

AGREEMENT
between
THE UNIVERSITY
OF NEW BRUNSWICK

and the



and the
CANADIAN UNION
OF PUBLIC EMPLOYEES
Local Number 3339

EXPIRES JUNE 30, 2016

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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 University and to promote the well-being and increased productivity of its employees. Accordingly, they are determined to establish an effective working relationship at all levels of the University in which members of the bargaining unit are employed.

ARTICLE 1 - Interpretation and Definitions

1.01 For the purpose of this Agreement:

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

(b) "Union" means the Canadian Union of Public Employees, Local 3339, bargaining units 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.

(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 not to exceed 120 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 eighteen (18) 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 **at least eight (8) months but less than twelve (12) months**, each year and the employee is recalled to this position each year.

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 as set out in the Certification Order 1-3-89 dated June 12, 1989 which reads, in part, as follows "all regular full time support staff employees and regular part time employees employed 20 hours per week or more on a regular basis by the University of New Brunswick on the Saint John Campus in General Labour, Trades, Clerical, Secretarial, Library Assistant and Technical Job Classifications - that are not funded from external funds; for example, grants and contracts - save and except students, temporary, casual employees and those excluded by the Industrial Relations Act."

3.01A The positions covered by the collective agreement are contained in Appendix "D".

3.01B The Parties to the Collective Agreement have mutually agreed to reduce the 20 hours per week specified in Article 3.01 to 18 hours per week.

3.02 Classifications may be added to or deleted from the Bargaining Unit 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 Employer will establish an hourly rate or salary range for the position and attempt to reach agreement with the Union on the hourly rate or salary range within 30 working days. Should the two parties be unable to agree on the hourly rate or salary range for said classification, then the Union may submit the matter to grievance and arbitration.

Any such changes in the hourly rate or salary range for the said new classification will be retroactive to the initial establishment of the new classification in the bargaining unit.

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 Persons excluded from the bargaining unit who are employed by the University on a temporary or casual basis and are performing work of the bargaining unit shall:

- (a) earn sick leave at the rate of one (1) day per month,
- (b) be paid wages at or above 90% of the classification rate in the salary schedule,
- (c) be paid vacation pay of 6% of their regular earnings for their period of employment.

These provisions do not apply to registered University, College or school students nor do they apply to temporary or casual employees who are employed on a Government grant.

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.

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.

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

- (a) a list showing the name, job title, and pay rate of each employee;
- (b) a copy of each job posting for every vacancy posted for this bargaining unit;
- (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 as well as a copy of any letter to an employee concerning withholding or deferring a Progress-Through-the-Range increase as described in Article 35.14.
- (e) a copy of any job classification in the Bargaining Unit;
- (f) a copy of the agenda and the minutes, at the time of distribution, of any open meetings of the Board of Governors.

5.07 Employees will be permitted to attach the CUPE Union Label to protective head gear, tool boxes, lockers, vehicles, and other reasonable equipment. Employees will be permitted to wear CUPE Union pins on personal clothing as well as on all uniforms, shirts, coveralls, and laboratory coats supplied by the Employer. The Employer agrees to give equal prominence to the CUPE Union 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, e-mail and internal telephone service on the same basis and at the same rates as University 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 University 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;
- (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 access to meeting rooms on campus, subject to availability, and with a suitably serviced and maintained office.
- (f) the Employer will print and provide to the Union, without charge, a copy of this collective agreement for each employee plus 25 additional copies.

5.09 Employees in the bargaining unit shall have access to the Employer's file containing their personnel records during regular working hours and upon reasonable notice twice a year or when processing grievances, by making an appointment with the Office of Financial and Administrative Services. This file is a duplicate of the Employer's Official Personnel File which is maintained by the Department of Human Resources & Organizational Development. The employee will be provided with copies of material contained in the file, upon request. Employees have the right to have included in their Official Personnel File their written comments about the accuracy, relevance, meaning or completeness of the contents of their File. The Employer will correct any material determined by the Employer to be inaccurate. If the employee so wishes, they may be accompanied by a Union representative.

ARTICLE 6 – Positive Learning & Working Environment

6.01 The Parties are committed to providing a positive learning and working environment, one in which all members of its community are respectful and respected as individuals. Every member of the University community has the right to be free of harassment and discrimination when working or learning.

ARTICLE 7 - Future Legislation and the Collective Agreement

7.01 In the event that any law passed by the Legislature of the Province, 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 and the employee shall be informed within ten (10) working days from such disciplinary action, with written reasons including relevant dates. A copy of such disciplinary action shall be sent to the Union by Human Resources & Organizational Development within the same ten (10) day period.

9.02 The following are considered forms of discipline:

- (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 he or she has been suspended without pay or discharged in violation of Article 9.01, he or she may, within ten (10) days of the date on which he or

she was notified in writing, invoke the grievance procedure, including arbitration as set out in this Agreement, for the purpose of a grievance, alleging violation of Article 9.01, he or she shall lodge his or her 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 his or her former position without loss of seniority or any other benefit which would have accrued to him or her if he or she had not been suspended or discharged. One of the benefits which he or she shall not lose is his or her regular pay during the period of suspension or discharge, which shall be paid to him or her at the end of the next completed pay period following his or her 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 his or her work, the employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his or her Personnel file.

9.07 Written documentation concerning disciplinary action by the Employer shall be maintained in the Master Copy of a Personnel File in the Office of Human Resources & Organizational Development. A duplicate file containing copies of all the material in the Master File will be available in the Office of Financial and Administrative Services on the Saint John campus. An employee may clear his or her 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 disciplinary 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 him/her in the grievance procedure nor at arbitration unless such document is part of said file.

ARTICLE 10 - Seniority

10.01 Seniority is defined as the length of 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 less than full-time hours shall be calculated on a pro-rated formula. (eg. an employee working 20 hours per week in a position with a normal work week of 40 hours will accumulate one year of service after working for two years on a half time basis).

All **hours worked excluding overtime** 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, 18.03 and **19.02** where seniority will accumulate.

10.02 Seniority shall be applied **on a bargaining unit wide basis.**

10.03 An employee shall lose all seniority if he or she:

- (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 **and is not rehired within two (2) months following the end of a specified fixed work term.**

ARTICLE 11 - Shop Steward and Union Representative

11.01 The Union shall notify the Employer in writing of the

names of all of the Union's Executive Officers and Shop Stewards, 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 Shop Stewards 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 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 Union or CUPE 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 Secretary of the Union or his or her designate, who shall appoint the appropriate Shop Steward or other 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 employee in advance, and shall inform the employee at the time of the notification of such interview, of his/her right under Article 11.03 of this Agreement at which time, if the employee wishes to have Union representation, the Employer shall contact the Union or CUPE representative. An interview is not required for the Employer to take disciplinary action.

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. 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, in writing, to the Associate Vice-President of 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 of 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 his or her disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the grievor, then the grievor may proceed to Step Two.

Step Two. The grievor has ten (10) working days from the expiration of the ten (10) working day period referred to in Step One, to decide whether he or she wishes to proceed to Step Two with the grievance in those cases where the grievance has been heard at Step One. For grievances entering directly at Step Two, the grievor 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 his or her disposition within ten (10) working days of the hearing. If the disposition does not resolve the grievance to the satisfaction of the grievor, then the grievor may proceed to arbitration. The written notice of the grievor's wish to proceed to arbitration shall be received by the Associate Vice-President of 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 his or her 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 a representative of the Union who shall be an employee and/or the local authorized Union representative.

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 of 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 Advanced Education 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 his or her 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 re-opened.

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 A regular full-time employee shall be entitled to vacation with pay in accordance with the following table, where Column A represents the number of years of accumulated service and

Column B represents the number of days of vacation entitlement for each bi-weekly pay period or part thereof prorated worked in the interval of January 1st to December 31st.

C O L U M N A	C O L U M N B
Accumulated Service In Years	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 a regular part-time employee shall be as for a regular full-time employee 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 his or her 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 his or her seniority (see Memorandum of Agreement # 8). When an employee is denied vacation at the time requested, the Employer shall return the vacation form to the employee 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, the Employer may approve additional vacation carryover in circumstances where the employee is unable to take his or her vacation within the calendar year due to illness or accident.

14.10 On a termination of employment, the employee 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.

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 his or her probationary period, a regular full-time or regular part-time employee shall be considered to be vested with 6 months sick leave at regular pay.

15.02A An employee is eligible for sick leave with pay when unable to perform his/her duties because of illness or injury and submits proof when requested in accordance with article 15.03.

15.03 The Employer has the right to request a medical certificate containing sufficient medical information to determine if paid sick leave is warranted in cases where the employee is absent due to illness or injury. A request for such a medical certificate shall be made in writing with a copy to Human Resources & Organizational Development who shall provide a copy of the request to the Union. Medical information will not normally be requested for an absence of three (3) days or less and will normally be requested to be supplied at the commencement of or during the absence.

The Employer reserves the right to request a second medical opinion which will normally be requested to be supplied at the commencement of or during the absence and shall pay for any

expenses incurred by the employee in securing such additional medical evidence.

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 and then only by those individuals whose specific responsibilities make such access necessary.

Those individuals having such access will ensure its confidentiality.

15.04 An employee shall be responsible to notify his or her department at or before the beginning of his or her shift or work day of any illness which will prevent him or her from performing his or her work. The employee will be responsible for keeping his or her supervisor informed as to the status of his or her 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 his or her own time, leave with pay will be granted for such appointments. It is understood that, where possible, the employee will arrange such appointments at a time which is least disruptive to the employee's work unit.

ARTICLE 16 - Maternity Leave

16.01 Upon written request on the appropriate form by a pregnant Employee, the University 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 she intends to begin her leave and should specify the duration of the leave. A medical certificate 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 certificate 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.

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 of continuous employment, a female employee who provides the Employer with proof that she has applied for and is 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 University 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 University the amount of the Maternity Leave Allowance on a pro-rated basis.

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

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 University 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 University and the Employee agree otherwise. Parental leave by the employee must be taken in one consecutive time period and not split up.

16A.02 The Employee will advise the University in writing of the expected date of delivery/adoption and of his/her 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, an employee who provides the Employer with proof that she/he 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 a maximum of 37 weeks parental leave in accordance with the terms of the Supplementary Unemployment Benefit Plan (S.U.B.). This plan allows the Employer to make up the difference between the E.I.C. parental leave benefits and 95% of the Employee's regular weekly earnings. The Employee is required to apply for the E.I.C. parental leave benefit and must be eligible for the benefit for this plan to apply. Contributions to the pension and benefit plans shall continue on the part of the Employee and the University on the basis of 100% of salary.

In any week for which S.U.B. is payable, the total amount of S.U.B. unemployment insurance gross benefits and any other earnings received by the employee will not exceed 95 per cent of the Employee's normal weekly earnings.

The Employee will be asked to submit his/her 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 52 weeks.

16A.04 Employees have no vested right to payments under the plan except to payments during a period of unemployment specified in the plan (57 (13(h) of the E.I. Regulations).

16A.05 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits

are not reduced or increased by payments received under the plan.

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

16A.07 An employee who receives a Parental Leave Allowance is required to return to work at the University for a period of time equivalent to the length of the leave. In the event that the employee terminates employment prior to completion of this period of time, they shall be required to reimburse the University 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 his/her former position. If this is not possible, he/she will be placed in an equivalent level of position.

ARTICLE 17 - Leave of Absence With Pay

Bereavement Leave

17.01 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, grandmother, grandfather, grandchild, brother, sister, mother-in-law, father-in-law, son-in-law, or daughter-in-law, at his or her regular rate, for a maximum of five consecutive working days. For this clause step relatives will be considered the same as blood relatives. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

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, niece, nephew, or spouse's grandparent at his or her regular rate for a maximum of one day, and 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 Employer may grant additional bereavement leave under this

article if circumstances warrant. Upon application, the Employer will consider granting reasonable travel time in addition to the leave granted under this Article.

Emergency Leave

17.03 Where an employee is prevented from reporting for work due to circumstances beyond his or her control, including urgent family situations, emergency leave with pay up to a maximum of **two days per year** 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 his or her qualifications and the employee is required to be away from his or her 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 his or her normal earnings and the payment he or she receives for such service. The employee shall present proof of service and the amount of pay received. The employee shall give his or her 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 his or her 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 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 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. It is recognized that Official Representatives of the Union may also be involved in meetings with the Employer or need time to investigate or process a grievance or arbitration. Such representatives shall not suffer any loss of pay or benefits for reasonable time involved in such meetings or investigations.

Paternity or Adoption Leave

17.10 A male employee may be granted paternity or adoption leave with pay for a maximum of one day on the occasion of the birth or adoption of his son or daughter.

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 1/2 day in addition to the leave granted under this Article.

General Leave

17.12 Employees may be granted leave of absence with pay at the discretion of the Employer.

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 fifty (50) person days per year.

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 of 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 his or her 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, he or she shall be entitled to leave of absence without pay. In the event that the accused employee is jailed awaiting a court appearance, he or she 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 his or her insured benefits but they will be paid fully by the employee. Arrangements for prepayment are to be made with Human Resources & Organizational Development.

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 eight (8) weeks to provide care or support to a person with whom the employee has a close family relationship.

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 20A - Holidays

(for those employees who do not work shift work)

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

Good Friday	Remembrance Day (except if it falls on a Saturday or Sunday)
Easter Monday	
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
New Brunswick Day	Boxing Day
Labour Day	New Year's Eve Day
Thanksgiving Day	New Year's Day

and any other day duly proclaimed as a New Brunswick or Canadian holiday.

20.02A In the event that any of Christmas Eve Day, Christmas Day, Boxing Day, New Year's Eve Day or New Year's Day fall on a Saturday or Sunday, a week day shall be rescheduled as the paid holiday. The rescheduled day shall normally be the Friday preceding or the Monday following the holiday. The Union will be advised of the holiday schedule.

20.03A Employees shall receive a day's pay at straight time for any of the paid holidays which fall on normally scheduled working days. Where an employee works on a paid 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.

20.04A A paid 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 paid holiday.

20.05A When a day that is a paid holiday for an employee falls within a period of vacation leave, such holiday shall not count as vacation leave.

ARTICLE 20B - Holidays

(for those employees who work shift work)

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

Good Friday	Remembrance Day
Easter Sunday	Christmas Eve Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
New Brunswick Day	New Year's Eve Day
Labour Day	New Year's Day
Thanksgiving Day	

and any other day duly proclaimed as a New Brunswick or Canadian holiday.

20.02B Employees shall receive a day's pay at straight time for all of the paid holidays described in 20.01B. Where an employee works on the paid 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.

20.03B A paid 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 paid holiday.

20.04B When a day that is a paid holiday for an employee falls within a period of vacation leave, such holiday shall not count as vacation leave.

ARTICLE 21 - Hours of Work

21.01 The normal work day and work week for employees is seven and one-quarter (7-1/4) hours per day and thirty-six and one-quarter (36-1/4) 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.

Except for shift workers, the normal work day shall commence after 7:00 a.m. and end before 6:00 p.m. Beginning March 7, 1994, normal office hours for a thirty-six and one-quarter (36-1/4) 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 8:00 a.m. to 4:00 p.m. with a noon break of forty-five (45) minutes. 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 At the occasion when the time changes from Standard Time to Daylight Savings Time, employees working the evening or night shift shall each work seven and one-half (7-1/2) hours and be paid for eight (8) hours at straight time.

At the occasion when the time changes from Daylight Savings Time to Standard Time, employees at the Heating Plant working the evening or night shift shall each work eight and one-half (8-1/2) hours and be paid for eight (8) hours at straight time and one-half (1/2) hour at overtime rates.

21.03 The Employer shall prescribe hours of work for employees and where operational requirements permit shall post these in advance. **If the Employer changes the normal scheduled work hours and/or days for an employee, it shall provide the employee ten (10) working days notice, save and except the offer of additional hours as per Article 22.**

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

21.05 When operational requirements permit, an employee may request to exchange work for time-off, or time-off for work at straight time rates 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.

It is understood by the parties that requests to exchange work for time off, or time off for work must be initiated by the employee.

21.06 The Parties agree that the University will continue to operate a 12 hour shift schedule for the Shift Engineers in the Central Heating Plant subject to the following terms and conditions:

- a. The twelve hour shifts will involve working 240 hours over a six week cycle. The actual hours worked within the six (6) week cycle will range from 36 hours weekly to 48 hours weekly depending on the approved roster. However, Shift Engineers will be paid for 80 hours in each bi-weekly pay period. The twelve hour shift schedule will remain in effect throughout the normal heating season but may be altered during the period the University is on summer hours.
- b. Operational requirements permitting each individual Shift Engineer will normally have a schedule consisting of working consecutively two (2) days and two (2) nights with four days off which will remain constant throughout the six (6) week cycle. Since the schedule is based on a six (6) week work period of 240 hours, those operators scheduled for more than 240 hours during the six week period must select two twelve hour shifts during that period as time off without pay during each six week cycle. The selected days off must be consistent with the operation of the Central Heating Plant and the remaining Shift Engineers. A Shift Engineer may choose to work the extra twelve hour shift(s) at straight time and bank the shift for use at a mutually agreed later time. A Shift Engineer may only bank a maximum of 4 shifts.
- c. Overtime hours will be defined as those hours worked in excess of the 240 hours scheduled during the full six (6) week cycle and will be paid on those hours worked in excess of the Shift Engineer's normal hours of work as scheduled on the approved roster. Overtime hours will normally be paid on the pay date following submission of the appropriate forms.

- d. A vacation day will be the equivalent of eight (8) paid hours (to use vacation credits for a 12 hour day will mean requesting 1½ vacation days).
- e. Sick leave will be as per Article 15 of the Collective Agreement.
- f. Vacation carry-over will be for up to 80 hours.
- g. Other Leaves as described in Articles 17 and 18 will be applied based on the number of days allowed. (One twelve hour shift would be equivalent to 1½ days).
- h. For those employees required to replace an absent Shift Engineer, overtime will be paid for those hours worked in excess of the 40 hours per week unless the employee is assigned to the absent Shift Engineer's shift for four (4) days or more in which case overtime will be paid only if the average weekly hours for the time worked as a Shift Engineer exceed 40.
- i. During the twelve hour shift, employees will be scheduled for two on-site 30 minute paid meal periods and two on-site 15 minute paid rest periods. During those periods, the employee will be required to check plant operations when required and respond to situations requiring immediate attention.
- j. During a six (6) week cycle, Shift Engineers will normally be paid for 240 hours. Where a Shift Engineer is scheduled to work on a paid holiday (as defined in Article 20.01) he or she will receive overtime pay at the rate of time and one half for the hours worked on the holiday plus eight (8) hours at straight time for the paid holiday. Personnel on their normal day off will receive 8 hours pay for the holiday.
- k. Holidays are dealt with in Article 20B.
- l. On the occasion when the time changes from Standard Time to Daylight Savings Time, Shift Engineers working the night shift shall work eleven hours and be paid for twelve hours at straight time.
- m. On the occasion when the time changes from Daylight Savings Time to Standard Time, Shift Engineers working the night shift shall work thirteen hours and be paid for twelve hours at straight time and one hour at overtime rates.

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** (a) Overtime must be authorized in advance by the Employer.
- (b) In the case of the following classifications - Utility Worker, Shift Operator, Trades Classifications and Equipment Manager - the following applies:
- (1) within the feasibility of operational requirements and immediate availability of qualified employees, overtime will be allocated on an equitable basis.
 - (2) 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 at a mutually agreed time. Prior to working the overtime hours, the employee shall choose pay or time off. This choice will not affect the offer of overtime. Where the time off cannot be scheduled within sixty (60) days of the end of the pay period in which the overtime was worked, payment shall be made.

22.04 For those employees working in the following classifications - Trades Classifications, Utility Worker, Building Operator, Mechanical Technician and Equipment Manager - the minimum call out time shall be three (3) hours at time and one-half, provided that the period of overtime worked by the employee is not adjoining to his or her scheduled shift. A callout will be to deal with immediate situation(s) as opposed to regular maintenance or administrative duties that do not pertain to the immediate situation(s).

22.05 The Employer will provide meals or reimburse the employee based on the amounts specified in Article 22.07 if reasonable meal facilities are not available on campus to employees working overtime when:

- (a) an employee is called in two (2) hours or more prior to his or her regular shift and the employee is required to continue working until the beginning of the shift, the employee will be provided with a meal ticket for breakfast and thirty (30) minutes paid time provided for the meal.
- (b) in the p.m. when the employee is required to work for two (2) hours or more after his or her regular shift without a minimum sixty (60) minutes time off (unpaid) for a supper break, a meal ticket will be issued and thirty (30) minutes paid time allowed for the meal.

22.06 When an employee is called in on a normal day of rest prior to 6:00 a.m. and required to continue working beyond 8:00 a.m., a meal ticket will be provided for breakfast. When an employee is called in on a normal day of rest and is required to continue working beyond 12:00 noon, a meal ticket will be provided for lunch. When an employee is called in on a normal day of rest and required to continue working beyond 5:00 p.m., a meal ticket will be provided for supper. In all cases thirty (30) minutes paid time will be allowed for the meal.

22.07 The following procedure is used in the Heating Plant when an employee is required to work overtime:

- (a) if an employee is required to remain on duty following his or her regular shift and is unable to leave the Plant to obtain a meal, the employee may order a dinner to be delivered from a local restaurant for which the employee will be reimbursed to a maximum of \$11.00 for supper, \$8.00 for lunch and \$5.00 for breakfast, plus applicable taxes plus transportation costs. Since shift work in the Heating Plant is of a continuous nature, the meal would be consumed as time permitted.
- (b) if an employee other than a shift operator is called in to work two (2) hours or more prior to his or her regular shift or is required to remain two (2) hours or more after their regularly scheduled shift, the employee is provided with a meal ticket for use on campus or may purchase a meal and submit a receipt for reimbursement up to a maximum of \$11.00 for supper, \$8.00 for lunch and \$5.00 for breakfast, plus applicable taxes plus transportation costs. In these cases the employee will be provided with a thirty (30) minute paid meal break.

22.08 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.

22.09 The Employer's Daily Meal Allowance rates shall apply to those meal times where the employee is required to travel outside the City of Saint John on the Employer's business. These rates shall be posted in appropriate areas.

ARTICLE 23 - Employment Opportunities

23.01 Employment Opportunities shall be posted on the Employer's bulletin boards for any position vacancy within the

bargaining unit 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 or the Office of Financial and Administrative Services (SJ) on the form provided by the Employer.

23.02 Selection for a posted position shall be made on the basis of qualifications, skill and ability. Where these are equal, seniority shall be the deciding factor. In taking into account an employee's qualifications, skill and ability, the University will consider any relevant training taken, temporary assignments performed by the employee, voluntary work or other relevant methods of enhancing job skills relating to the posted position.

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.

23.02B If an employee is granted an interview for a bargaining unit position or a position posted under memo #7 but is not awarded the position, he/she shall be provided the opportunity to meet with Human Resources. The employee shall be provided his/her competition file and the rationale as to why an alternate candidate was selected.

23.02C It is Human Resources' intention to be present during the selection process when requested by the executive of the Bargaining Unit.

The Committee also agrees that the following will occur;

1. The Parties will jointly develop a hiring information package.
2. Human Resources will provide workshops to those involved in the hiring process and to those B/U employees interested in the process.
3. Human Resources will continue to ensure that the posting is properly presented.
4. Human Resources will continue to recommend a short list of qualified employees.

23.03 Each successful applicant shall receive an appointment letter setting out the terms of the appointment. In cases of a new

employee, the Employer shall enclose a copy of the current Collective Agreement with the appointment letter. The Employer also agrees to arrange an introduction of the new employee to the appropriate Union official.

23.03A Any person hired in a posted position vacancy that is contested through the Grievance and Arbitration process will not be considered as a regular employee 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 and, if the original successful applicant comes from within the Bargaining Unit, he/she shall return to their previous position and other employees shall revert as necessary.

23.03B An employee selected to a posted position vacancy will be advised by the Employer if a grievance is filed against their selection to that position.

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 or his or her designate and all 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 An employee who is promoted may have a trial period of up to 90 days worked and if he or she is not confirmed in his or her new position within such period he or she shall revert to his or her former position and other employees shall revert as may be necessary. The trial period may be extended once by mutual agreement between the Parties, for a further period not to exceed 90 days worked should circumstances warrant.

23.06 Notwithstanding Article 3.06, the Employer shall notify the Union in writing of any Bargaining Unit position vacancies within twenty (20) working days of the position being vacated.

When a position vacancy occurs, the Bargaining Unit shall have ten (10) working days to provide written input to the Employer on the reasons why the vacated position should be posted and filled as a bargaining unit position.

The Employer shall, in writing, notify the Union of its decision concerning the status and nature of the work of the vacated position.

23.07 A position that is currently in the Bargaining Unit which becomes vacant and is being filled on a term basis for a period of six (6) months or more will be posted as a bargaining unit position, with the understanding that the following will apply;

- 1) If the term position is filled by a current Bargaining Unit member, that member would revert to their own position at the end of the term.
- 2) There would be no impact to pensions/benefit eligibility.
- 3) No bumping would arise from this between holders of other term positions.
- 4) When possible, two (2) weeks notice would be given re: changes to the duration of the term.
- 5) If the position is to be filled on-going, it will be posted as per normal posting procedures.

ARTICLE 24 - Hiring and Placement of Relatives

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 Vice-President (Saint John).

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 **Article 10.01**) shall be laid off first. However, if these employees have more seniority than employees in **the same or lower Pay Levels**, and they are qualified for the positions, then they may elect to move to the **same or lower Pay Levels** (with that applicable pay rate) as identified by the Employer and the employees with the least seniority shall be laid off.

In exercising options under this article, a full-time employee may displace a full-time or part-time employee. A part-time employee may only displace another part-time employee.

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 this case, there will be a trial period of up to six (6) months in the new job. If the employee is not successful, then he or she will be laid off.

25A.01 The employer agrees that for the duration of this contract, no employee who has eight or more years seniority, shall be laid off or have their regular hours of work and regular earnings reduced because of contracting out.

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 and the Union accepts the responsibility for location and notification of the employee. If the employee does not report for work within seventy-two (72) hours of the notification of the Union, the right of recall is abandoned.

25.03 The Employer will give 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 notice of three (3) weeks.

An employee will be paid for the three (3) week notice period if he or she is not required to work those days.

25.04 Reasons for Lay-off -The University 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. A lay-off will occur due to lack of work and/or lack of funds.

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 Employer agrees to meet with the Bargaining Unit's executive members throughout the year as stated below:

- 1) In November, after the Registrar's office confirms fall enrolment and updated projections have been given to the Finance Committee, the two parties will meet to go over current year projections as well as multi-year projections.
- 2) In March, after the Vice President (Saint John) has approved the Saint John budget submissions, the two parties will meet to discuss the total number of positions affected in the upcoming budget year. This information will be high level and is to remain confidential.
- 3) The two parties will meet following the Board of Governors approval of the budget submission to discuss in detail, the positions affected and at this point, will develop and finalize the Human Resources plan.
- 4) The two parties will schedule meetings with the employees affected and their supervisors as early in the new fiscal year as possible.

ARTICLE 26 - Retirement

26.01 Employees shall retire on or before the June 30th following their sixty-fifth (65) birthday.

ARTICLE 27 - Retirement Allowance

27.01 When a regular, full-time employee having continuous full-time service of five years or more retires due to disability, death or age, the Employer shall pay such an employee or his or her estate a retirement 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 upon retirement at the employee's regular rate of pay. Credits for retirement allowance do not accumulate during periods of leave of absence without pay.

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 continuance of layoff (see Article 10.04). 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 All regular, full-time employees over 18 and under 60 years of age shall join in the Employer's pension plan and shall continue to contribute until retirement. The pension is provided under the Public Service Superannuation Act and integrated with the Canada Pension Plan. The employee's contribution rate and participation will be in accordance with the Public Service Superannuation Act. Details are available from Human Resources & Organizational Development.

ARTICLE 29 - Benefit Plans

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

Public Service Superannuation Plan, (see Article 28)
Group Health Insurance Plan,
Group Life Insurance Plan,
Group Long-Term Disability Plan,
Group Accident Insurance Plan,
Group Dental Plan.

Please refer to Appendix A.

29.02 The Employer agrees to continue the Fringe Benefits Review Committee. 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 him or her 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 on 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 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.

31.03 The parties agree that mutual benefits can be derived from training and career development. A Joint Career Development and Training Committee, consisting of two (2) Employer representatives and two (2) CUPE representatives will meet on a semi-annual basis, or at the call of the co-Chairs, to make recommendations to Human Resources and Organizational Development concerning courses and workshops that would benefit employees. The provisions of Article 33.03 shall apply to this committee.

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 of employees.

Notice

31A.02 The Employer will, except for unexpected developments, give the Union written notice of technological change. A minimum notice of (60) days will be given.

Content

31A.03 The notice will provide information regarding the nature of the technological change and the employees who will be affected.

31A.04 When the Employer introduces new equipment or material that results in a significant change to the core functions of an incumbent's job, the employer will provide a reasonable opportunity for training, at the Employer's expense, in the operation of such equipment or material.

ARTICLE 32 - Health and Safety

32.01 The Employer and the employees shall comply with all of the provisions of the New Brunswick Occupational Safety Act and Regulations which apply to them, and other pertinent health and safety legislation.

32.02 The Employer will continue to make all reasonable provisions for the occupational safety and health of employees. The Employer will welcome practical suggestions on the subject from the Union and the parties undertake to consult with a view to adopting and expeditiously carrying out reasonable procedures and techniques designed or intended to prevent or reduce the risk of employment injury.

32.03 The Employer shall pay the below amounts to every employee who requires safety footwear on the condition that the employee shall obtain approved safety footwear within two weeks after the payment has been made and shall wear this approved safety footwear at all times while at work. **The payment schedule shall be:**

July 1, 2012	\$125.00
July 1, 2013	\$130.00
July 1, 2014	\$135.00
July 1, 2015	\$140.00

32.04 (a) The Employer will provide up to two sets of coveralls annually to Utility Workers, Trades Classifications and Shift Operators.

(b) The Employer will ensure that a supply of coveralls are available on a pool basis for employees, other than those referred to in Clause 32.04 (a), whose duties may, on occasion, require such protective clothing be worn.

32.05 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 but the University will provide facilities for laundering of this clothing.

32.06 The Employer agrees that if any office of the provincial or federal governments issues a health and safety alert concerning any product or technique which any employee is required to use on his or her 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.

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 University. 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 University 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 his/her personnel file. The University 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
Local 3339
Canadian Union of Public Employees
University of New Brunswick Saint John
Saint John, N.B.
E2L 4L5

ARTICLE 35 - Job Evaluation and Salary 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. In addition to reviewing the Job Evaluation Manual and considering position appeals, the Parties may jointly agree to refer other matters to the Joint Job Evaluation Committee.

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 An employee may request review of his or her job evaluation by obtaining a Reclassification Request form from the Office of Human Resources & Organizational Development, or the Human Resources Assistant SJ, completing the form and submitting it to his or her Supervisor. The Supervisor is to complete his or her section of the form as is the Dean, Director or Head of Administrative Unit concerned. The request form is then forwarded to the HR Consultant (Salary Administration), Office of Human Resources & Organizational Development.

35.04 The HR Consultant (Salary Administration), Human Resources & Organizational Development, shall review the request and shall communicate the results to the employee, the appropriate manager and the Human Resources Assistant SJ.

35.05 The employee may appeal the results of the review within two months of receiving the results by resubmitting his or her request to the Joint Job Evaluation Committee on the appropriate form. 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 Committee's previous decision.

35.06 Incumbents of positions, covered by this Agreement, which are reclassified to a **Pay Level** having a maximum lower than the employee's current **Pay Level** 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. This means that the employee's salary will be brought into his or her range over a period of time.

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. If the salary range of the Red Circled employee is increased due to a position review or promotion, the employee would not receive a salary increase unless the new salary range exceeded his or her present salary.

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

35.08 The effective date of a salary change resulting from a reclassification **to either a higher or lower Pay Level** 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.

35.09 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.

35.10 (a) When the Employer temporarily assigns an employee other than those noted in Clause 35.10 (b) to a job at a higher pay level for a specified period of time in excess of one (1) week 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.

(b) An employee working in the following classifications -Trades Classification, Utility Worker, Shift Operator and Equipment Manager - who is temporarily assigned from his or her regular job for one-half (1/2) day or more shall be paid the standard hourly rate of the job to which he or she has been transferred effective from the time of such transfer, provided such rate is not less than that of his or her regular job, and provided further the employee assumes full responsibility of the job under normal supervision. If the temporary assignment exceeds a time period of one hundred and eighty (180) calendar days with the exception of assignments replacing employees on sick leave, long-term disability or maternity, adoption and child care leave, that employee shall be appointed to that higher classification. Employees elected for such temporary assignments shall be selected within the Department on the basis of qualifications, ability and seniority.

35.11 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.

35.12 All new employees will be paid on the bank deposit payroll system. All employees will advise the Employer of their financial institution account number in which they wish to have their pay deposited by the deadline established by Human Resources & Organizational Development.

35.13 Pay day for employees shall be every second Friday for the preceding two weeks.

35.14 The anniversary date of an employee shall be the date of appointment or the date of promotion, whichever is more recent. For purposes of providing increases on the anniversary date the effective date of the increase shall be the

commencement of the closest pay period.

An employee whose salary is below the maximum rate for the position may have his or her salary increased within the salary range for the position in recognition of gained satisfactory work experience on an annual basis. (Progress-Through-the-Range Increase). This will normally be done in connection with the employee's anniversary date. The experience adjustment shall be 4% of salary unless that amount would exceed the employee's salary range in which case the amount shall be the difference of the employee's present salary and the maximum of the salary range.

If the employee's anniversary date falls on the same date as an economic adjustment of the salary range, the employee's increase within the range shall be considered to be subsequent to the economic adjustment.

The Department may approve or withhold an experience adjustment by submitting the appropriate forms to Human Resources & Organizational Development. Should the Department wish to withhold an experience adjustment to an employee whose performance is not satisfactory, Human Resources & Organizational Development should be consulted prior to submitting the forms.

An employee whose performance is not satisfactory and who was not granted an increase within the salary range on their anniversary date may be granted an equivalent increase at a later date which would be effective on the documented date the approval was granted.

ARTICLE 36 - Salary Increases

36.01 The salary and salary range for each employee in effect on **June 30, 2012** will be adjusted by an economic increase of **50 cents** on **July 1, 2012** except for those employees who are Red-Circled who shall receive **25 cents** to their salary.

36.02 The salary and salary range for each employee will be adjusted by an economic increase of **2.5** percent on July 1, **2013**, except for those employees who are Red-Circled who shall receive **1.25** percent to their salary.

36.03 The salary and salary range for each employee will be adjusted by an economic increase of **2.5** percent on July 1,

2014, except for those employees who are Red-Circled who shall receive **1.25** percent to their salary.

36.04 The salary and salary range for each employee will be adjusted by an economic increase of **2.5** percent on July 1, **2015**, except for those employees who are Red-Circled who shall receive **1.25** percent to their salary.

36.05 Employees not at the maximum of their salary range will be eligible for an annual Progress-Through-the-Range increase under the conditions described in Article 35.14.

ARTICLE 37 - Shift Premium

37.01 Effective the date of signing any employee who is assigned to a shift other than the normal day time shift and the majority of whose hours are scheduled between 7:00 p.m. and 7:00 a.m., shall receive a shift differential of sixty-five cents (65¢) per hour, with the one-half hour meal period during the shift considered as paid working time.

ARTICLE 37A - On-Call Pay

37A.01 Effective the date of signing, a Facilities Management employee who is specifically assigned to be on-call shall receive on-call pay at the rate of \$1.50/hr for the assigned on-call hours. During the on-call period, the employee shall be able to be contacted, handle work related problems by telephone and be able to report to work as quickly as possible.

Should the employee be called-in to work, Article 22.04 will apply instead of Article 37A.

ARTICLE 38 - Duration and Termination

38.01 This Agreement shall come into force on the date of signing, other than the special provisions for wages as provided in Article 36, and shall expire on June 30, **2016**, 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

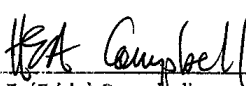
(b) a lawful strike or lockout occurs in accordance with the provision of the Industrial Relations Act.


38.02 Further to Article 38.01, the Parties agree that the Union **or the Employer** may provide notice to bargain and initiate bargaining on or after January 1, **2016**.


THIS COLLECTIVE AGREEMENT

SIGNED AT SAINT JOHN, N B

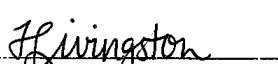
THIS 21ST DAY OF NOVEMBER, 2012


H E (Eddy) Campbell



M Davidson

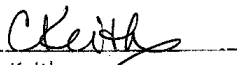

R MacKinnon

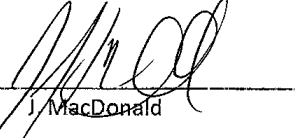

T Hicks

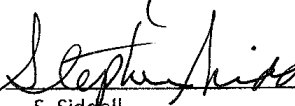

T Livingston

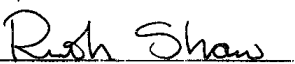

G Correia

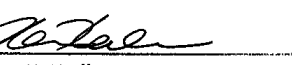

H Finkle


C Keith


J MacDonald


S Siddall


R Shaw


K Keiller

SALARY RANGES

Canadian Union of Public Employees Local 3339

	July 1/11 Salary Range (hourly)	July 1/12 Salary Range (hourly)	July 1/13 Salary Range (hourly)	July 1/14 Salary Range (hourly)	July 1/15 Salary Range (hourly)
Pay Level I (100-160 points)	11.53-14.41	12.03-14.91	12.33-15.28	12.64-15.66	12.96-16.05
Pay Level II (161-190 points)	13.50-16.85	14.00-17.35	14.35-17.78	14.71-18.22	15.08-18.68
Pay Level III (191-214 points)	14.65-18.32	15.15-18.82	15.53-19.29	15.92-19.77	16.32-20.26
Pay Level IV (215-239 points)	15.82-19.74	16.32-20.24	16.73-20.75	17.15-21.27	17.58-21.80
Pay Level V (240-279 points)	17.53-22.79	18.03-23.29	18.48-23.87	18.94-24.47	19.41-25.08
Pay Level VI (280-319 points)	18.75-24.36	19.25-24.86	19.73-25.48	20.22-26.12	20.73-26.77
Pay Level VII (320-359 points)	19.70-25.61	20.20-26.11	20.71-26.76	21.23-27.43	21.76-28.12

MEMORANDUM OF AGREEMENT # 1

between

University of New Brunswick
and
Canadian Union of Public Employees Local 3339

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 he or she 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 his or her normal salary for up to fifteen (15) further weeks of absence.

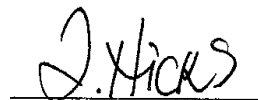
This policy shall apply to all probationary staff employees from their first day of work, and shall in all instances meet the requirements of the Unemployment Insurance Commission for registration purposes. There is no change in the sick leave/long-term disability plan as it affects regular employees, 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 21st day of November, 2012.

For the Union

For the University



J. Hicks



H. Jumble

MEMORANDUM OF AGREEMENT # 2

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Union Office Space

The Employer agrees to provide approximately sixty-five (65) square feet of office space in Hazen Office Annex on the Saint John Campus for the duration of this Collective Agreement.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Amble

MEMORANDUM OF AGREEMENT # 3

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Article 25A

The Parties agree that in addition to the employees with eight or more years seniority, Article 25A will apply to those bargaining unit employees employed as of January 14, 2002 in the following classifications, Utility Worker, Shift Operator, Trades Person and Equipment Manager.

Article 25A will also apply to those bargaining unit employees employed in the Bookstore as of January 14, 2002 and in the Department of Facilities Management as of February 23rd, 2005.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Jumble

MEMORANDUM OF AGREEMENT # 4
between
University of New Brunswick
and
Canadian Union of Public Employees Local 3339

Subject: 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, that is, 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 CUPE Local 3339 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 CUPE Local 3339 and two (2) members and one (1) alternate member appointed by the University. 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 21st day of November, 2012.

For the Union

J. Hicks

For the University

H. Amble

MEMORANDUM OF AGREEMENT # 5

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Joint Consultation Committee

Because the Parties agree that mutual benefits should be derived from joint consultation as stated in Article 33 of the Collective Agreement, both Parties agree, on an experimental basis for one year following the signing of this Collective Agreement, to meet monthly to discuss Union and/or Employer issues and concerns.

The Parties may agree to postpone or reschedule the trial regular monthly meeting should circumstances warrant.

This Memorandum of Agreement and formal experiment will expire after one year and the Parties may choose to extend, abandon or revise the arrangement.

Regardless of the experiment to meet monthly, the Parties may choose to meet on other occasions in accordance with Article 33.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Jumble

MEMORANDUM OF AGREEMENT # 6

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Top Up - Skills Enhancing

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.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Finkle

MEMORANDUM OF AGREEMENT # 7

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Job Skills and Enhancement

The Parties agree that both training and on the job temporary work experience benefit both the employee and the University.

The Parties both accept the need to provide training opportunities that develop and enhance an employee's job skills and contribute to an employee's future opportunities. The University will continue to provide training opportunities for employees and employees understand the need to invest some of their own time to learn and practice new skills.

The Parties are also supportive of temporary job assignments which allow employees to develop and enhance their skills. To this end, the Parties support using employees, where practicable, for temporary job assignments. This allows employees to temporarily perform other duties, thereby broadening their work experience and enhancing their skills. The University would benefit by having a variety of employees able to perform different functions.

The Parties recognize it is not possible to accommodate every training request or temporary job reassignment. However, the Parties recognize and support the advantages that can result from on the job training, temporary job assignments, and training and development workshops.

To this end, the Employer will:

a) advise current Deans, Directors and Managers of the content and intent of this Memorandum of Agreement.

b) use the phrase "Applications will be accepted from any qualified candidates including current employees who may wish to consider a temporary assignment" on those posted term positions where practical and interview qualified bargaining unit applicants for appropriate temporary assignments.

c) advise the Union in advance of a relevant support staff term position or temporary assignment of more than 6 (six) months duration.

d) encourage Departments to offer and grant temporary assignment appointments in an effort to achieve some of the goals stated in this Memorandum of Agreement.

e) return the employee to their regular position when their temporary appointment is completed.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Finke

MEMORANDUM OF AGREEMENT # 8

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Vacation Approval and Article 14.08

The Parties agree that Article 14.08 may be applied in the following manner:

- the department, primarily for peak vacation periods such as Christmas break, March break and July and August, may ask employees to submit their vacation requests a minimum of two months prior to the peak period. If operational requirements permit, seniority will then be the deciding factor. Those vacation requests would be considered within 14 (fourteen) days of the deadline established (eg. If the deadline is three months prior to the peak period, the requests would be considered within 14 days of the three month deadline). An employee may still submit a vacation request after the deadline and it will be considered based on the operational requirements of the Department but after the initial requests were considered.
- in rare circumstances, a Department may approve a vacation request in advance of the deadline if the employee is required to make special plans normally involving non-refundable reservations.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Amble

MEMORANDUM OF AGREEMENT # 9

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Fringe Benefits Costs

The Parties acknowledge that group benefits are an important component of an employee's total compensation and that it is in the interests of both the University and its employees for benefits plans to be affordable and financially sustainable.

The Parties reaffirm their commitment to the past practice of reviewing initiatives through the Fringe Benefits Review Committee process.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Amble

MEMORANDUM OF AGREEMENT # 10

between

University of New Brunswick

and

Canadian Union of Public Employees Local 3339

Subject: Article 25A

The Parties agree that for the duration of the current collective agreement (July 1, **2012** - June 30, **2016**), employees with five (5) or more years of seniority as of the date of ratification will be covered by Article 25A.01.

Dated this 21st day of November, 2012.

For the Union

For the University

J. Hicks

H. Finkle

APPENDIX A

GROUP INSURANCE BENEFITS

The Group Insurance Policies described below, and the New Brunswick Public Service Superannuation 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 University.

Fringe Benefits Policy at the University of New Brunswick is developed and controlled by the *Fringe Benefits Review Committee*. This committee, upon which CUPE Local 3339 has representation, reports directly to the President and is composed of University administrators and representatives of each employee group at the University. The Vice-President (Finance and Administration) 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 his or her 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 benefit will be reduced by any income entitlement payable from the following sources:
- a) disability benefits payable under the Canada Pension Plan
 - b) any earnings continuation, pension, group life insurance or other employee benefit plan arrangement sponsored or continued to by the Employer
 - c) disability benefits payable under a union, co-operative, fraternal or other association 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 University's Short-term Sick Leave Policy as described in Article 15. So long as the employee is unable to perform the duties of his or her 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 University of New Brunswick wishes to encourage its employees to further develop their job skills so that they may strive for a higher level of accomplishment in their present positions and aspire to reach a higher level of job responsibility within the University.

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 University may waive tuition fees for up to two full UNB credit courses per year (1st September to 31st August) for University 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 two full 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 University will reduce tuition fees by 50% for all UNB degree credit courses taken on either a part-time or full-time basis by spouses and children of eligible employees.

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 his or her 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 enrol 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 University may assist employees in developing their technical, administrative, supervisory and managerial skills by sponsoring their attendance at courses, seminars and workshops. This assistance will be dependent upon the employee's department's ability to accommodate the request.

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 university, 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 University and the employee concerned.

GENERAL

Employees are expected to resume employment with the university 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.

**APPROVED BY THE BOARD OF
GOVERNORS OCTOBER 13, 1982.**

**REVISION APPROVED BY THE VICE-PRESIDENT
(FINANCE & ADMINISTRATION) JULY 20, 2000.**

REVISION APPROVED JANUARY 14, 2009.

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 University.

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 University. 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 University.

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 University contingency funds.

CRITERIA

Application for study leave shall be evaluated on the basis of the benefit to the University, 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 University of New Brunswick 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 University for any monies paid to him or her during the leave. An employee granted leave under this policy also undertakes to submit to his/her 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**LIST OF POSITIONS IN THE BARGAINING UNIT**

<u>POSITION</u>	<u>DEPARTMENT</u>
Administrative Assistant	ARTS/HUMANITIES/LANG
Varsity Coordinator	ATHLETICS
Equipment Manager	ATHLETICS
Recreation & Facilities Coord	ATHLETICS
Administrative Assistant	ATHLETICS
Media Technology Specialist	AUDIO VISUAL
Administrative Assistant	BIOLOGY
Lab Technician	BIOLOGY
Biology Lab Technician	BIOLOGY
Lab Technician	BIOLOGY
Clerk	BOOKSTORE(SJ)
Senior Buyer	BOOKSTORE(SJ)
Cashier/Clerk	BOOKSTORE(SJ)
Team Lead Course Materials	BOOKSTORE(SJ)
Shipper/Receiver	BOOKSTORE(SJ)
Biology Technician	CAMPUS WIDE COMM
Administrative Assistant	CSAS
Mechanical Civil Technician	ENGINEERING
Administrative Assistant	ENGINEERING
Program & Planning Assist	FACULTY OF BUSINESS
Undergrad Prog Assist	FACULTY OF BUSINESS
Program & Planning Assist	FACULTY OF BUSINESS
Administrative Assistant	FACULTY OF BUSINESS
Financial Assistant	FINANCE & ADMINISTR
Customer Service Rep	FINANCE & ADMINISTR
Administrative Assistant	GRADUATE STUDIES
Administrative Assistant	HISTORY & POLITICS
Program Assistant	INT'L LIAISON OFFICE
Administrative Assistant	RESIDENCE & CONF SERV
Administrative Assistant	NURSING & HEALTH SCI
Adm&Clinical Outreach Crd	NURSING & HEALTH SCI
Administrative Assistant	MATHEMATICAL SCIENCES

<u>POSITION</u>	<u>DEPARTMENT</u>
Electrician	FACILITIES MANAGEMENT
MR Painter	FACILITIES MANAGEMENT
Administrative Assistant	FACILITIES MANAGEMENT
Building Operator	FACILITIES MANAGEMENT
Building Operator	FACILITIES MANAGEMENT
Building Operator	FACILITIES MANAGEMENT
Ship/Rec/Mailrm	FACILITIES MANAGEMENT
MR Carpenter	FACILITIES MANAGEMENT
Building Operator	FACILITIES MANAGEMENT
Utility Worker	FACILITIES MANAGEMENT
Mechanical Technician	FACILITIES MANAGEMENT
Building Operator	FACILITIES MANAGEMENT
Administrative Assistant	PHYSICAL SCIENCES
Lab Maintenance Worker	PSYCHOLOGY
Administrative Assistant	PSYCHOLOGY
Student Response Asst	REGISTRAR
Operations Coordinator	REGISTRAR
Admissions Advisor	REGISTRAR
Student Response Assistant	REGISTRAR
Sr Enroll Man Assist	REGISTRAR
Admissions Advisor	REGISTRAR
Student Resp Asst	REGISTRAR
Research Support Technician	SASE/ARTS
Administrative Assistant	SOCIAL SCIENCES
Medical Receptionist	STUDENT SERVICES
Administrative Assistant	STUDENT SERVICES
Administrative Assistant	V-PRESIDENT(RESEARCH)
Library Assist (Serials)	ISS
Coord (Acq/Res Shar)	ISS
Library Assist (Ref Serv)	ISS
Library Assist (Circ)	ISS
Library Assist (Acq/Res Shar)	ISS
Library Assist (Catal)	ISS
Manager of Circulation	ISS
Library Assistant	ISS
Library Assist (Catal)	ISS
Library Assistant	ISS

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