29.25	30.28	31.34
Carpenter	27.26	28.22	29.21	30.24
Locksmith	27.26	28.22	29.21	30.24
Foreperson Locksmith	29.98	31.03	32.12	33.25
Cabinet Maker	27.60	28.57	29.57	30.61
Truck&Transport Ser Tech	27.60	28.57	29.57	30.61
Concr. Finisher/Carpenter*	27.80	28.78	29.79	30.84
Shift Operator 2	31.55	32.66	33.81	35.00
Electrician	28.23	29.22	30.25	31.31
Plumber	28.23	29.22	30.25	31.31
Steam/Pipe Fitter	28.23	29.22	30.25	31.31
Frig. Air. Cond.	28.23	29.22	30.25	31.31
Industrial Mechanic	28.23	29.22	30.25	31.31
Industrial Mechanic CHP	28.23	29.22	30.25	31.31
Ind Mech./R&AC Mech*	28.80	29.81	30.86	31.94
HVAC Technician 1	28.23	29.22	30.25	31.31
Plumber/Steamfitter*	28.80	29.81	30.86	31.94
Shift Maintenance 1	28.23	29.22	30.25	31.31
Shift Maintenance 2**	31.15	32.24	33.37	34.54

*This position is a dual trade position and the 2% is included in this rate.

**This position is the rate for all regular hours worked as SM2; when worked as SO2, paid SO2 rate.

** When overtime as SM2, paid SM2 overtime rate.

** When overtime as SO2, paid SO2 rate plus 2% at the overtime rate.

PAY SCHEDULE – GENERAL LABOUR, TRADES AND ALLIED SERVICES

Classification		Oct.1 2021	Oct.1 2022	Oct.1 2023	Oct.1 2024
<u>Trade and Related (Cont'd)</u>					
Foreperson Electric		31.05	32.14	33.27	34.44
Foreperson Plumber*		31.05	32.14	33.27	34.44
Foreperson Veh Mech 2		30.36	31.43	32.53	33.67
Foreperson Carpentry		31.34	32.44	33.58	34.76
HVAC Technician 2		30.69	31.77	32.89	34.05
Instrumentation Mechanic		30.69	31.77	32.89	34.05
ELECT SHOP GEN F		32.46	33.60	34.78	36.00
<u>Audio Visual Group</u>					
Audio Visual Assistant	Min.	17.30	17.91	18.54	19.19
	Max.	21.03	21.77	22.54	23.33
Classroom Support Specialist	Min.	20.82	21.55	22.31	23.09
	Max.	25.35	26.24	27.16	28.11
Classroom Servs Tech Supervisor	Min.	26.24	27.16	28.11	29.10
	Max.	32.81	33.96	35.15	36.39
Equipment Coordinator	Min.	22.85	23.65	24.48	25.34
	Max.	28.50	29.50	30.54	31.61
Production Coordinator	Min.	22.85	23.65	24.48	25.34
	Max.	28.50	29.50	30.54	31.61
Media Lab Supervisor	Min.	25.03	25.91	26.82	27.76
	Max.	31.24	32.34	33.48	34.66
Production Assistant		27.66	28.63	29.64	30.68
<u>Security</u>					
Security Patrol	Min.	21.58	22.34	23.13	23.94
	Max.	24.13	24.98	25.86	26.77
Patrol Supervisor	Min.	23.75	24.58	25.44	26.33
	Max.	26.54	27.47	28.44	29.44

APPENDIX TO SALARY SCHEDULE

- (1) Trades Helpers and Apprentices will be paid at a percentage of the journeyman rate for their trade commensurate with their training and experience.
- (2) The approximate annual salary shows the annual salary for exactly twenty-six (26) pay periods. Employees actual annual salaries are determined by the hours worked in a one (1) year period. For the purposes of providing an annual salary for the calculation of benefit deduction the factor of 26.0714 is used.

MEMORANDUM OF AGREEMENT #1
Between
University of New Brunswick
And
Unifor Local 4504

Employment Equity Committee

The parties recognize that the University of New Brunswick, after consultation with Employees, has committed itself under the Federal Contractors Program to identify and remove artificial barriers to the selection, hiring, promotion and training of members of four designated groups, i.e., women, aboriginal peoples, persons with disabilities and visible minorities.

The parties are committed to the general principles of employment equity, that is, to build and maintain employment policies and practices that ensure fairness.

The parties therefore agree to co-operate in the development and implementation of an employment equity program for all Employees in fulfilment of the Federal Contractors Program requirements and to fulfil the general commitment to fair employment policies and practices.

To this end, a Joint Employment Equity Committee shall be established between UNB and Unifor Local 4504 (SALAC and GLTA) for the purpose of consultation between the parties on all aspects of the development, implementation and monitoring of the employment equity program.

The Employment Equity Committee shall consist of two (2) members and one (1) alternate member appointed by Unifor Local 4504 and two (2) members and one (1) alternate member appointed by the Employer. Both parties should strive to appoint members who represent the designated groups to which the Federal Contractors Program applies. Members should be appointed within thirty (30) days of the signing of the Collective Agreement.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer


Mike MacMullin


Jeff Sharpe

MEMORANDUM OF AGREEMENT #2
Between
University of New Brunswick
And
Unifor Local 4504

Revised Sick Leave Policy for Probationary Staff Employees

The current paid sick leave allotment for probationary staff Employees is one (1) day per month, and unused days accumulate until the successful completion of the probationary period. With effect from the date of signing, this allotment will be increased as follows:

1. Probationary Employees will still be eligible for one (1) day of paid sick leave per month, as described above. A probationary Employee who is absent due to illness or injury shall first use all of the paid sick days that Employee has accumulated.
2. After all such accumulated sick days have been used, a probationary Employee whose illness continues will be eligible to receive fifty-five (55) percent of their normal salary for up to fifteen (15) further weeks of absence.

This policy shall apply to all probationary staff Employees from their first day of work, and shall in all instances meet the requirements of the Unemployment Insurance Commission for registration purposes. There is no change in the sick leave/long-term disability plan as it affects regular Employees, and all Employees shall still automatically be included in that plan upon the successful completion of their probationary period.

Written evidence from a physician will be required to support any absence of more than two (2) consecutive days.


Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #3
Between
University of New Brunswick
And
Unifor Local 4504

Lay Off and Training

The Parties agree that both training and on the job temporary work experience benefit both the Employee and the Employer.

The Employer will continue to assist Employees whose positions are being discontinued in a number of ways. The Union will consult with the Department of **People & Culture** to determine if an appropriate vacancy exists for the affected Employee as well as identify any specific areas where some short-term training would assist the Employee to qualify for an appropriate vacancy.

In addition, the Employer will try, where possible, to postpone the date of layoff if the affected Employee could be transferred to an appropriate, temporary vacancy. The Employer may explore whether short term training and/or alternate work experience will qualify an Employee, about to be laid off, for a vacant position.

The Parties recognize it is not possible to accommodate every training request or temporary job reassignment. However, because of the advantages that result from these events, the Employer is supportive of the direction that both on the job training and temporary job assignment provide.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer


Mike MacMullin


Jeff Sharpe

MEMORANDUM OF AGREEMENT #4
Between
University of New Brunswick
And
Unifor Local 4504

Voluntary Separation and Early Retirement

The Parties agree that the University of New Brunswick may enter into an agreement for early retirement with an Employee who wishes to terminate employment with the University of New Brunswick on the following basis:

- 1) the termination is consistent with the organizational needs and/or financial interests of the Employer. For example, the termination may result in the elimination of the Employee's position, prevents the layoff of another Employee or the position can be replaced by an Employee on layoff.
- 2) such arrangements, which may include, methods to offset the early retirement penalty that currently exists in the Pension plan(s) or a lump sum, may be explored informally between the Employer and the Employee, with representation from the Union.
- 3) all communication prior to a formal application being made by the Employee to the Employer shall be without prejudice to the Employee, the Union and the University of New Brunswick.

Any agreement between the University of New Brunswick and an Employee will require the written approval of the Union, which shall not be unreasonably withheld.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer


Mike MacMullin


Jeff Sharpe

MEMORANDUM OF AGREEMENT #5
Between
University of New Brunswick
And
Unifor Local 4504

The Collective Agreement

The Parties recognize that some problems can arise in the workplace due to a lack of knowledge of the Collective Agreement.

Therefore, at least twice a year, the Employer will allow all newly hired Employees from the previous six (6) months to attend a workshop presented by the Union on the Collective Agreement. New Employees and a maximum of three (3) union officials will be granted a maximum of sixty (60) minutes leave with pay to attend said workshop.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #6
Between
University of New Brunswick
And
Unifor Local 4504

Fringe Benefits Costs

The Parties reaffirm their commitment to continue the past practice of exploring cost containment initiatives through the Fringe Benefits Review Committee process, subject to the Collective Agreement.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #7
Between
University of New Brunswick
And
Unifor Local 4504

Contracting Out

The Employer agrees that for the duration of this Agreement no Employees shall be laid off or have their normal hours of work reduced because of the contracting out of the work of the bargaining unit.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #8
Between
University of New Brunswick
And
Unifor Local 4504

Workplace Discrimination and Harassment

University of New Brunswick and Unifor Local 4504 share a vision of a safe, healthy, and rewarding work environment at the University of New Brunswick. Both parties are in agreement with the purpose and practices set out in UNB's Discrimination, Sexual Harassment and Harassment Policy and we are committed to the effective implementation and administration of the Policy. We commit to working in concert with the Policy to produce a workplace that is free of harassment.

Harassment is defined as a "course of vexatious comment or conduct that is known or ought reasonably be known to be unwelcome", that denies individual dignity and respect on the basis of grounds such as gender, disability, race, colour, sexual orientation or other prohibited grounds, as stated in the *New Brunswick Human Rights Act* or other legislative enactment.

All Employees are expected to treat others with courtesy and consideration to discourage harassment.

The workplace is defined as any University of New Brunswick (Fredericton campus) facility and function including but not limited to areas such as offices, shop floor, restrooms, cafeterias, lockers, conference rooms and parking lots.

Harassment may take many forms: verbal, physical or visual. It may involve a threat or an implied threat or be perceived as a condition of employment. The following examples could be considered as harassment but are not meant to cover all potential incidents:

- Unwelcome remarks, jokes, innuendos, gestures or taunting about a person's body, disability, attire or gender, racial or ethnic backgrounds, colour, place of birth, sexual orientation, citizenship or ancestry;
- Practical jokes, pushing, shoving, etc. which cause awkwardness or embarrassment;

- Posting or circulation of offensive photos or visual materials;
- Refusal to work or converse with an Employee because of their racial background or gender, etc.;
- Unwanted physical conduct such as touching, patting, pinching, etc.;
- Condescension or paternalism which undermines self-respect;
- Backlash or retaliation for lodging a complaint or participation in an investigation.

Harassment is not:

Harassment is in no way to be construed as properly discharged supervisory responsibilities including the delegation of work assignment, the assessment of discipline or any conduct that does not undermine the dignity of the individual. Neither is this Policy meant to inhibit free speech or interfere with normal social relations.

The purpose of the Policy is to assist all Employees in identifying and preventing discriminatory and personal harassment in the workplace, and to provide procedures for reporting, investigating, and resolving incidents and complaints.

The Policy is intended to respect the rights of all who may be involved in a complaint. The guidelines, requirements, and procedures contained in the Policy are designed to ensure that individuals feel as comfortable as possible in coming forward with a complaint, without fear of reprisal or retaliation. The procedures are also intended to protect the interests of respondents or others who may be involved in the complaint process.

Filing a Complaint:

If an Employee believes they has been harassed and/or discriminated against on the basis of any prohibited ground of discrimination, there are specific actions that may be taken to put a stop to it:

- Request a stop to the unwanted behaviour.
- Inform the individual that is doing the harassing or the discriminating that the behavior is unwanted and unwelcome;

- Document the events, complete with times, dates, locations, witness and other relevant details;
- Report the incident to their supervisor, the **People & Culture** Department or to the Office of Human Rights and Positive Environment.

However, it is also understood that some victims of discrimination or harassment are reluctant to confront their harasser, or they may fear reprisal, lack of support from their work group, or disbelief by their supervisor or others. In this event, the victim may seek assistance by reporting the incident directly to any Union Representative/Employer official.

Training:

Unifor Local 4504 will nominate two (2) members to serve as Representatives on the List of Representatives as detailed in article 5.2 of the University of New Brunswick Policy on Discrimination, Sexual Harassment and Harassment and as such will receive the appropriate training for the task.

The two (2) members nominated by Unifor Local 4504 to serve as Representatives on the List of Representatives will be granted up to three (3) days of leave without loss of pay or benefits to attend Unifor anti-harassment training.

SEXUAL HARASSMENT

The Parties agree that sexual harassment as defined herein may be the subject of discipline.

Sexual harassment is defined as: Conduct of a sexual nature such as, but not limited to, verbal 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.**

Procedures for the treatment of complaints of sexual harassment have been established and are publicized by the Employer. Such procedures include:

- (a) Sexual Harassment Advisors to provide information, advice, assistance and support (on a confidential basis);**
- (b) informal processes such as a direct approach or mediation for attempting to resolve the complaint;**
- (c) a process for informal attempts at resolution and for a process for filing a formal complaint;**
- (d) a process for formally investigating and dealing with such formal complaints.**

In administering these procedures, the Employer shall make every reasonable attempt to act upon a complaint promptly, fairly, judiciously and with due regard for confidentiality.

Any information provided by an individual accused of sexual harassment during informal discussions shall be strictly without prejudice.

The formal process commences when the complainant files a formal complaint and the individual accused has received written notice of the commencement of formal procedures with a copy to the Union. An Employee, who is an authorized representative of the Union, shall be present at all stages of the formal process.

Any discipline imposed on an Employee for sexual harassment shall be subject to Article 9 and grievable and arbitrable under Articles 12 and 13. In the event that the disciplinary action is not upheld in the grievance or arbitration procedure, at the Employee's request all reference to the complaint of sexual harassment shall be removed from their personnel file. The Employer shall retain these documents in a confidential file, which upon reasonable notice, shall be accessible to the Employee and the Union.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #9
Between
University of New Brunswick
And
Unifor Local 4504

Health and Safety

The University of New Brunswick and Unifor Local 4504 share a vision of a safe and healthy work environment at the University of New Brunswick and both parties are in agreement that they will work in joint consultation to provide a safe and healthy work environment at the University of New Brunswick.

Joint Health and Safety Committee

- The Joint Health and Safety Committee that is currently established at the University of New Brunswick- Fredericton Campus will continue with representation from Unifor Local 4504 (SALAC and GLTA). Representation from Unifor Local 4504 will be chosen by Unifor Local 4504. At no time will the number of Employer representatives on the committee outnumber the amount of Union representatives. At least fifty percent (50%) of the members will be workers.
- Two (2) co-chairpersons shall be selected by and from the members of the committee. The Employees will select the workers' co-chair and the Employer will appoint the Employer co-chair.
- The worker and Employer members on the committee will select alternates. Alternates undertake the responsibilities as a committee member when a member is not available.
- The committee shall operate in accordance with applicable legislation and regulations including but not limited to the Worksafe NB Act, as well as UNB policies and procedures.
- The committee shall consider recommendations from the workforce with respect to health and safety matters and recommend implementation where warranted.
- Employee representatives on the Joint Health and Safety Committee shall have the opportunity to meet without Employer representatives present prior to committee meetings.

Right to Refuse

- The Employer shall ensure that all Employees are informed that they have the right to refuse hazardous work which may harm them or any person and that signs are posted in the workplace advising them of this right.
- No Employee shall be discharged, penalized, coerced, intimidated or disciplined for a legitimate refusal to do hazardous work or for acting in compliance with policies, procedures, legislation or regulations.

Education and Training

- No Employee shall be required or allowed to work on any job or operate any piece of equipment until they have received proper education, training and instruction. Such training shall include ergonomics training and WHMIS training.
- Union members of the committee will be granted leave in accordance with Article 18.02 to attend courses or conferences given by the Union.
- The Unifor Local 4504 representative (or alternate) will be granted up to three (3) days of leave with pay to attend Health & Safety training or conferences once during the term of this agreement.
- The Union co-chairperson or designate shall be allowed to accompany a government inspector on an inspection tour and to speak with the inspector out of earshot of any other person.
- Each year on April 28 at 11:00am, Employees will be permitted to stop work for one (1) minute of silence observed in memory of workers killed or injured on the job.
- There shall be first aid attendants available on campus at all times.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer


Mike MacMullin


Jeff Sharpe

MEMORANDUM OF AGREEMENT #10
Between
University of New Brunswick
And
Unifor Local 4504

Employer Holiday Closure

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 11 day of April, 2023.

For Unifor Local 4504

For the Employer


Mike MacMullin


Jeff Sharpe

MEMORANDUM OF AGREEMENT #11
Between
University of New Brunswick
And
Unifor Local 4504

Dual Trade Certification

The Parties agree that, for those trades classifications deemed appropriate by the Employer as requiring or desirable to have two (2) trade certifications, the following will apply:

- Employees selected for trades positions requiring two (2) trades will have an additional two percent (2%) built into their hourly rate. Such positions will be identified in the Pay Schedule with an asterisk (*) next to the classification.
- Employees selected for trades positions desirable to have two (2) trades will be compensated by having their hourly rate increased by two percent (2%) (using the applicable trade rate - and the higher of the two (2) if they are different and the Employee possesses the higher trade) if the Employee possesses the higher trade) if the Employee possesses both trade certifications and continues to work in both trades.
- If the Employee only possesses one (1) trade certification and is working on the second, the Employer may increase the Employee's rate of pay in accordance with rate of wages in the Apprenticeship and Occupational Certification Act while they are apprenticing.


Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #12
Between
University of New Brunswick
And
Unifor Local 4504

Unused Classifications

A number of classifications have not been in use for a number of years. As such, the parties agree to place the following classifications in a Memorandum of Agreement. Should a classification be filled during the term of the Collective Agreement the classification shall be returned to the GLTA Pay Schedule.

General Labour & Related

- Swim Pool Operator 2
- Utility Worker 1

Stores and Related

- Storekeeper 1

Graphics Group

- Offset Machine Operator 1
- Graphics Illustrator 2
- Graphics Photographer 2
- Graphics Typesetter
- Scientific Illustrator 1
- Scientific Illustrator 2
- Graphics Photographer 3
- Maint. Draftsperson 2
- Typesetter
- Offset Machine Operator 2
- Microfilm Operator 2
- Offset Machine Operator 3

Trades and Related

- MR Mason
- MR Welder
- MR Propane Gas
- M Foreperson Cabinet
- M Foreperson Welder
- Maintenance Engineer
- Vehicle Mechanic

- F/REF/MECH & GAS SH

Audio Visual Group

- Multimedia Prod. Coordinator

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #13
Between
University of New Brunswick
And
Unifor Local 4504

Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

An Employee shall be granted violence leave of absence if they, or their child are victims of domestic, sexual or intimate partner violence consistent with the *NB Employment Standards Act and Regulations*.

An Employee must have been employed for more than ninety (90) days to be eligible for Domestic Violence, *Intimate Partner Violence or Sexual Violence Leave*.

The Employer shall grant the Employee leaves of absence in each calendar year, not to exceed the total of the following:

- (1) up to ten (10) days which the Employee may be taken intermittently or in one (1) continuous period; and
- (2) up to sixteen (16) weeks on one (1) continuous period.

The first five (5) days of this leave are paid by the Employer and if more than five (5) days of Domestic Violence, *Intimate Partner Violence or Sexual Violence Leave* is taken by the Employee, the remaining period of the Domestic Violence, *Intimate Partner Violence or Sexual Violence Leave* may be unpaid.

Employees are entitled to take both types of Domestic Violence, *Intimate Partner Violence or Sexual Violence Leave* in any given year.

This leave will be in addition to existing leave entitlements and may be taken as consecutive, single or half days.

The rate of pay an Employee receives is equal to the wages the Employee would have earned if the Employee had worked the regular hours of work for the applicable period. If the wages of an Employee vary from day to day, the rate of pay the Employee is to be paid shall be at least equivalent to the Employee's average daily earnings exclusive of overtime for the days on which the Employee worked during the thirty (30) calendar days immediately preceding the leave.

Reasons for Domestic Violence, Intimate Partner Violence or Sexual Violence Leave

Employees will have access to Domestic Violence, Intimate Partner Violence or Sexual Violence Leave for the following reasons:

- a) to seek medical attention for the Employee or the child of the employee for a physical or psychological injury or disability

- caused by the domestic violence, intimate partner violence or sexual violence;
- b) to obtain victim services for the employee or the child of the employee from a qualified person or organization;
 - c) to obtain psychological or other counselling from a qualified person for the employee or the child of the employee;
 - d) to relocate temporarily or permanently;
 - e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, intimate partner violence or sexual violence; or
 - f) for any other purpose related to or resulting from the domestic violence, intimate partner violence or sexual violence.

An Employee accessing Violence Leave will inform the Employer, in writing, *or by email*, of the reason for the Domestic Violence, *Intimate Partner Violence or Sexual Violence* Leave as is noted above (a-f). An Employee can take a Violence Leave if their child is the victim.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #14
Between
University of New Brunswick
And
Unifor Local 4504

Retirement Allowance

Notwithstanding the provisions of 27.01(ii) concerning the reduction in Retirement Allowance for Employees who remain at work beyond the Normal Retirement Date, for the lifetime of the current collective agreement only (October 1, **2021** – September 30, **2025**), an Employee who reaches Normal Retirement Date with twenty-four (24) or more years of service, but less than twenty-five (25) years of service, will be exempt from the fifty percent (50%) reduction of Retirement Allowance if they remain at work beyond the Normal Retirement Date but retire at the end of the month in which they complete twenty-five (25) years of service.

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

MEMORANDUM OF AGREEMENT #15
Between
University of New Brunswick
And
Unifor Local 4504

Overtime in the Central Heating Plant

Whereas overtime in the Central Heating Plant has been interpreted differently by the parties in certain situations.

The parties agree to apply overtime in the Central Heating Plant as stated in the following scenarios:

- **If an Employee works a full twelve (12) hour overtime shift before working their full regularly scheduled twelve (12) hour shift, then the Employee will be compensated for the first twelve (12) hours at the rate of time and one half (1/2). The first four (4) hours of the Employee's regularly scheduled shift will be compensated at the rate of time and one-half (1/2). The last eight (8) hours of their regularly scheduled shift will be compensated at double time.**
- **If an Employee works a full twelve (12) hour overtime shift after working their full regularly scheduled twelve (12) hour shift, then the Employee will be compensated for the first twelve (12) hours at their regular rate of pay. The first four (4) hours of the Employee's overtime shift will be compensated at the rate of time and one-half (1/2). The following eight (8) hours of the overtime shift will be compensated at a rate of double time.**
- **If an Employee works less than the full twelve (12) hour shift immediately prior to their scheduled shift or if an Employee works less than their full regularly scheduled shift immediately following a twelve (12) hour overtime shift then the normal overtime provisions will apply.**

Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

**MEMORANDUM OF AGREEMENT #16
Between
University of New Brunswick
And
Unifor Local 4504**

Truth and Reconciliation Day

In the case of shift employees who are working day shift when Truth and Reconciliation Day falls on a Saturday or Sunday, an allowance of half (1/2) a shift at straight time will be paid or added to their time in lieu bank.

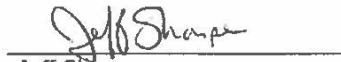
Dated this 11 day of April, 2023.

For Unifor Local 4504

For the Employer



Mike MacMullin



Jeff Sharpe

APPENDIX A GROUP INSURANCE BENEFITS

The Group Insurance Policies described below, and the New Brunswick Public Service Shared Risk Plan described in Clause 28.01, form the core of the UNB Fringe Benefits Program. All regular full-time Employees become members of these policies upon completion of their probationary periods, and retain the protection of these policies for themselves and their families so long as they are employed by the Employer.

Fringe Benefits Policy at the Employer of New Brunswick is developed and controlled by the Fringe Benefits Review Committee. This committee, upon which Unifor Local 4504 has representation, reports directly to the President and is composed of Employer administrators and representatives of each Employee group at the university. The Vice-President (Administration and Finance) is Chairman of this Committee. The day-to-day administration of fringe benefits policies is the responsibility of the HR Consultant (Benefits and Pensions) in the Department of Human Resources & Organizational Development, to whom all inquiries concerning fringe benefits should be directed.

1. Group Health Insurance: This plan is designed to be supplementary to NB Medicare. In general terms, the Plan pays the whole costs of common medical expenses, including prescription drugs, semi-private hospital accommodation, private duty nurses, local ambulance services, and out-patient hospital services. The Plan also covers a large portion of the expenses attendant upon vision care, prosthetic appliances, private hospital rooms when necessary, and other major health care expenses. Members of this plan are insured while travelling anywhere in the world, and are covered for charges incurred for transportation when it is necessary to receive treatment out of the province. Parents or guardians who must accompany insured children for such out-of-province treatments are reimbursed under this plan for a portion of their transportation, hotel, and meal expenses. Continuous part-time Employees are also eligible to become members of this plan.
2. Group Life Insurance: Coverage under this policy is based on an Employee's annual salary. In the event of the death of an Employee with no eligible dependents, the beneficiary would receive a lump sum payment

equal to the Employee's annual salary at the time of death. In the event of the death of an Employee with spouse and eligible dependent children, the beneficiary receives the same lump sum. Additionally, the surviving spouse receives twenty-five percent (25%) of that salary until their death, regardless of remarriage. Each child (to a maximum of three (3) children) would receive five percent (5%) of that salary, until reaching the age of twenty-one (21) (or twenty-four (24) if a full-time student). In the event of the death of an Employee with eligible children but no spouse, the lump sum would be paid to the appointed beneficiary and twenty-five percent (25%) of the annual salary divided among up to three (3) eligible children until they reach the age of twenty-one (21) (or twenty-four (24) if full-time students). Continuous part-time Employees are also eligible for coverage under this plan.

3. Long-Term Disability: In the event of total disability due to illness or injury, the insured Employee would receive a monthly benefit that is equal to seventy-five percent (75%) of the first one thousand and forty-one dollars and sixty-seven cents (\$1,041.67) of gross monthly salary plus forty-five percent (45%) of the next three thousand five hundred and forty-one dollars and sixty-seven cents (\$3,541.67) of gross monthly salary and forty percent (40%) of the remainder of gross monthly salary. The monthly LTD benefit will be reduced by any income entitlement payable from the following sources:
 - a) disability benefits payable under the Canada Pension Plan
 - b) any earnings continuation, pension, group life insurance or other Employee benefit plan arrangement sponsored or contributed to by the Employer
 - c) disability benefits payable under a union, co-operative, fraternal or other Union of which the Employee is a member.

- d) any earnings recovered through a legal action, in accordance with a third party liability.
 - e) If the total monthly amount of disability income from the above sources exceeds 80% of the Employees pre-disability gross monthly earnings, the LTD benefit will be reduced by the amount of such excess. The waiting period for long-term disability benefits is six (6) months, during which time the Employee receives full salary under the Employer's short-term sick leave policy as described in Article 15. So long as the Employee is unable to perform the duties of their position, LTD benefits will continue for up to twenty-four (24) months. If, after twenty-four (24) months, the Employee is totally and permanently disabled, such benefits may continue until the Employee reaches the age of sixty-five (65).
4. Group Accident Insurance Plan: Is an optional plan where the premiums are paid by the Employee to provide insurance coverage for accidental death and dismemberment.
5. Dental Plan: This is a compulsory dental care program for all regular full-time and regular part-time Employees and their dependents except that Employees who have dental coverage under a spouse's plan may waive coverage if they so choose.

NOTE:

This appendix is for information purposes only. Administration of the benefits is dependent upon the master policies.

APPENDIX B
STAFF TRAINING, DEVELOPMENT AND TUITION BENEFIT POLICY AND
PROCEDURE

1.0 Purpose

- 1.1 The University of New Brunswick wishes to encourage its employees to further develop their job skills so that they may strive for a higher level of accomplishment in their present positions and aspire to reach a higher level of job responsibility within the University.

2.0 Applicability

- 2.1 University-wide.

3.0 Definitions

- 3.1 None applicable.

4.0 Implementation

- 4.1 In no case, will the amount of tuition benefit for an employee, spouse or eligible child exceed 50% of the regular tuition for an undergraduate degree program in that faculty. For single, credit courses, the amount of tuition benefit will be determined by using the regular tuition fee for an undergraduate course. If an individual is enrolled in a cost recovery program not affiliated with a particular Faculty, the tuition benefit will be based on program/course fees for programs/courses for the Faculty of Arts.
- 4.2 **CREDIT COURSES (EMPLOYEES):** Subject to the limitation (see 4.9), the University may waive tuition fees for up to two full UNB credit courses per year for University employees. NOTE: A "full" course normally refers to a 6-credit hour course taught over two consecutive terms but the waiver may be applied to up to four 3-credit courses in any given term.
- 4.3 **ELIGIBILITY:** this policy applies to regular full-time support and academic members who are employed, or are expected to be employed, for 12 months or more.
- 4.4 **GENERAL**
 - 4.4.1 Employees may audit or enrol for credit in a course in the regular academic year, Intersession, Summer School, Extension and the School of Graduate Studies.
 - 4.4.2 Employees are expected to take courses outside of their normal hours of work.
 - 4.4.3 Employees may find that certain courses they require are offered only during their normal hours of work. In this case, employees are expected to make

up the time lost. The approval to take courses will take into account the department's ability to accommodate the requests. However, if employees take job-related courses at the request of the employer, then there will be no necessity to make up the time required. Employees enrolled in the School of Graduate Studies will receive the remission of fees up to the equivalent dollar value of the fees for two full undergraduate credit courses pre year. Employees are required to pay all supplementary fees. Employees who are unsuccessful in taking a course must successfully complete the next course at their own expense in order to qualify for the tuition waiver.

4.5 PROCEDURE

- 4.5.1 Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.
- 4.5.2 Applications are to be submitted at least four weeks prior to course registration.
- 4.5.3 Employees are to present a copy of their course approval at registration.

4.6 CREDIT COURSES (SPOUSES AND DEPENDENTS)POLICY: Subject to the limitation, the University will reduce tuition fees by 50% for all UNB degree credit courses taken on either a part-time or full-time basis by spouses and children of eligible employees.

4.7 ELIGIBILITY: This policy applies to spouses of eligible employees, including common law spouses; to natural and legally adopted children; and to stepchildren or legal wards of eligible employees and of superannuated or deceased employees. A child will be eligible up to and including the academic term in which his or her 26th birthday occurs. Spouses or children who are also employees shall be treated as employees only.

4.8 GENERAL: Spouses and children may enrol for credit in courses in the regular academic year, Intercession, Summer School, Extension and the School of Graduate Studies.

4.9 PROCEDURE

- 4.9.1 Spouses and children are required to pay all supplementary fees.

- 4.9.2 Application for spouses and children are to be made by the employees concerned on the application form available in Human Resources & Organizational Development.
- 4.9.3 Applications by children of superannuated or deceased employees are to be made by the children on the application form available in Human Resources & Organizational Development.
- 4.9.4 Applications are to be submitted at least four weeks prior to course registration. Spouses and children are to present a copy of their course approval at registration.
- 4.10 NON-CREDIT COURSES AND SEMINARS POLICY: The University may assist employees in developing their technical, administrative, supervisory and managerial skills by sponsoring their attendance at courses, seminars and workshops. This assistance will be dependent upon the employee's department's ability to accommodate the request.
- 4.11 ELIGIBILITY: The policy applies to regular full-time support and academic employees who are employed for, or are expected to be employed for 12 months or more.
- 4.12 GENERAL:
 - 4.12.1 The costs of the courses, seminars or workshops which are to be approved in advance are to be borne by the employees' department.
 - 4.12.2 Courses, seminars or workshops may be attended during or after working hours depending upon the time and department requirements. In-house and external training programs are included in this policy.
- 4.13 PROCEDURE
 - 4.13.1 Employees are to make application to their supervisors, who have budgetary signing authority in their department, on the application form available in Human Resources & Organizational Development.
 - 4.13.2 Applications are to be submitted at least four weeks prior to course registration.
 - 4.13.3 Employees will be reimbursed by cheque upon successful completion of the program or by cash advance, depending on the circumstances.
- 4.14 LEAVES FOR EDUCATIONAL PURPOSES (POLICY): Employees may be granted leaves of absence with full,

partial pay or no pay to upgrade their qualifications. Normally such leaves will be of a short duration.

- 4.15 APPLICATION OF POLICY: This policy applies to regular full-time support staff employees who are employed on a continuing basis.
 - 4.16 APPROVALS: Approvals for educational leaves are required by the employees' immediate supervisors, the budgetary signing authorities for the employees' departments, and Human Resources & Organizational Development.
 - 4.17 DEPARTMENT BUDGET: Educational assistance should be budgeted for in the department's annual budgets since the costs of such leaves are to be borne by the employees' departments.
 - 4.18 CRITERIA: Applications for educational leaves shall be evaluated on the basis of the employee's work histories, the benefits of the leaves to the employees and the University, and the ability of the employees' departments to accommodate the leave.
 - 4.19 PROCEDURE
 - 4.19.1 Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.
 - 4.19.2 Employees will be advised in writing by their immediate supervisors as to whether their applications have been approved or not. This will occur once Human Resources & Organizational Development has reviewed the requests and advised the departments. Leaves that are approved will be documented by a letter signed by the University and the employee concerned.
 - 4.20 GENERAL: Employees are expected to return to employment with the University following completion of the leaves, otherwise full or partial repayment may be required.
- 5.0 Interpretation and Questions
- 5.1 Questions concerning the interpretation or administration of this policy should be directed to Human Resources & Organizational Development, hrendod@unb.ca or (506) 453-4648.

The Department of Human Resources & Organizational Development is located in Room 102 of the Physics and Administration Building in the Integrated University Complex on the Fredericton Campus.

APPENDIX C POLICY AND PROCEDURE ON STUDY LEAVE

GENERAL POLICY

The Employer of New Brunswick wishes to encourage its Employees to further, develop their job skills so that they may strive for a higher level of accomplishment and thereby enhance their ability to contribute to the Employer.

POLICY

Employees may be granted leaves of absence with full or partial pay to upgrade their qualifications and skills depending upon the derived benefit to the Employer. Such leaves will not generally exceed six (6) consecutive months. Normally, leave under this policy will not be granted to an Employee who has completed less than four (4) years of full-time employment with the Employer.

POLICY APPLICATION

This policy applies to regular full-time support staff.

APPROVALS

Approvals for study leaves are required from the Employee's immediate supervisor, the Dean, Director or appropriate Department Head, and the appropriate Vice-President.

DEPARTMENTAL BUDGET

Study leave costs should generally be included in departments' annual budget requests since the costs of leaves are to be borne by the Employees' departments. Exceptional cases, or those where the need cannot be foreseen, may be financed in whole or in part through the use of Employer contingency funds.

CRITERIA

Application for study leave shall be evaluated on the basis of the benefit to the Employer, the Employee's work history, and the ability of the Employee's department to accommodate the leave.

PROCEDURE

Employees are to make written applications to their immediate supervisor. This should normally be done at least three (3) months prior to the date on which the leave is to begin. All applications for leave under this policy shall include information concerning the duration of the leave requested, the reason for the leave, a project outline stating the objectives of the leave and the activities involved, and the institution(s) where the study leave will be taken.

Employees will be advised in writing by their immediate supervisor as to whether their application has been approved or not. This will occur once the appropriate Vice-President has reviewed and approved the request and advised the Dean, Director or appropriate Department Head.

UNDERTAKING

Leave granted under this policy is on the understanding that the Employee will remain in the employ of the Employer after completion of the leave for a period of time at least equal to the duration of the leave. Failure to do so may result in the Employee being required to reimburse the Employer for any monies paid to Employee during the leave. An Employee granted leave under this policy also undertakes to submit to their immediate supervisor, within one (1) month of return to work, a written report on the results of the leave.

ADMINISTRATION

Questions concerning the interpretation or administration of this policy should be directed to Human Resources & Organizational Development, (506) 453-4648.

APPENDIX D
SKILLS UPGRADING

An Employee who participates in an upgrading or skills enhancing program at the request of the Employer will have their salary maintained by the Employer to its' regular earnings level and shall accumulate full seniority during the period of the training program.

APPENDIX E
COMPULSARY RETIREMENT FOR EMPLOYEES WITH LONG-TERM
DISABILITY

Introduction

Consistent with human rights obligations and the principles of accommodation, it is recognized that Employees may be released from employment after they have been absent from their work for an extended period of time, without a good prognosis for return to work within a reasonable period of time.

Whereas this principle has been recognized for some time, the time limits involved have not previously been defined.

Policy

1. Release from employment of Employees with long-term disabilities routinely thirty months (two and one-half (2 ½) years) after commencement of the disability. Two and one half (2 ½) years represents the initial six (6) months sick leave under Article 15.02 and two (2) years of long-term disability (LTD) benefits.

At the option of the Employer, release may occur after

- (a) Two (2) years of LTD benefits and
 - (b) A medical assessment by the LTD provider showing that the individual is totally disabled from any occupation and has no good prognosis for return to work within a reasonable period of time.
2. Earlier release from employment may be considered prior to two and one-half (2 ½) years after the commencement of the disability, if there is a medical prognosis by the Employee's personal physician, a physician appointed or approved by UNB, or the LTD provider's medical assessments, indicating that the Employee will not be able to return to work before the end of the two (2) and one-half (2 ½) year period. Such potential earlier release of Employees with long term disabilities shall be taken in consultation with Human Resources & Organizational Development, the Union, and the relevant manager, subject to approval of the respective campus Vice-President.

Criteria for earlier release from employment prior to two and one half (2 ½) years after the commencement of the disability would also include:

- the urgency of filling the position with a regular replacement
 - A review of each long-term disability case shall be initiated by the Employer one (1) year after the commencement of the disability and from time to time thereafter, as appropriate.
 - Employees released under this policy will receive special consideration with regard to the Employer's employment opportunities, should they be able to return to work at a later date to an available position that they are qualified and able to perform.
3. Persons who have had their employment released under this Appendix will continue to have access to benefits, such as group life, and group health insurance, so long as they remain eligible under the terms of the benefit plans, in the period after compulsory release of employment, for as long as eligibility for disability benefits continue. This will be on a premium payment basis, unless he/she qualifies for a waiver of premium.
 4. For Employees who do not have LTD coverage and do not receive LTD benefits, this policy will apply except that arrangements can be made to continue participation in group life and group health insurance on a premium paid (by the Employee) basis until release from employment occurs. Subsequently, the Employee can continue participation in the health insurance plan under the retired lives policy. Participation in life insurance ceases at the time of retirement, unless the Employee qualifies for a waiver of premium, in which case life insurance continues.
 5. Employees shall be paid out any retirement allowance under Article 27 when they are released from employment in accordance with this policy, if they accrued sufficient (i.e. a minimum of five (5) years) service. Should the Employee return to employment, they will continue to accrue a retirement allowance less the amounts paid out under this agreement.

NOTE:

The policy is consistent with the Employer's Long Term Disability Benefit plan, which provides a disability benefit for Employees who are prevented from performing the essential duties of their own occupation during the six(6) month qualification period and the two (2) years immediately following the six (6) month qualification period. After the two (2) years and six (6) months have passed, disability benefits are paid if the Employees are unable to perform the essential duties for any occupation for which the Employee is qualified, or may reasonable become qualified, by training, education or experience. If the Employee is not eligible for benefits under that test, the Employee may be required to assume another available occupation with the Employer which the can perform.

APPENDIX F
EMPLOYMENT OPPORTUNITIES

The parties believe that effective communication with respect to the status of vacated positions is important. To that end the Employer has committed:

1. To notifying the Bargaining Unit in a timely fashion as per Article 23.06A when a bargaining unit position is vacated and the reason why; and
2. To notifying the Bargaining Unit in a timely fashion as per Article 23.06 of the status of vacant bargaining unit positions that have been posted/advertised.

The Parties also recognize the value of the Bargaining Unit being aware as to the Employer's intentions with respect to vacated positions and to that end the Employer undertakes to keep the Bargaining Unit informed in a timely fashion.

APPENDIX H
FOR
SKILLED TRADES APPRENTICESHIP

Skilled Trades

The purpose of this Appendix is to define trades and classifications, apprenticeship program for trades, wage rates, seniority provisions and other matters covered by this Agreement.

The provisions of the general Agreement shall apply to Employees in the recognized trades and classifications listed in the Pay Schedule, except as altered by the provisions of this Appendix H.

The Skilled Trades covered by this Appendix constitute those trades for which an apprenticeship is usually served together with those classifications which form a part of an apprenticeship trade.

A journeyman in any of the designated Skilled Trades shall mean any person who has served a bona fide apprenticeship of four (4) years — 7,200 hours or five (5) years — 9,000 hours and possesses proof of such apprenticeship service with a provincial certification or national certification (red seal), or

Entry into the Skilled Trades shall be restricted to persons:

1. who provide documents at date of hire proving their claim to journeyman status.
2. who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties.

Employees, who are in Skilled Trades or have recall rights thereto as at the date of this Agreement, shall retain their seniority established at that date and continue to accrue seniority thereafter.

New trade persons shall have seniority in their trade only as from the date of entry as per current collective agreement.

Skilled Trades Apprenticeship

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Employer and the Union. The purpose of these standards is to make certain that extreme care is exercised in

the selection of applicants and that the methods of training are uniform and sound as per the New Brunswick Apprenticeship Act.

"Registration Agency" on labour standards shall mean the Department of Post-Secondary Education, Training and Labour department for the apprentice as a student, covering related instruction.

"Apprenticeship Agreement" shall mean a written agreement between the Employer and the Employee employed as an Apprentice and their parent or guardian if the Employee is a minor, which agreement or indenture shall be registered with the Registration Agency.

"Apprentice" shall mean the Employee who is engaged in learning and assisting in the trade to which the Employee has been assigned under these standards and who is covered by a written agreement with the Employer providing for their training in accordance with these standards of apprenticeship and who is registered with the Registration Agency.

"Standards of Apprenticeship" shall mean this entire Appendix H, including these definitions:

Apprenticeship Selection Process

The Employer will identify and post apprenticeship openings as per the Employer's posting agreement. Applications for a posted apprenticeship position will be received by the Human Resources & Organizational Development Department and selection shall be based upon current hiring practices and the current collective agreement and will be facilitated by Human Resources & Organizational Development.

Apprenticeship

Apprentices shall work regular hours and be subject to the same conditions regarding overtime rates as the journeyman employed by the Employer. In case an apprentice is required to work overtime the Employee shall receive credit on the terms of apprenticeship for only the actual hours of work and will not be eligible for call ins.

The Employer shall have the authority to discipline and/or cancel the apprenticeship agreement of the apprentice at any time as per the New Brunswick Apprenticeship Act **and for reasons such as (but not limited)** to as:

1. inability to learn;
2. unreliability;

3. unsatisfactory work;
4. lack of interest in their work or education;
5. improper conduct; or
6. failure to attend classroom instruction regularly.

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

1. 1st 1,000 hours— not less than 65% Of the trade's wage rate as set out in the collective agreement.
2. 2nd 1,000 hours — not less than 70% of the trade's wage rate as set out in the collective agreement.
3. 3rd 1,000 hours — not less than 75% of the trade's wage rate as set out in the collective agreement.
4. 4th 1,000 hours — not less than 80% of the trade's wage rate as set out in the collective agreement.
5. 5th 1,000 hours — not less than 85% Of the trade's wage rate as set out in the collective agreement.
6. 6th 1,000 hours — not less than 90% of the trade's wage rate as set out in the collective agreement.
7. 7th 1,000 hours — not less than 95% of the trade's wage rate as set out in the collective agreement.
8. 8th 1,000 hours — not less than 95% of the trade's wage rate as set out in the collective agreement.

Hours spent in classroom instruction shall not be considered hours of work in calculating overtime.

Apprentices who are given credit for previous experience shall be paid, upon receiving such credit, the wage rate for the period to which such credit advances them. This shall not be made retroactive.

When an Apprentice has completed 7,200 or 9,000 hours of training and their journeyperson's certificate, the Employee is to receive not less than the minimum rate of the trade in which they have served their apprenticeship provided an opening exists and the Employee is selected for employment as a journeyperson.

Apprentices are required as a condition of apprenticeship to receive and attend classroom instructions at a technical or similar school and such schooling may be paid for and/or topped up by the Employer with the exception of Continuing full-time persons upgrading or training. The schedule of work processes and related instruction are in accordance with the New Brunswick Apprenticeship Act. Modification may be made to the schedule by the Employer. The Employer shall notify the Registration Agency of such changes. Credit

for time spent in academic training is given in the calculation of the hours of apprenticeship served and shall be applied against the period total.

The student apprentice is required to furnish each month proof of their attendance at the school.

Apprentices shall be under the immediate direction of the supervisor of the department to which they are assigned. The supervisor shall prepare and maintain adequate record forms and shall make a report at least every thirty (30) days to the Director of Facilities Management on the work and progress of the apprentice under their supervision.

The Apprentices will exercise their seniority in their own group. For example, if there are four Apprentices in a particular trade **Group** and a reduction in this number is required **within that group** due to lack of work, the first hired or classified as an Apprentice shall be the last laid off and the last laid off shall be the first to be reinstated. Seniority shall start from the date of becoming an Apprentice.

Notwithstanding the provisions of the Collective Agreement between the Employer and the Union, of which these Apprentice Standards shall henceforward be apart, an Employee with seniority who is selected for an apprenticeship shall be permitted if affected by layoff during the six (6) month probationary period, to return to their former job classification with the same seniority date that they held immediately prior to becoming an apprentice.

After the six (6) month probationary period as an Apprentice, an Apprentice shall have as their seniority date the date they were accepted as an Apprentice and shall not acquire or retain seniority rights to voluntarily bump into any classification outside that Apprentice.

In the event the Apprentice through no fault of their own is laid off, they shall have the right to bump back into the bargaining unit in accordance with the provision of the collective agreement if they have been a member of the bargaining unit prior to becoming an apprentice.

The following shall receive copies of the Apprenticeship Agreement.

1. The Apprentice
2. The Employer
3. The Registration Agency
4. The Local Union

Upon completion of the apprenticeship, the New Brunswick Apprenticeship Act shall apply.

All those who belonged to the bargaining unit as of the date of ratification shall be entitled to a \$250 lump sum each October 1st during the lifetime of the collective agreement.

The above is included for information purposes only.

NOTES: