

AGREEMENT
between
THE UNIVERSITY OF NEW
BRUNSWICK
and
UNIFOR LOCAL 4504
Secretaries, Accountants,
Library Assistants and Clerks

EXPIRES SEPTEMBER 30, 2021



SECRETARIES, ACCOUNTANTS, LIBRARY ASSISTANTS AND CLERKS

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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 **Employer** 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 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 bargaining unit consisting of **Employees** on the Fredericton Campus of the University of New Brunswick holding continuing regular full-time and part-time, renewable term, full-time term and part-time term appointments in the following classifications: Clerk-PL1, Clerk-PL2, Clerk-PL3, Clerk-PL4, Clerk-PL5, Clerk-PL6; Secretary-PL1, Secretary-PL2, Secretary-PL3, Secretary-PL4, Secretary-PL5; Library Assistant-PL1, Library Assistant-PL2, Library Assistant-PL3, Library Assistant-PL4, Library Assistant-PL5, Library Assistant-PL6 save and except students, temporary, casual and part-time (less than 18 hours per week) **Employees** and those excluded by the Industrial Relations Act.
- 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, then the hourly rate of pay will be negotiated by the two parties. Should the two parties be unable to agree on the hourly rate for said classification, then the Union may submit the matter to grievance and arbitration.

Within sixty (60) days of ratification of this agreement, a representative from Human Resources and Organizational Development 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 and provide employment to persons hired under these 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.

3.05

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.

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 job description.

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 **Unifor Local 4504** 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 two (2), 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, and November study break, 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, 150 printed copies of this collective agreement. The Union agrees to share the cost of the 150 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 Human Resources & Organizational Development. The **Employee** will be provided with copies of correspondence contained in such records, which shall be corrected if inaccurate. If the **Employee** so wishes, the **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 10 working days from the date that the authorized **Employer's** representative becomes aware of the incident. 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 Human Resources & Organizational Development within 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 Human Resources & Organizational Development prior to release.

- 9.03 When an **Employee** alleges that **they have** been suspended without pay or discharged in violation of Article 9.01, **they** may, within ten (10) working days of the date on which **they were** 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 **Employee** 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 **them** if **they** had not been suspended or discharged. One of the benefits which **they** shall not lose is **their** regular pay during the period of suspension or discharge, which shall be paid to **them** 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 Where the **Employer** notifies an **Employee** in writing of any expression of dissatisfaction concerning **their** work, the **Employee's** reply to such complaint, accusation or expression of dissatisfaction shall become part of **their** Personnel file.
- 9.07 Written documentation concerning disciplinary action by the **Employer** shall be maintained in a Personnel File in the Office of Human Resources & Organizational Development. An **Employee** may clear **their** work 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**.

- 9.08 The **Employer** agrees that there shall only be one official Personnel file on each **Employee**, maintained in the Office of Human Resources & Organizational Development, 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, 8.19 years. The calculation of seniority shall be prorated on the following basis:

A year of service for an **Employee** working 40 hours per week shall be 2080 hours;

A year of service for an **Employee** working 36.25 hours per week shall be 1885 hours;

A year of service for an **Employee** working 35 hours per week shall be 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 **the 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 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 Human Resources & Organizational Development, 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. 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, Human Resources & Organizational Development 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, Human Resources & Organizational Development.
- 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 griever, then the griever may proceed to Step Two.

Step Two. The griever has ten (10) working days from the expiration of the ten (10) working day period referred to in Step One, to decide whether **they** wish 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 Human Resources & Organizational Development 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, Human Resources & Organizational Development 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 grievor 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 grievor 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, Human Resources & Organizational Development.
- 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 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 (15 days per year)
8.00 to 18.99	.77 (20 days per year)
19.00 or more	.96 (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 whole number, for example, 8.49 becomes 8 days and 8.50 becomes 9 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 6% of **Employee** 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 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 due to operational requirements if the **Employee** was refused vacation, 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 who has not reached their Normal Retirement Date, shall be considered to be vested with 6 months sick leave at regular pay.

- 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 Human Resources 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.

The **Employer** reserves the right to request a second medical opinion and shall pay for any reasonable expenses incurred by the **Employee** in securing such additional medical evidence.

Requested medical information shall be sent directly to a designated Human Resources & Organizational Development representative.

- 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 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 Human Resources & Organizational Development 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 **them** from performing **their** work. The **Employee** will be responsible for keeping **their** supervisor informed as to the status of **their** health during the period of absence and the expected date of return to work.
- 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 **Employee** 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**

- An employee who remains at work beyond their Normal Retirement Date will accrue one and a half (1 ½) sick days per month to a maximum accumulation of sixty (60) days.**
- 15.09

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 HR&OD who will notify the Union. The three parties will work to create a reasonable accommodation plan for approval by the appropriate senior administrator.

- 15.10 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.

An employee 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 her physician she is able to fulfill her normal job responsibilities. No pregnant **Employee** will be allowed to work in an area that may be hazardous to her health or to that of her 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 her former position. If this is not possible, she 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 95% of her 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 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 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 95 per cent of the **Employee's** normal weekly earnings.

The **Employee** will be asked to submit her benefit stub to verify her 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.
- 16.12 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.

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 benefits 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 of continuous employment, 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 parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan (S.U.B.).

The **Employee's** salary will be maintained at 95% of regular weekly earnings for up to a period of up to **seventeen (17)** 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 100% of salary. An additional **forty-six (46)** weeks of unpaid leave 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 95 per cent 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 32 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, the **Employee** 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., 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 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 17 weeks, whichever comes first.

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, common-law spouse, 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 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 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'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 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.**

Emergency Leave

- 17.03 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 Human Resources & Organizational Development. Approval of such leave will not be unreasonably withheld.

Examination Leave

- 17.04 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.

Juror or Court Leave

- 17.05 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 the **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.

Convocation or Encaenia Leave

- 17.07 In the event that the **Employee** or a close relative or the fiancé 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.

Union Leave

- 17.08 The **Employer** will grant an accumulated maximum of three hundred and fifty (350) person hours leave of absence with pay to **Unifor Local 4504** members of the bargaining unit to prepare and negotiate a new Agreement. Any time in excess of 350 hours will be charged to the **Union 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.

Paternity or Adoption Leave

- 17.10 On the occasion of the birth or adoption of a 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 one (1) day.

Pallbearer Leave

- 17.11 An **Employee** shall receive one-half 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 ½ day in addition to the leave granted under this Article.

General Leave

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

Storm Leave

- 17.13 To follow existing UNB Storm Leave Policy.

First Responder Leave

- 17.14 **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

Union Leave

- 18.01 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 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, Human Resources & Organizational Development, 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 year but may be extended for a second year if extenuating circumstances exist. During such period of leave the **Employee** may retain **Employee** insured benefits but they will be paid fully by the **Employee**. No more than one member of the bargaining unit can be given this leave at the same time.

Court Appearance Leave

- 18.04 In the event that an **Employee** is accused of an offence which requires a court appearance, **they** shall be entitled to leave of absence without pay. In the event that the accused **Employee** is jailed awaiting a court appearance, **they** shall be entitled to an automatic leave of absence without pay.

General Leave

- 18.05 **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 **Employee**. Arrangements for prepayment are to be made with Human Resources & Organizational Development. **The Employee will continue to maintain their seniority while on a leave of absence without pay.**

Compassionate Care Leave

- 18.07 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

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 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.

ARTICLE 21 - HOURS OF WORK

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

The normal work day shall commence after 7:00 a.m. and end before 6:00 p.m. Beginning September 7, 1993, (the first working day following Labour Day 1993), normal office hours for a thirty-six and one-quarter (36¼) hour work week will be 8:15 a.m. to 4:30 p.m. with a noon break of one hour. For the period from the first working day following Victoria Day until the last working day prior to Labour Day, normal office hours will be 7:45 a.m. to 4:00 p.m. with a noon break of one (1) hour. It is understood that some **Employees** may be scheduled work on Saturdays, Sundays, in the evenings or hours other than normal office hours. This will depend upon the operational requirements of a particular work area.

Two breaks of fifteen (15) minutes each will be allowed during each work day. One break will be taken in the first

half of the work day and the second break will be taken in the second half of the work day. The times for the breaks will be at the discretion of the **Employer**.

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 at 12:00 midnight on Saturday.

21.02 The **Employer** shall post hours of work for those **Employees** who have a work schedule that differs from the normal office hours. Normally, the schedules will be posted in advance; however, it is understood that unforeseen circumstances could necessitate a change in the schedule with little notice.

20.03 Nothing in this Article shall constitute a guarantee of hours of work.

21.04 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.

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 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 six (6) 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 pay period for which the time was worked.

22.04 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.**

22.05 When an **Employee** is called in or scheduled with less than 18 hours notice to work on a normal day of rest, they will be paid a meal allowance for every consecutive 4 hours of overtime worked. Thirty (30) minutes paid time will be allowed for each meal allowance.

- 22.06 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.
- 22.07 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.
- 22.08 Each meal allowance issued under this Article is valued at **thirteen dollars (\$13.00)**. A maximum of **six (6)** meal allowances will be issued in a twenty-four (24) hour period.
- 22.09 In the event of a storm closure, **Employees** in critical service areas who are required by the **Employer** to complete their shift or report to work shall, in addition to their regular wage, be compensated **at the straight time rate of pay for an equivalent number of hours (based on the normal business hours of the unit) as was granted in leave to full time day shift workers.**

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 Human Resources & Organizational Development 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 University 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 120 days worked and if the **Employee** is not confirmed in that new position within such period **they** 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 6) of the Bargaining Unit applicants have the qualifications, skill and ability to perform the duties, the **Employer** will 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 HR Consultant (Employment), Human Resources & Organizational Development 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 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 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 than **Employees** in lower classifications, and they are qualified for the positions, then they may elect to move to the lower level of classification (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** may transfer this **Employee** without posting the job.

In a situation where an **Employee** is transferred to another position, either through a vacancy or displacement, there will be a trial period of up to 120 days worked in the new job. If the **Employee** is not successful, then **they** 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 Human Resources & Organizational Development 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 months from the date of lay-off.
- 25.07 There shall be no bumping into or out of the bargaining unit.
- 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 (NRD)** shall be June 30th following an **Employee's** sixty-fifth (65) birthday.
- 26.02 **Early Retirement**
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, Human Resources & Organizational Development at least**
- 26.04 **six (6) months before their NRD. Such a request will not be unreasonably denied.**

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.

4. 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 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 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 consecutive calendar years.

ARTICLE 29 - BENEFIT PLANS

- 29.01 Details of the following benefit plans are available from the Office of Human Resources & Organizational Development:

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 the **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

Definition

31A.01 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**.

Notice

31A.02 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.

Content

31A.03 The notice will provide information regarding the nature of the technological change, 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.

- 32.02A The **Employer** will pay an amount of **one hundred and fifty dollars (\$150.00) effective October 1, 2019, one hundred and fifty-five dollars (\$155) effective October 1, 2020, and one hundred and sixty dollars (160.00) effective October 1, 2021** to those Clerks who work full time in the Print Services bindery on condition that those **Employees** shall obtain and wear approved safety footwear at all times while at work.
- 32.03 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.
- 32.04 Where the **Employer** is currently supplying protective clothing for **Employees**, this practice will continue. The responsibility for the laundering of this clothing will be the responsibility of the **Employee** to whom the clothing has been assigned.
- 32.05 The **Employees** in the Department of Print Services who normally work in the bindery and copy centres will each receive a clothing allowance of **seventy-five dollars (\$75.00)** annually. The first payment will be made effective **October 1, 2019** and subsequent payments **will be made effective October 1, 2020 and October 1, 2021.**

ARTICLE 32A - SEXUAL HARASSMENT

- 32A.01 The Parties agree that sexual harassment as defined herein may be the subject of discipline.
- 32A.02 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.

32A.03 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.

32A.04 Any information provided by an individual accused of sexual harassment during informal discussions shall be strictly without prejudice.

32A.05 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.

32A.06 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.

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, Human Resources
& Organizational Development
University of New Brunswick
Fredericton, N.B.

E3B 5A3

To the Union:
The President,
Unifor Local 4504
Building 10
University of New Brunswick
Fredericton, N.B.
E3B 5A3

ARTICLE 35 - JOB EVALUATION ADMINISTRATION

- 35.01 The Parties agree that a Joint Job Evaluation Committee consisting of two (2) **Employees** named by the Union and two (2) persons named by the **Employer** shall continue to function as required by sections 35.02 and 35.05. Each Party shall also name an alternate member.
- 35.02 The Parties agree that the job evaluation factors and point ratings contained in the Job Evaluation Manual, as mutually amended from time to time by the Joint Job Evaluation Committee, will be used to evaluate all positions covered by the Bargaining Unit.
- 35.03 When an **Employee's** job duties have changed, an **Employee** may request a re-evaluation of **their** job classification level by submitting the appropriate documentation to **their** department head. The department head is to complete **their** section of the forms and forward them to the Dean, Director or Head of Administrative Unit for completion. The completed forms are then forwarded to the Department of Human Resources & Organizational Development. HR&OD shall forward a copy to the Union.
- 35.04 Human Resources & Organizational Development shall review the request and shall communicate the results to the **Employee** with a copy to the appropriate Dean, Director or Head of Administrative Unit and the Union.
- 35.05 The **Employee**, in conjunction with the Union, may

appeal the results of the review within two months of receiving the results by resubmitting **their** request to the Joint Job Evaluation Committee **by advising Human Resources & Organizational Development and the Union of their intention to appeal**. This would be done in the same manner as the original request. The decision of the Joint Job Evaluation Committee shall be final and binding and is not subject to the grievance and arbitration procedure. A change in the classification will require a majority of the four (4) members of the Committee. Where the Joint Job Evaluation Committee has rendered a decision on an **Employee's** appeal, the Committee shall only entertain a subsequent appeal from the same **Employee** on the same position when a minimum of twelve months have elapsed from the date of the original application.

35.06 Incumbents of positions, covered by this Agreement, which are reclassified to a wage grade having a maximum lower than the **Employee's** current rate of pay shall be identified as "Red-Circled". Such identification shall continue until the position is vacated or until the maximum of the reclassified position, as revised from time to time, becomes greater than the current salary of the **Employee**.

For greater clarity, **Employees** identified as "Red-Circled" shall not be eligible to receive a progress-through-the range increase but shall be eligible to receive one-half (1/2) of the applicable group economic increase until the new salary range exceeds the **Employee's** present salary.

35.07 Incumbents of positions, covered by this Agreement, which are reclassified to a wage grade having a higher maximum than the former classification, or an **Employee** who is successful in applying for a position in a wage grade having a higher maximum than the former classification, shall receive an adjustment of 5% or be adjusted to the minimum of the new wage grade, whichever is the greater.

35.08 The effective date of a salary change resulting from a reclassification will be the documented date of the request for reclassification. For purposes of implementing the salary change the date of implementation will be the start of the nearest bi-weekly pay period.

ARTICLE 36 - SALARY ADMINISTRATION

36.01 The salary range for each pay level covered by this Collective Agreement is listed as the Salary Schedule appended to and forming part of this Collective Agreement.

36.02 On initial appointment, a new **Employee's** starting salary within the appropriate salary range will be determined by the Department of Human Resources & Organizational Development in consultation with the hiring department. The salary offer will be made by Human Resources & Organizational Development and will take into account the individual's relevant formal education and related work experience in relation to the qualification requirements for the particular position.

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 weeks.

36.06 When an **Employee** previously authorizes, the **Employer** shall deduct the cost of a 12 month parking permit for one or two vehicles purchased through payroll

deduction over 16 pay periods or to the end of April, whichever comes first. For 4 month and 8 month permits, the maximum number of pay periods is 8 or to the end of April, whichever comes first.

36.07 **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 8¢/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.

36.08 **When an Employee previously authorizes, the Employer shall deduct the cost of a URec membership purchased through payroll deduction over the applicable pay periods (twelve (12) month membership over twenty-four (24) pay periods; four (4) month membership over eight (8) pay periods).**

ARTICLE 36A - TEMPORARY ASSIGNMENT

36A.01 When the **Employer** temporarily assigns an **Employee** to a bargaining unit job at a higher pay level for a specified period of time of **three (3)** days or more where the **Employee** performs the duties of the higher level job, then the **Employer** will adjust the **Employee's** salary by 5% for the period worked or to the minimum of the salary range of the higher pay level, whichever is greater. When the **Employer** temporarily assigns an **Employee** to a higher level job out of the bargaining unit for **three (3)** days or more, then the **Employer** will adjust the **Employee's** salary by a minimum of 5% for the period worked. **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.

36A.02 An **Employee** who takes vacation or sick leave while

working in a temporary assignment in accordance with Article 36A.01 shall be paid at the rate of **their** regular position, not at the higher pay level.

ARTICLE 37 - SALARY INCREASES

37.01

The hourly rate for each **Employee**, who has not been identified as "Red-Circled" under Clause 35.06, shall be increased by:

- (a) an economic adjustment of **1.75%** per hour effective from **October 1, 2018**.
- (b) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate effective from **October 1, 2018**. No **Employee** may be adjusted beyond the maximum of **their** pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. **Employees** hired between **September 1, 2017 and October 1, 2018** are eligible for a pro-rated PTR adjustment of 1% for more than one month but less than 3 months, 2% for 3 months but less than 6 months, 3% for 6 months but less than 9 months, or 4% for 9 months or more of service.
- (c) an economic adjustment of **1.75%** per hour effective from **October 1, 2019**.
- (d) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate resulting from the adjustment of (b) above effective from **October 1, 2019**. No **Employee** may be adjusted beyond the maximum of **their** pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. **Employees** hired between **October 1, 2018 and September 1, 2019** are eligible for a pro-rated PTR on the same formula as Clause 37.01(b).
- (e) an economic adjustment of **1.75%** per hour effective from **October 1, 2020**, and
- (f) a progress-through-the-range (PTR) adjustment of 4% of the hourly rate resulting from the adjustment of (e) above effective from **October 1, 2020**. No **Employee** may be adjusted beyond the maximum

of **their** pay level as shown in the Salary Ranges. This means that the progress-through-the-range adjustment can vary from 0 to 4%. **Employees** hired between **October 1, 2019 and October 1, 2020** are eligible for a pro-rated PTR on the same formula as Clause 37.01(b).

37.02 The Progress-Through-the-Range increases set out in clause 37.1 (b) shall be effective from **October 1, 2019** and are applicable to regular earnings only. These increases are applicable to each **Employee** employed on the date of signing or who retired or died since **October 1, 2018**.

The hourly rate increases set out in Clause 37.01 (c) and (d) shall be effective from **October 1, 2019** and are applicable to each **Employee** employed on **October 1, 2019**.

The hourly rate increases set out in Clause 37.01 (e) and (f) shall be effective from **October 1, 2020** and are applicable to each **Employee** employed on **October 1, 2020**.

37.03 Salary increases for those **Employees** who are identified as "Red-Circled" on **October 1, 2018** and/or **October 1, 2019** and/or **October 1, 2020** shall be governed by Clause 35.06.

37.04 Each salary range level shall be increased by the economic increases set out in clause 37.01 (a), (c) and (e) and (g), as shown in the Salary Ranges attached to this Agreement.

37.05 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, Human Resources & Organizational Development must be consulted and a meeting held no less than **four (4)** months prior to **October** 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.

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 37, and shall expire on **September 30, 2021**, 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*.

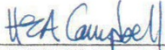
38.02 Further to Article 38.01, the Parties agree that the Union or the **Employer** may provide notice to bargain and initiate bargaining no sooner than 90 days prior to expiry of the agreement, and no later than 30 days prior to

expiry of the agreement.

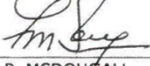
ARTICLE 39 - MEMORANDUMS OF AGREEMENT AND UNDERSTANDING

- 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.

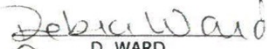
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H.E. (EDDY) CAMPBELL



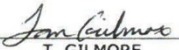
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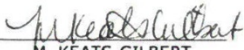
D. ALLEN



T. GILMORE



S. BURT



M. KEATS-GILBERT

UNIFOR LOCAL 4504



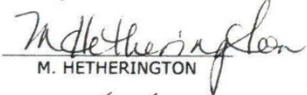
M. MACMULLIN



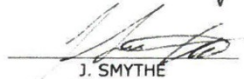
E. CAISSIE



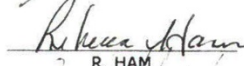
K. ANNETT



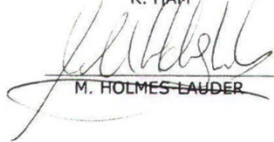
M. HETHERINGTON



J. SMYTHE



R. HAM



M. HOLMES-LAUDER

SALARY RANGES Unifor Local 4504 – SALAC

		Salary Range (Hourly) 1-Oct-18	Salary Range (Hourly) 1-Oct-19	Salary Range (Hourly) 1-Oct-20
Level I (100-159 points)	min.	13.81	14.05	14.30
	max.	17.91	18.22	18.54
Level II (160-210 points)	min.	16.39	16.68	16.97
	max.	19.75	20.10	20.45
Level III (211-261 points)	min.	17.96	18.27	18.59
	max.	21.27	21.64	22.02
Level IV (262-312 points)	min.	19.75	20.10	20.45
	max.	22.94	23.34	23.75
Level V (313-363 points)	min.	21.27	21.64	22.02
	max.	25.16	25.60	26.05
Level VI (364-417 points)	min.	22.94	23.34	23.75
	max.	27.25	27.73	28.22

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 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

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 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 20th day of FEB, 2019.

For Unifor Local 4504:


M. MACMULLIN

For the Employer:


P. MCDUGALL

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 Human Resources & Organizational Development 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.

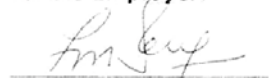
The Parties recognize it is not possible to accommodate every training request or temporary job reassignment. However, because of the advantages that result from these events, the **Employer** is supportive of the direction that both on the job training and temporary job assignment provide.

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

MEMORANDUM OF AGREEMENT #4
between
University of New Brunswick
and
Unifor Local 4504

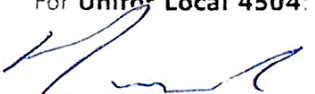
Voluntary Separation and Early Retirement

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:

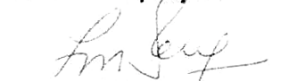
- 1) the termination is consistent with the organizational needs and/or financial interests of the **Employer**. For example, the termination may result in the elimination of the **Employee's** position, prevents the layoff of another **Employee** or the position can be replaced by an **Employee** on 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.
- 4) 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 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

MEMORANDUM OF AGREEMENT #5
between
University of New Brunswick
and
Unifor Local 4504

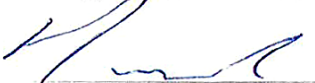
The Collective Agreement

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

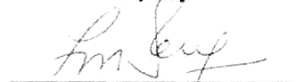
Therefore, at least twice a year, the **Employer** will allow all newly hired **Employees** from the previous six (6) months to attend a workshop presented by the Union on the Collective Agreement. New **Employees** and a maximum of three (3) union officials will be granted a maximum of sixty (60) minutes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

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

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 20th day of FEB, 2019.

For **Unifor Local 4504**:



M. MACMULLIN

For the **Employer**:



P. MCDUGALL

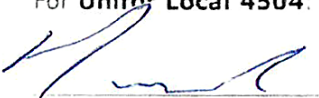
MEMORANDUM OF AGREEMENT #7
between
University of New Brunswick
and
Unifor Local 4504

Contracting Out

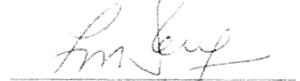
The **Employer** agrees that for the duration of this Agreement no **Employees** shall be laid off or have their normal hours of work reduced because of the contracting out of the work of the bargaining unit.

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDOUGALL

MEMORANDUM OF AGREEMENT #8
between
University of New Brunswick
and
Unifor Local 4504

Workplace Discrimination and Harassment

University of New Brunswick and Unifor 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 have** 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 Human Resources & Organizational Development 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 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 members nominated by Unifor Local 4504 to serve as Representatives on the List of Representatives will be granted up to three days of leave without loss of pay or benefits to attend Unifor anti-harassment training.

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

MEMORANDUM OF AGREEMENT #9
between
University of New Brunswick
and
Unifor Local 4504

Health and Safety

The University of New Brunswick and Unifor 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 50% of the members will be workers.
- Two 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 **the Employee** has 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 Union representative (or alternate) will be granted up to 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 28th at 11:00am, **Employees** will be permitted to stop work for one minute of silence

observed in memory of workers killed or injured on the job.

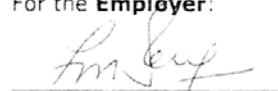
- There shall be first aid attendants available on campus at all times.

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

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 8 hours for each day worked.


Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:



M. MACMULLIN

For the **Employer**:


P. MCDOUGALL

MEMORANDUM OF AGREEMENT #11

between

University of New Brunswick

and

Unifor Local 4504

Unused Classifications

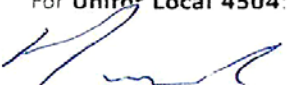
A number of classifications have not been in use for a number of years. As such, the parties agree to place the following classifications in a Memorandum of Agreement. Should a classification be filled during the term of the Collective Agreement the classification shall be returned to the SALAC Pay Schedule.

Accountant

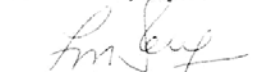
- **Accountant PL1**
- **Accountant PL2**
- **Accountant PL3**
- **Accountant PL4**
- **Accountant PL5**
- **Accountant PL6**

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDOUGALL

MEMORANDUM OF AGREEMENT #12
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 continuous period; and
(2) up to sixteen (16) weeks on one continuous period.**

The first five 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

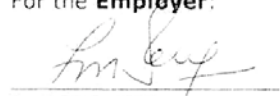
Employee can take a Violence Leave if their child is the victim.

Dated this 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

MEMORANDUM OF AGREEMENT #13

Between

University of New Brunswick

and


Unifor Local 4504

Retirement Allowance

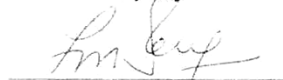
Notwithstanding the provisions of 27.01(ii) concerning the reduction in Retirement Allowance for Employees who remain at work beyond the Normal Retirement Date, for the lifetime of the current collective agreement only (October 1, 2018 – September 30, 2021), an Employee who reaches Normal Retirement Date with twenty-four (24) or more years of service, but less than twenty-five (25) years of service, will be exempt from the 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 20th day of FEB, 2019.

For **Unifor Local 4504**:


M. MACMULLIN

For the **Employer**:


P. MCDUGALL

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 University 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 25% of that salary until **their** death, regardless of remarriage. Each child (to a maximum of 3 children) would receive 5% of that salary, until reaching the age of 21 (or 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 25% of the annual salary divided among up to 3 eligible children until they reach the age of 21 (or 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 75% of the first \$1,041.67 of gross monthly salary plus 45% of the next \$3,541.67 of gross monthly salary and 40% of the remainder of gross monthly salary. The monthly LTD benefits 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.

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 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 24 months. If, after 24 months, the **Employee** is totally and permanently disabled, such benefits may continue until the **Employee** reaches the age of 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

The **Employer** 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.

In no case, will the amount of tuition benefit for an **Employee**, spouse or eligible child, exceed 50% of the regular tuition cost 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.

Credit Courses (**Employees**)

POLICY

Subject to the limitation, the **Employer shall** waive tuition fees for up to **twelve (12) credit hours** of UNB credit courses per year (1st September to 31st August) for **Employees**.

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.

GENERAL

Employees may audit or enroll for credit in a course in the regular academic year, Intersession, Summer School, Extension and the School of Graduate Studies and Research.

Employees are expected to take courses outside of their normal hours of work.

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 and Research will receive the remission of fees up to the equivalent dollar value of the fees for **twelve (12) credit hours** of undergraduate credit courses per 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.

PROCEDURE

Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.

Applications are to be submitted at least four weeks prior to course registration.

Employees will be informed in writing by Human Resources & Organizational Development as to whether their applications have been approved or not.

Employees are to present a copy of their course approval at registration.

Credit Courses (Spouses & Dependents)

POLICY

Subject to the limitation, the **Employer** will reduce tuition fees by **fifty percent** (50%) for all UNB degree credit courses taken on either a part-time or full- time basis by spouses and children of eligible **Employees**.

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 super-annuated or deceased **Employees**. A child will be eligible up to and including the academic term in which **their twenty-sixth (26th)** birthday occurs. Spouses or children who are also **Employees** shall be treated as **Employees** only.

GENERAL

Spouses or children who are also **Employees** shall be treated as **Employees** only. Spouses and children may enroll for credit in courses in the regular academic year, Intersession, Summer School, Extension and the School of Graduate Studies and Research.

Spouses and children are required to pay all supplementary fees.

PROCEDURE

Application for spouses and children are to be made by the **Employees** concerned on the application form available in Human Resources & Organizational Development.

Applications by children of super-annuated or deceased **Employees** are to be made by the children on the application form available in Human Resources & Organizational Development.

Applications are to be submitted at least four weeks prior to course registration.

Applicants will be informed in writing by Human Resources & Organizational Development as to whether their applications have been approved or not.

Spouses and children are to present a copy of their course approval at registration.

Non-Credit Courses and Seminars

POLICY

The **Employer** 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.

ELIGIBILITY

The policy applies to regular full-time support staff and academic **Employees** who are employed for, or are expected to be employed for, 12 months or more.

GENERAL

The costs of the courses, seminars or workshops for which the **Employee's** department are to pay must be approved in advance.

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.

PROCEDURE

Employees are to make application to their supervisors, who have budgetary signing authority in their department.

Applications are to be submitted at least four weeks prior to course registration.

Employees will be informed in writing as to whether their applications have been approved.

Employees will normally be reimbursed via direct deposit upon successful completion of the program but costs may be funded in advance, depending on the circumstances.

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.

APPLICATION OF POLICY

This policy applies to regular full-time support staff **Employees** who are employed on a continuing basis.

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.

DEPARTMENT BUDGET

Educational assistance should be budgeted for in the departments' annual budgets since the costs of such leaves are to be borne by the **Employees'** departments.

CRITERIA

Applications for educational leaves shall be evaluated on the basis of the **Employees'** work histories, the benefits of the leaves to the **Employees** and the **Employer**, and the ability of the **Employees'** departments to accommodate the leave.

PROCEDURE

Employees are to make application to their immediate supervisors on the application form available in Human Resources & Organizational Development.

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 **Employer** and the **Employee** concerned.

GENERAL

Employees are expected to resume employment with the **Employer** following completion of the leaves, otherwise full or partial repayment may be required.

TAXATION

It should be noted that courses taken by the **Employees** that are job-related and required by the **Employer** are nontaxable. Otherwise, the fees are subject to income tax.

ADMINISTRATION

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

APPENDIX C

POLICY AND PROCEDURE ON STUDY LEAVE

GENERAL POLICY

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 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 **them** during the leave. An **Employee** granted leave under this policy also undertakes to submit to **their** immediate supervisor, within one 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, 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

COMPULSORY RETIREMENT FOR **EMPLOYEES** WITH LONG-TERM DISABILITIES

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 occurs thirty (30) 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 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 **the Employee** 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 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 reasonably 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 they can perform.**

APPENDIX F

PREMIUM SHARING FOR ELIGIBLE EARLY RETIREES

The parties agree that, from the date of signing of the **2018-2021** Collective Agreements until September 30, **2021**, the **Employer** agrees to pay **fifty percent** (50%) of the health insurance premium to eligible **Employees** on the following basis:

- eligible **Employee** means an **Employee** from either the SALAC or GLTA bargaining unit who retires with a combined age and UNB service of 85.
- the maximum number of eligible bargaining unit **Employees** each year that the **Employer** is required to pay **fifty percent** (50%) of the health insurance premium will be four.
- if, during either of the first two **(2)** collective agreement years, the number of eligible early retirees is less than four **(4)**, the 50/50 health insurance premium sharing may be offered to an equivalent additional number of eligible early retirees in the following collective agreement year provided the total number of eligible early retirees who receive this premium sharing does not exceed twelve **(12)** during the life of the agreement. (e.g. If, between **October 1, 2018 and September 30, 2019**, only three **(3)** eligible early retirees received the 50/50 premium sharing for health insurance, one additional **Employee** – for a total of **five (5)** – would be eligible between **October 1, 2019 and September 30, 2020**.
- the premium sharing will be for three **(3)** years or until the **Employee** reaches age **sixty (60)**, whichever comes first.

APPENDIX G

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.

NOTES: