

# THIRD COLLECTIVE AGREEMENT

BETWEEN

ST. THOMAS UNIVERSITY



AND

THE PUBLIC SERVICE ALLIANCE OF CANADA



Public Service Alliance of Canada  
Alliance de la Fonction publique du Canada

(THE BARGAINING AGENT FOR STUSAU LOCAL 60701)



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## **ARTICLE 1 PURPOSE**

**1.01** The purpose of this Agreement is to promote and maintain harmonious and mutually beneficial relationships between the Employer, the PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.



## **ARTICLE 2 RECOGNITION**

- 2.01** St. Thomas University ("Employer") recognizes the Public Service Alliance of Canada ("PSAC") as the sole and exclusive bargaining agent for all employees of the Employer covered by the most current certificate issued by the New Brunswick Labour and Employment Board and attached at Appendix "A".
- 2.02** For greater clarity, "employee" shall mean a member of the bargaining unit described in Clause 2.01.

## **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.01** Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the University.
- 3.02** The rights set forth in the Article, this Collective Agreement as a whole and those otherwise retained by the University shall be exercised without discrimination and in good faith, and will not be exercised in an arbitrary manner.
- 3.03** The Union recognizes that the University has established policies and procedures which apply to employees. Subject to the meaningful and constructive consultation with the Union prior to doing so, the University shall have the sole and exclusive discretion to modify, create and implement policies and procedures on the condition that they do not conflict with the Collective Agreement, in which case the provisions of the Collective Agreement will prevail and be followed.

## **ARTICLE 4 UNION SECURITY**

- 4.01 a)** Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- b) The Employer agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- 4.02** For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03** The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04** The amounts deducted in accordance with Clause 4.01 shall be remitted to the Director, Finance Branch of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05** The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

## **ARTICLE 5 JOB SECURITY**

- 5.01** No bargaining unit employee will be laid off or have their normal hours of work reduced as a result of the Employer contracting out bargaining unit work.
- 5.02** No bargaining unit employee will be laid off or have their normal hours of work reduced as a result of a non-bargaining unit employee performing bargaining unit work.
- 5.03** No employee shall be required or permitted to enter into a written or verbal agreement with the Employer which may conflict with the terms of this Collective Agreement.

## **ARTICLE 6 STRIKES AND LOCK-OUTS**

- 6.01** There shall be no strikes or lock-outs during the life of this Collective Agreement.
- 6.02** Where an employee expresses a concern for their safety in attempting to cross a picket-line on the Employer's premises, the Employer will ensure a safe access to the workplace.
- 6.03** If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.
- 6.04** The Employer shall not assign an employee any work exclusively performed by employees of St. Thomas University faculty bargaining units, the existing St. Thomas University Student Union PSAC bargaining unit, the existing CUPE bargaining units (Locals 3372 and 5083), or any bargaining units at the University of New Brunswick, who are on strike or locked out.
- 6.05** Employees who refuse to cross a lawful picket line established by a faculty bargaining unit at St. Thomas University who are on strike or locked out do so with the understanding that they will not be paid for any hours not worked as a result of this refusal. No disciplinary action will be taken as a result of this refusal.
- 6.06** When it appears evident that another bargaining unit at St. Thomas University or at the University of New Brunswick will either strike or be locked out, at the request of the Union, the Employer and the Local Union Executive shall meet forthwith and shall make every reasonable effort to establish a protocol agreement to address any overlap of duties and responsibilities with persons in the above-noted bargaining unit(s), and, or, concerns about crossing the picket line.

## **ARTICLE 7 JOINT CONSULTATION COMMITTEE**

- 7.01** The Parties acknowledge the mutual benefits to be derived from meaningful and constructive joint consultation on matters of common interest.
- 7.02** The Joint Consultation Committee shall consist of three (3) representatives of the Union and three (3) representatives of the Employer. The Committee shall be jointly chaired, with co-chairpersons elected by each Party.
- 7.03** The Joint Consultation Committee shall meet upon request of either party, but at least bi-monthly, at a mutually agreeable time and place during normal hours of work. The Co-chairs shall consult in advance of the meeting to finalize the agenda and ensure that all members of the committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. An employee shall not suffer any loss of pay for Committee meeting time during working hours.
- 7.04** Grievances shall not be dealt with at joint consultation under this Article.
- 7.05** The Committee shall have no authority to modify the provisions of this Agreement.
- 7.06** **Presidents' Meetings**

The Union Local President and executive officers, PSAC representative(s) and the President of St. Thomas University shall meet at least semi-annually to provide an opportunity to communicate regarding matters of common interest. Such employees who participate in this meeting will do so without any loss of salary.

## **ARTICLE 8 INFORMATION**

- 8.01** The Employer shall provide the appropriate authorized Union officers with the names, classification, work location, phone numbers (personal and work), work e-mail address, and home e-mail address (if available) of newly appointed bargaining unit employees upon hiring. This information is provided solely for the purpose of the Union exercising its duty of representation for employees.
- 8.02** The PSAC agrees to supply each employee with a copy of this Collective Agreement. The Parties agree to share the cost of printing this Collective Agreement.
- 8.03** The Employer agrees to provide the President of the Union Local of the PSAC with a copy of the Employer's current organization chart, with names and titles of all employees, including those excluded from the bargaining unit, and as amended from time to time.
- 8.04** The Employer will provide the President of the Union Local of the PSAC with a copy of, or access to, the following, as existing at the signing of this collective agreement and as amended from time to time:
- a) policies bearing on employee's employment;
  - b) a copy, including the full text, of all benefit and pension plans;
  - c) Board of Governors' documents which are public record and notice of Board appointments;
  - d) current job descriptions of persons in the bargaining unit; and,
  - e) copies of documents normally released to employees.

## **ARTICLE 9 USE OF UNIVERSITY'S FACILITIES**

- 9.01** The Employer agrees to provide a reasonable amount of space on bulletin boards in convenient locations for the posting of official Union notices. The Union shall endeavor to avoid posting notices which the Employer, acting reasonably, could consider adverse to its interests.
- 9.02** The Employer agrees to permit Union representatives reasonable use of the University's phone and email system and agrees to post Union events and activities on the University's web notice board as requested.
- 9.03** The Employer will make available specific locations on the University premises for the placement of reasonable quantities of the Union's literature.
- 9.04** A duly accredited representative of the Union shall be permitted access, including a temporary parking pass at no charge, to the University premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local.
- 9.05** When practical, the Employer will provide a meeting room to the Local and PSAC so that it may carry out Local Union business.
- 9.06** The Employer agrees to provide the Local Union Executive, at no cost, with the use of a photocopier, for the reasonable requirements of the Local at times convenient to the operational requirements of the University.
- 9.07** When requested and subject to availability as determined by the Employer acting reasonably, the Employer shall provide suitable office space to the Local.



## **ARTICLE 10 EMPLOYEE REPRESENTATIVES**

- 10.01** The Employer acknowledges the right of the PSAC to appoint or otherwise select up to five (5) employee representatives as shop stewards, exclusive of other employee representatives appointed as the Union's Local executive officers.
- 10.02** The PSAC shall determine the jurisdiction of each representative.
- 10.03** The Employer will recognize PSAC representatives on receipt in writing of their names, jurisdiction and effective dates of appointment.
- 10.04** A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties. The supervisor will be responsible for informing the Human Resources Office of time spent on such business.
- 10.05** The Employer shall make every reasonable effort to ensure that new employees are introduced to a Local representative of the Union Local on their first day of work.
- 10.06** The Employer agrees to provide the President of the Union Local, or designate, and the new employee(s), at the time of their orientation, leave with pay of one (1) hour to acquaint the newly hired employee(s) with the facts that a collective agreement and a collective bargaining relationship exists between the PSAC and the University.

## **ARTICLE 11 GRIEVANCE AND ARBITRATION PROCEDURE**

**11.01** The Employer and the PSAC agree that discussions should occur between employees, the PSAC representatives and the Employer representatives, when problems, misunderstandings or differences arise, in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, PSAC representatives and Employer representatives.

**11.02** If any difference concerning the interpretation, application, administration, operation or any alleged violation of the Agreement, including any question as to whether the matter is arbitrable, arises between the Employer and the PSAC, or between the employee(s) and the Employer, it shall be processed according to the following grievance procedure. Grievances involving the interpretation, application, administration, operation or any alleged violation of the Agreement, including any question as to whether the matter is arbitrable, must have the approval and support of the Bargaining Agent as indicated by the signature of a Union Executive Officer or Steward. Such grievances and "Policy Grievances" shall normally be filed using the Grievance Form Template attached at Appendix E.

Nothing in this provision deprives employee(s) of any rights to which they are entitled in any legislation.

**11.03** a) The time limits set out in the grievance procedure are mandatory and not directory. If the time limits set out in Step 1 or Step 2 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the Parties have mutually agreed in writing to extend the time limits. A technical irregularity (defined as a clerical, typographical, or technical error) in specifying a grievance shall not nullify the grievance and it shall be heard and judged by the Employer based upon its merits. Non-compliance with time limits does not constitute a technical irregularity.

b) For the purposes of time limits set out in Article 11 (Grievance and Arbitration Procedure), "days" shall mean all days exclusive of Saturdays, Sundays and Designated Paid Holidays.

**11.04** In the event a party fails to reply in writing within the time limits prescribed in this article, the other party may submit the matter to the next step as if a negative reply or denial had been received on the last day for the forwarding of such reply.

**11.05** Employee(s) shall have the right to be represented at a complaint and at any step of the grievance procedure. The employee(s) and the Union Local representative shall be given leave with pay to attend such meetings. The PSAC shall be given full opportunity to present evidence and make representations throughout the grievance procedure.

**11.06** On request of either party the other party shall provide access to all documents relevant to the grievance to provide for an open, fair and expeditious grievance process. This will not prevent

either party from introducing any additional such material later in the grievance procedure or in the arbitration procedure, subject to objection on legal grounds from either Party.

## **11.07 COMPLAINTS, GRIEVANCE AND ARBITRATION PROCEDURES**

### **Complaints**

It is the mutual desire of the Parties that all complaints and grievances will be dealt with as expeditiously as possible. On becoming aware of a matter giving rise to a complaint, the employee(s) and or the PSAC may at any time submit an oral or written complaint to the Employee's supervisor or the Director of Human Resources. Upon receipt of the complaint the Employee's supervisor or the Director of Human Resources shall meet with the employee and, if requested by the employee, the PSAC representative, in an attempt to resolve the complaint.

#### **STEP 1:**

If a complaint is not resolved satisfactorily, the employee(s) and, or, the PSAC representative may, within twenty-five (25) days of becoming aware of the matter giving rise to the complaint submit a grievance in writing, including the redress requested, to the Director of Human Resources. The Director of Human Resources shall convene a meeting and render a decision within ten (10) days of the receipt of the grievance.

#### **STEP 2:**

If a satisfactory settlement has not been obtained at Step 1, the employee(s) and, or, the PSAC representative may, within ten (10) days of the receipt of the Employer's decision under the Step 1, or failing receipt of the Employer's decision at Step 1, refer the grievance in writing, including the redress requested, to the Vice-President (Finance & Administration) designated as Step 2.

Within twenty-five (25) days of becoming aware of a matter giving rise to a grievance, the PSAC may submit a "Policy Grievance" in writing, including the redress requested, to the Employer representative designated as Step 2.

In either case the Vice-President (Finance & Administration) at Step 2 shall convene a meeting with the Union representative and, where applicable, the employee(s), and then render a decision within ten (10) days of the receipt of the grievance.

### **Arbitration**

If the grievance is not satisfactorily settled under Step 2, then the grievance may be referred to arbitration by PSAC within twenty-five (25) days of the expiry of the time limits set out in Step 2.

The Parties agree that a single Arbitrator shall be used. The Employer and the PSAC shall make every effort to agree on the selection of the Arbitrator within ten (10) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the Parties fail to agree on the choice of Arbitrator, they shall forthwith request the New Brunswick Minister responsible for Labour to appoint an Arbitrator.

The Arbitrator shall have all the powers vested in it by the New Brunswick Industrial Relations Act, and, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the Arbitrator deems just, reasonable and sufficient in the circumstances, including compensation for lost income, benefits and any other damages. The Arbitrator shall render a decision within a reasonable period, as agreed to by the Parties. The Arbitrator shall remain seized until all issues related to the implementation of the Arbitrator's decision have been resolved.

The Arbitrator shall not amend, modify, alter, add to, or render a decision that is inconsistent with or incompatible with any of the provisions of this Agreement.

The Arbitrator's decision, including any decision as to whether the matter is arbitrable, shall be final and binding on both Parties.

Each party shall bear one-half ( $\frac{1}{2}$ ) the costs of the Arbitrator.

### **Mediation**

If mutually agreed the Parties, prior to the arbitration hearing, may either utilize the grievance mediation services of the New Brunswick Industrial Relations Branch or request the mediation services of the Arbitrator appointed in accordance with the procedures described above.

### **11.08 Expedited Arbitration**

The Parties agree that, by mutual consent only, any grievance may be referred to the following expedited arbitration procedure. The Arbitrator shall be chosen by mutual agreement between the Parties.

#### **Procedure:**

- a) Grievances referred to expedited arbitration must be scheduled to be heard within ninety (90) days from the date of referral, unless the hearing is delayed by mutual agreement between the Parties or by the Arbitrator;
- b) the Parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;

- c) whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within ten (10) days of the date of the hearing;
- d) when it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within ten (10) days of the date of the hearing;
- e) the decision of the Arbitrator shall not constitute a precedent;
- f) such decisions may not be used to alter, modify or amend any part of this Collective Agreement, nor should any decision be incompatible with the provisions of this Collective Agreement; and,
- g) such decisions from the expedited format shall be final and binding upon the Parties.

**11.09** An employee who has a complaint or a grievance regarding the receipt of a specific order to perform certain duties shall, pending a final determination, continue to perform those duties assigned by the Employer (unless the employee has been suspended or discharged), providing such duties do not jeopardize the life, health or safety of the employee or any other person. If such duties do jeopardize the life, health or safety of the employee or any other person the employee has the legal right to exercise the right to refuse such work.

**11.10 Employer Grievance**

If the Employer has a concern about the interpretation, application, administration, operation or any alleged violation of the Agreement, the Employer may submit its concern to the PSAC through the President of the Union Local within twenty-five (25) days of becoming aware of the matter giving rise to the complaint. If the matter is not resolved to the satisfaction of the employer within twenty-five (25) days of the submission of the complaint, the Employer may refer the matter to arbitration in accordance with the procedures outlined in Article 11.07.

The President of the Union Local, or designated union representative, shall be given reasonable leave with pay to prepare for and to attend meetings regarding this concern.

## ARTICLE 12 SUSPENSION AND DISCIPLINE

**12.01** No employee will be disciplined without just, reasonable and sufficient cause.

**12.02** When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a formal disciplinary decision concerning that employee, the employee is entitled to have, at their request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of twenty-four (24) hours written notice, including reasons, of such a meeting.

**12.03** The employee(s) shall be advised of their right to have a union representative present at any formal disciplinary meeting or at any meeting held with employee(s) to investigate alleged misconduct of the employee(s).

**12.04** Where it appears during any meeting with an employee that the nature of such a meeting must change to an investigation which could result in the formal disciplining of that employee, that meeting must be immediately terminated.

**12.05** a) The Employer shall encourage supervisors to address concerns with an employee by utilizing non-disciplinary coaching methods before considering initiating any disciplinary action. However, the Employer may decide, acting reasonably, that coaching has been ineffective, or will not be effective, or is not appropriate due to the severity of the Employer's concerns.

b) In order of severity, the types of disciplinary action to be considered in a progressive manner shall be:

- oral reprimand
- written reprimand
- suspension
- discharge

**12.06** When an employee is suspended from duty or discharged, the Employer undertakes to notify the employee, in writing, of the reason(s) for such suspension or discharge. The Employer will give such notification at the time of the suspension or discharge.

If the Employer does not give the written reason(s) for such suspension or discharge, the employee shall be deemed to be on leave with pay and benefits until the written notice is received by the employee.

If an employee is relieved from duty pending an investigation, the employee shall be on leave with pay and benefits until a final decision is rendered and delivered as a result of the investigation.

- 12.07** In cases of written reprimand, suspension or discharge, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of any related written report shall be forwarded under confidential cover to the Local President.
- 12.08** The Employer agrees not to introduce into evidence in a hearing relating to disciplinary action any document from the file of an employee, a copy of which the employee was not provided at the time it was placed in the employee's personnel file.
- 12.09** If an employee files a grievance against a written reprimand, suspension or discharge in accordance with Article 11 – Grievance and Arbitration Procedure, the Employer may postpone the imposition of the disciplinary action until the grievance is resolved.
- 12.10** Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.
- 12.11** Any document or written statement related to disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after a period of eighteen (18) months has elapsed since the disciplinary action was taken, provided that no further disciplinary action regarding the same, or similar, matter referred to in this document or written statement, has been recorded during this period.

**12.12 Whistleblowing Protection**

No employee will be, or will be threatened with being, harassed, dismissed, suspended, laid off, penalized, disciplined, discriminated or retaliated against for, on the basis of a reasonable belief, making a complaint or giving information or evidence against the Employer with respect to any alleged violation of this Collective Agreement or any applicable Provincial or Federal Act or regulation.

The Employer shall not dismiss, suspend, lay off, penalize, discipline, discriminate or retaliate if the reason is related to an attempt by the Employer to evade any responsibility imposed upon the Employer, or to prevent or inhibit an employee from exercising any right granted to the employee, under this Collective Agreement or any applicable Provincial or Federal Act or regulation.

## ARTICLE 13 NO HARASSMENT AND NO DISCRIMINATION

**13.01** The Employer and the Union recognize the right of all persons to work and learn at St. Thomas University in an environment free from harassment and discrimination. The Employer and the Union are committed to working together in a constructive manner to help create and maintain a respectful workplace environment. The Employer undertakes to make every reasonable effort to ensure that harassment and discrimination will not be tolerated in the workplace and to ensure the timely and effective response to, and the resolution of, such incidents.

**13.02** For the purposes of this Article, the following definitions apply:

- a) Discrimination is defined as the act of treating a person or group unequally by imposing unequal burdens, obligations, disadvantages, or preferences on the basis of the person's race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, sex (including pregnancy or child-birth), gender identity, gender expression, social condition, political belief or activity, conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered, or any other grounds covered by the *New Brunswick Human Rights Act* or the *Canadian Human Rights Act*.
- b) Harassment means engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome. This includes any unwelcome comments, conduct or gestures that provoke, irritate, threaten, annoy, insult or demean, or result in some other form of discomfort, or words or actions that demean or cause humiliation, offense or embarrassment to another person and, or, which adversely affects the employment or academic status of the individual.
  - i) Discriminatory harassment is harassment based on a protected ground as outlined in the definition of Discrimination in 13.02 a) above.
  - ii) Personal or psychological harassment is defined as any vexatious (unwarranted) behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an individual's dignity or psychological or physical integrity and that results in a harmful work or learning environment for that individual.
  - iii) Sexual harassment refers to all types of unwanted sexual attention, including comments, conduct or gestures of a sexual nature, that might reasonably be expected to cause offence, humiliation, or intimidation or that might reasonably be perceived as placing a condition of a sexual nature on employment or academic status.
- c) Workplace violence is defined as a violent act in which a person is abused, threatened, intimidated or assaulted in his or her employment through verbal, physical, sexual or



psychological means. Workplace violence includes, but is not limited to, threatening behaviour, verbal or written threats, verbal abuse or physical attacks (including bullying). Talking of violence or joking about violence will not be tolerated. In some circumstances, this definition could apply to a witness to such violence.

- d) Abuse of authority occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, undermine the performance of that job, threaten the economic livelihood of that employee or in any way interferes with, or influences, the career of the employee. It includes vexatious behaviour, intimidation, bullying, purposeful shunning, threats, blackmail or coercion. This is not to be interpreted to detract from the Employer's normal right to manage employees.

**13.03** There shall be no discrimination or harassment by reason of membership or activity in the PSAC. An allegation of such incidents is subject to the grievance procedure.

**13.04** The Parties agree that complaints alleging a breach of this Article will be dealt with expeditiously by the Employer. Any time limits in this Article may be extended by mutual agreement between the Employer and the Union.

**13.05** a) A breach of this Article is grievable under Article 11 – Grievance and Arbitration Procedure. Grievances relating to a violation of Article 13 – No Harassment and No discrimination shall be filed at Step 2 of the grievance procedure.

b) The final disposition and, or, any discipline of a respondent(s) for harassment or discrimination as a result of a complaint is grievable under Article 11 – Grievance and Arbitration Procedure. In this event, the Parties agree that Step 1 of the Grievance Procedure will be waived.

c) The timeline for the filing of a grievance by the employee(s) or Union does not formally commence until the Employer has informed the complainant(s), respondent(s), and Union in writing of the final disposition of the complaint.

**13.06** The Employer, Union, complainant(s), and respondent(s) will maintain all possible confidentiality throughout the complaint, investigation, and grievance process(es) except where disclosure is necessary for the purposes of investigating a complaint or grievance, or as required by law.

**13.07** At any time and by mutual agreement all involved may engage in an alternative dispute resolution (ADR) process.

**13.08** The Employer may take interim measures during an investigation process, including but not limited to temporary relocation, restructuring of supervisory relationships, and, or, requiring the individuals involved to not communicate directly with each other. The complainant(s), respondent(s), and, or, the Union may propose any such measures at any time during an investigation process. Every reasonable effort will be made to keep the individuals involved in

the workplace. Where an employee cannot be maintained in the workplace or given alternative work assignments, such employee will be provided leave with pay pending the outcome of the investigation.

**13.09** A Union representative and an accompanying support person requested by an employee when participating in a procedure under this Article shall be granted time off with pay by the Employer. Such procedures should normally be held during the employee's normal working hours. Where this is not possible, the employee will be granted equivalent time off with pay at the applicable overtime rate. In either case, such time will be recorded on an appropriate leave form.

**13.10** a) Retaliation, including threats of retaliation, against any employee who reports, witnesses or is involved in an investigation of an incident of harassment or discrimination in the workplace as referred to in this Article is strictly forbidden and will not be tolerated. A complaint that is unfounded does not necessarily constitute a complaint filed in bad faith.

b) The Employer will take such corrective action as it deems appropriate respecting any person under its direction who subjects one of its employees to such harassment, discrimination, or retaliation. Such corrective action may, or may not, include the imposition of disciplinary action.

**13.11** The provisions of this Article are not intended to discourage or prevent employees from exercising any other legal rights under tribunals of competent jurisdiction, including the right to file a human rights complaint under the *New Brunswick Human Rights Act*.

**13.12** When an employee has suffered violence in the workplace, the Employer will, in coordination with the Joint Health & Safety Committee, immediately investigate the situation in accordance with the Collective Agreement and all applicable provincial legislation and regulations. The Employer will keep the appropriate Union representative(s) informed of ongoing developments for each situation under investigation.

**13.13** It is further recognized that in exceptional circumstances, employees, while in the workplace, may be at heightened risk of physical violence and, or, verbal abuse from other persons. Where such a risk has been identified, the Employer and the Union Local shall meet to determine appropriate responses.

**13.14** Upon request, the Employer and the Local Union shall meet to discuss measures to improve the complaint and, or, investigative procedures. The Employer and the Local Union may make recommendations to the Parties with respect to any improvements which might require change(s) to the Collective Agreement.

## **ARTICLE 14 EMPLOYEE STATUS**

### **14.01 Full-time Employee**

A full-time employee is an employee who regularly works the normally required hours of work as established in Article 16 - Hours of Work.

### **14.02 Part-time Employee**

A part-time employee is an employee who regularly works less than the normally required hours of work for a full-time employee as established in Article 16 – Hours of Work.

### **14.03 Sessional Employee**

A sessional employee is a full-time or part-time employee hired for recurring sessional work for a duration with start and end months specified in the employee's letter of appointment. Sessional employees will be temporarily laid-off at the end of their work session and recalled for the subsequent work session as specified in the employee's letter of appointment.

A sessional employee, while working, is entitled to all applicable provisions of the Collective Agreement. The eligibility rules for the pension plan and employment benefit plans will apply where applicable.

While on temporary lay-off between sessions, eligible sessional employees will have the option to continue to receive health and dental, life, and accidental death and dismemberment (AD&D) coverage on the applicable cost-share basis; the eligibility rules for the pension plan will apply where applicable.

Notwithstanding the above provisions, sessional employees remain subject to layoff in the ordinary course, in accordance with Article 32 – Layoff, Recall and Severance.

### **14.04 Contract Term Employees**

a) A contract term employee is a full- or part-time employee hired for a fixed period of eight (8) months or greater for any of the following purposes:

- i) replacement of an employee who is on leave with or without pay;
- ii) term assignments;
- iii) non-recurring work; or,
- iv) special projects.

b) The need for a contract term employee is not expected to extend beyond the end of the fixed period and the employee's employment shall cease on the termination date specified in the employee's letter of appointment. An earlier termination date may result from an early return

to duty as per Clause 26.01 i) of Article 26 – Other Leave With or Without Pay. A copy of the letter of appointment shall be provided to the Union Local.

- c) Contract term employees are covered by all applicable provisions of this Collective Agreement during their term of employment. The eligibility rules for the pension plan and employment benefit plans will apply where applicable.
- d) Qualified, non-probationary employees may apply for a contract term job opportunity in accordance with Article 27 – Staffing Procedure. Upon completion of the term, the employee will be returned to the substantive position the employee held immediately before the commencement of the contract term position or an equivalent position with no decrease in pay.

#### **14.05 Student Employees**

Students can be employed to perform bargaining unit work, provided that the status of employment of bargaining unit employees is not affected in an adverse way. In addition, the Union Local supports the University's participation in government-sponsored job training and agrees that the University may provide employment to persons hired under these programs. The University will provide the Union Local with a monthly report of the number of student employees and the nature of work performed. Students are excluded from the bargaining unit and will not be subject to any of the provisions of the Collective Agreement.

#### **14.06 Grant Employees**

- a) A grant employee is a person appointed to a position where the duties of the position are within the scope of the bargaining unit description (i.e., certification order) and where the majority of funding for the position is from an external source. Grant employees hired for terms of twelve (12) months or less will be members of the union and, notwithstanding Article 15 - Probation and Trial Period, will be covered by all terms of the Collective Agreement with the exception of those relating to staffing, seniority, layoff and recall, hours of work, job classification, job security, all benefits (including disability, health, dental, life insurance and pension), leaves of absence, vacation, overtime, wages, tuition waiver. Grant employees hired for terms of greater than twelve (12) months will be members of the union and will be covered by all terms of the Collective Agreement with the exception of wages when the financial terms of the grant agreement conflict with the Collective Agreement. In such cases, the Employer will share the relevant financial details of the grant agreement with the Union Local.
- b) A grant employee's employment shall cease on the termination date specified in the employee's letter of appointment. A copy of the letter of appointment shall be provided to the Union Local.
- c) Notwithstanding Article 14.06 a), a permanent employee who accepts a grant appointment in the bargaining unit, or an extension to that grant appointment:

- i. will continue to accumulate seniority while in the grant appointment or extension, and
  - ii. shall be covered by all terms of the Collective Agreement with the exception of wages when the financial terms of the grant agreement conflict with the Collective Agreement. In such cases, the Employer will share the relevant financial details of the grant agreement with the Union Local.
- d) A permanent employee who accepts a grant appointment in the bargaining unit of eighteen (18) months or less or an extension resulting in a cumulative appointment of eighteen (18) months or less in total will have the right to return to their substantive position upon completion of the grant appointment or extension.

#### **14.07 Temporary and Casual Employees**

- a) Subject to Clause 14.07 b), temporary and casual employees may be engaged in a temporary capacity for less than eight (8) months. Temporary or casual employees are defined below and shall not be utilized to frustrate the filling of any vacant or newly created position of a period of eight (8) months or greater, or any other provision of the Collective Agreement:
  - i. 'Casual employee' means a person hired for an indefinite period of less than eight (8) months; and,
  - ii. 'Temporary employee' means an employee hired for a definite period of less than eight (8) months.
- b) For the initial three (3) months of active employment, temporaries or casuals will not be members of the bargaining unit nor will they be covered by the provisions of the Collective Agreement, but the Employer will observe all applicable employment, labour and human rights standards requirements. After three (3) months of active employment, they will become members of the Union and, notwithstanding Article 15 - Probation and Trial Period, be covered by all terms of the Collective Agreement with the exception of those relating to staffing, seniority, layoff and recall, hours of work, job classification, job security, all benefits (including disability, health, dental, life insurance and pension), leaves of absence, vacation (they will be paid four percent (4%) as part of their regular pay), overtime, wages, tuition waiver.
- c) A temporary or casual employee whose cumulative active employment reaches eight (8) months or more in any two-year period will, at that point, become a Contract Term employee and therefore, a member of the bargaining unit and be subject to all applicable provisions of this Collective Agreement.
- d) Job postings for temporary or casual positions are not subject to Article 27 – Staffing Procedure.

## **ARTICLE 15 PROBATION AND TRIAL PERIOD**

- 15.01** All newly hired employees shall be considered probationary employees.
- 15.02** Newly hired employees shall complete a six (6) month probationary period which may be extended up to an additional two (2) months by mutual agreement of the Parties. The purpose of the probationary period is to allow the Employer to assess the employee's suitability for continued employment. If a probationary employee is deemed not suitable, the employee may be terminated.
- 15.03** A probationary employee shall be entitled to all rights and privileges of the Collective Agreement.
- 15.04** During the probation period, the employee's supervisor shall review the employee's performance with the employee on a regular basis. At least two formal reviews shall be conducted, the first no later than the mid-point of the probation period. If performance issues are identified in this first review, the Employer will undertake a second evaluation prior to the final evaluation.
- 15.05** If during, or at the end of, a probationary period an employee is not deemed suitable for on-going employment in the position, the Human Resources Office will meet with and inform the employee and Union representative of the Employer's decision and provide a copy of the written decision including the reasons.
- 15.06** Except as outlined in Clauses 15.07 and 15.08, a current employee transferring or promoted to another position is subject to a trial period of forty-five (45) days.
- 15.07** An employee shall not be required to serve a trial period when:
- a) the employee is promoted without competition as a result of reclassification of the employee's position; or
  - b) the employee is transferred to a position in the same classification involving similar duties and responsibilities.
- 15.08** An employee who is temporarily appointed to another position on an acting basis is not considered to be on a trial period. If the employee is subsequently promoted to that position, the period during which the employee was in acting status will count towards the employee's trial period.

- 15.09** In the event an employee on a trial period either proves unsatisfactory, or so requests, the employee shall be returned to their former position without loss of seniority or wages or salary. Any other employees promoted or transferred because of the re-arrangement of position(s) shall also be returned to their former position(s) without loss of seniority or wages or salary.
- 15.10** A probationary employee discharged or terminated for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of one (1) week prior notice in writing, with a copy to the PSAC Local President, or payment in lieu thereof.

## ARTICLE 16 HOURS OF WORK

**16.01** Employees, excluding those in the General Labour and Trades classifications and Campus Ministry, are normally required to work seven (7) hours per day, Monday to Friday, totaling thirty-five (35) hours per week. Employees in the General Labour and Trades classifications are normally required to work eight (8) hours per day, Monday to Friday, totaling forty (40) hours per week. Employees in Campus Ministry are normally required to work seven (7) hours per day, Sunday to Thursday, totaling thirty-five (35) hours per week.

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 Monday and ending 12:00 midnight on Sunday.

**16.02** a) An employee's work hours are normally scheduled between the hours of 7:30 a.m. and 5:00 p.m. in accordance with 16.01. An employee's work hours are determined by the operational requirements of the office or department in which the employee works and are scheduled by the immediate supervisor in consultation with the Director of Human Resources, the employee(s) and the Local PSAC representative(s).

b) The Employer will give a minimum of ten (10) days' notice before implementing a change to the employee's normal work schedule.

c) Before changing an employee's normal work schedule, the Employer shall consider the wishes of the employee concerned and shall consult in a meaningful and constructive manner with the affected employee(s) and the Local PSAC representative(s). In all cases following such consultation, the Employer will, where practicable, make every reasonable effort to accommodate such employee representations as may have been conveyed by the PSAC representative(s) during the consultation.

**16.03** When establishing the starting and stopping times in a work unit, the Employer shall consult in a meaningful and constructive manner with the employees in the unit and the Local Representative.

**16.04** a) Employees, excluding those in the General Labour and Trades classifications, will have two paid breaks of fifteen (15) minutes each at approximately the midpoints of the morning and the afternoon and an unpaid lunch break of one hour to be taken between 11:30 a.m. and 2:30 p.m.

b) Employees in the General Labour and Trades classification will have two paid breaks of fifteen (15) minutes each at approximately the midpoints of the morning and the afternoon and an unpaid lunch break of one-half hour to be taken between 11:30 a.m. and 2:30 p.m.

**16.05** a) It is understood that for some scheduled University-related events during the period of September 1 to April 30 some employees in Advancement and Alumni Relations, Athletics, Recruitment, Drama, and Residence Life, may be scheduled to work a limited portion of their



work hours on Saturday, Sunday, in the evenings, or at a time other than between the hours of 7:30 a.m. and 5:00 p.m., Monday to Friday, on a straight-time basis. These abnormal hours will only be assigned when an event, due to its nature, must be scheduled outside of the employee's normal work hours. Before assigning this weekend or evening work the Employer will consider the personal circumstances of the employee and will give a minimum of ten (10) days' notice. When the abnormal hours are scheduled, an equivalent reduction in normal hours ("offset hours") is expected to occur in the same day or week the abnormal hours were scheduled.

- b) Upon providing the ten (10) day notice above, and if the event is scheduled after normal hours on a weekday, the supervisor and employee are expected to agree on the offset hours to occur in the same day as the event, but if the employee prefers those to be on another day or days, in the same work week, the supervisor will use their best efforts to accommodate the employee's preference(s).
- c) Should the event be scheduled on a weekend, a similar process as per (b) above would occur between the supervisor and the employee in an attempt to schedule the offset hours on an employee's preferred day or days during the same work week.
- d) The intent of this article is that the employee's seven (7) hours per day and thirty-five (35) hours per week ("normal hours"), as per Clause 16.01, will be respected. If all or any of the offset hours cannot be accommodated in accordance with the employee's preference(s), this will result in the payment of overtime for any remaining offset hours worked and not taken.

**16.06 a)** Notwithstanding anything to the contrary contained in this Collective Agreement, an employee may request a variation in their work hours, and approval by the Employer shall be based on operational requirements. Such variations may include, but not be limited to, the following:

- i) summer and winter hours;
- ii) starting and stopping times;
- iii) completion of the employee's weekly hours of work in a period other than provided for in the hours of work provisions of this Collective Agreement; and,
- iv) a modified work schedule which may exceed or be less than the employee's regular daily hours of work specified by this Collective Agreement (provided that the employee's normal work week shall average the weekly hours per week specified in this Collective Agreement over the life of the schedule and the maximum life of a schedule shall be six (6) months).

b) Notwithstanding anything to the contrary contained in this Collective Agreement, the implementation of any variation in hours as described in 16.06 a) shall not result in any additional overtime work or additional payment by reasons of such variation and whenever an employee changes their variable hours or no longer works variable hours, all appropriate adjustments will be made.

**16.07** Wash-up time will be permitted for Facilities Management employees when required.

## **ARTICLE 17 OVERTIME**

- 17.01** a) Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees normally performing the work.
- b) The Employer shall maintain an overtime equitable distribution list showing the overtime hours worked by, and offered to, such employees.
- 17.02** Hours worked by employees in excess of their normal work hours, as defined in Clause 16.01 of Article 16 – Hours of Work and subject to Clause 16.04, constitute overtime hours.
- 17.03** Overtime must be approved in advance by the immediate supervisor, or designate.
- 17.04** a) Overtime shall be assigned to the employee who normally does the work.
- b) If more than one employee normally does the work, it will be offered first to the employee who has the least amount of overtime on the overtime equitable distribution list.
- c) No employee shall be required to work overtime when other employees are available who are suitably qualified and willing to perform the required work.
- d) Where an insufficient number of employees referred to above are readily available for the overtime work, then overtime shall be assigned to the least senior of those employees.
- e) An employee has the right to decline an overtime assignment where they have already worked an excessive amount of overtime as established in the overtime equitable distribution list or within the previous five (5) days when there is an employee who is available, suitably qualified, and willing to perform the required work.
- f) If there is no employee who is available, suitably qualified, and willing to perform the required work, then the employee who has been assigned the overtime may raise concerns regarding their excessive overtime with their supervisor. In this case, the supervisor will not assign the overtime to the employee except in an emergency, and the Local President shall be informed of the details of the emergency.
- 17.05** When overtime is worked as a result of an employee being on standby status in accordance with Article 19 - Standby, the above outlined process is not applicable. However, any overtime opportunities which result from being on standby status will count in the overtime equitable distribution process.
- 17.06** An employee is entitled to overtime compensation, when approved in advance by the immediate supervisor, or designate, for each completed fifteen (15) minute period of overtime worked by the employee.

- 17.07** When an employee is scheduled to work overtime on a designated paid holiday or on a day of rest and reports to work, the employee shall be:
- a) compensated for the time actually worked or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater; and,
  - b) reimbursed for reasonable expenses incurred as follows:
    - i) kilometric allowance at the appropriate rate as contained in Clause 18.02 of Article 18 – Call-Back; or,
    - ii) out-of-pocket expenses for other means of alternate transportation.
- 17.08** Except in cases of emergency, call-back, or mutual agreement with the employee, the Employer shall give no less than twenty-four (24) hours' notice of any requirement for overtime work. In cases of emergency, the Employer shall immediately inform the Local President and the affected employee(s) of the details of the emergency requiring such short notice.
- 17.09** The normal compensation for overtime worked will be at the rate of time and one-half (1.5X) for each hour, or portion thereof, of overtime worked, unless the employee has requested in writing that the overtime be banked. An employee will receive double time (2X) for each hour, or portion thereof, of overtime worked on a Sunday (or Saturday in the case of Campus Minister). The Employer will pay overtime compensation on the next bi-weekly pay date, if possible, following the receipt of a complete and accurate overtime claim, and no later than four (4) weeks after receipt of the claim.
- 17.10** An employee shall have the option of banking up to a maximum of forty (40) hours of accumulated overtime during the fiscal year. Employees may use banked overtime as time off in lieu, subject to approval by the supervisor based on operational requirements. At the end of the fiscal year, any remaining overtime in the bank will be paid to the employee, or, at the employee's request, may be carried over, subject always to the forty (40) hour bank maximum. Payment of banked overtime shall be at the employee's straight-time rate of pay in effect on the date immediately prior to the day on which the employee uses the banked overtime.
- 17.11** When employees are required to work overtime and as a result do not have access to their regular mode of transportation, the employees shall be reimbursed for reasonable out-of-pocket expenses for alternate transportation.
- 17.12** When an employee works three (3) or more hours of overtime immediately prior to, or after, the employee's scheduled daily hours, the Employer will provide a meal or reimburse the cost of a meal up to fifteen dollars (\$15), upon presentation of a receipt, and provide a one-half (1/2) hour paid meal break. An additional meal or meal reimbursement up to fifteen dollars (\$15) and a one-half (1/2) hour paid meal break will be allowed for each contiguous three (3) hour period of overtime worked.

**17.13** Where an employee is entitled to overtime and has worked a period of overtime equal to the daily hours of work specified in Article 16 – Hours of Work, the employee shall continue to be compensated at the appropriate overtime rate for all hours worked until the employee is given a period of rest of at least eight (8) hours.

## **ARTICLE 18 CALL-BACK**

- 18.01** If an employee is called back to work by the Employer, and returns to work on a designated holiday which is not the employee's scheduled day of work or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:
- a) three (3) hours' pay at the applicable rate of overtime compensation for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; or,
  - b) for all time worked, at the applicable rate of overtime compensation.
- 18.02** An employee shall be reimbursed each time they are called back to work under this Article:
- a) for the use of their vehicle in accordance with the University's Travel Policy; or,
  - b) reasonable out-of-pocket expenses for other means of commercial transportation.
- 18.03** An employee who is called back to work by the Employer and is not required to return to the workplace to complete the work will be compensated for the time required to perform the work, for a minimum of thirty (30) minutes per issue at the applicable overtime rate.

## **ARTICLE 19 STANDBY**

- 19.01** Where the Employer requires an employee to be available on standby during their off-duty hours, an employee shall be compensated at the rate of one (1) hour for each four (4) consecutive hour period or portion thereof that the employee has been on standby.
- 19.02** An employee designated by letter, or by list, for standby duty shall be available to return for duty as quickly as possible, if called. If circumstances arise whereby an employee is unable to fulfill this obligation, the employee shall inform the supervisor as soon as possible. All employees on standby shall be provided with a portable means of contact at no cost to the employee unless the employee prefers to use his or her own portable means of contact. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties. No standby payment shall be granted if an employee is unable to report for duty when required.
- 19.03** An employee on standby who is required to report for work and reports for work shall be paid, in addition to the standby pay, compensation in accordance with the provisions of Articles 17 – Overtime and 18 – Call-Back.

## **ARTICLE 20 PAY ADMINISTRATION**

- 20.01** Employees shall be paid on a bi-weekly basis at the rate of pay to which they are entitled based upon the employee's position classification and as prescribed in Schedule "A". The Employer shall provide the Union Local with an annual statement indicating each employee's actual rate of pay, classification, including level and step, and position title for the employee's substantive position and, if applicable, acting position.
- 20.02** Upon initial appointment, a new employee shall be paid at the rate deemed appropriate by the Employer, acting fairly and reasonably, based on the employee's relevant qualifications and related work experience. The Employer shall inform the Union Local in writing of the rate deemed appropriate and its justification. In no case shall the employee be paid at a rate in the range that is less than the minimum rate or higher than the maximum rate.
- 20.03** A current employee appointed or reclassified to a higher rated position shall normally be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest salary step value in the new position, or such higher rate deemed appropriate by the Employer, and as specified in Schedule "A". In no case shall the employee be paid higher than the maximum rate in the new position.
- 20.04** A current employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same salary step in the new position.
- 20.05 Salary Protected Status**
- a) An employee whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as, or higher than, their current position, shall continue to receive the same rate of pay, salary step increases and negotiated salary increases on the same basis as if they had not been reclassified.
  - b) An employee whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than their position and for which the employee has the requisite skills and abilities, shall continue to receive the same rate of pay. The employee shall receive salary step increases on the same basis as if they had not been reclassified, but shall not receive negotiated salary increases. The employee shall be paid the applicable salary step for the new classification when it exceeds the protected rate.
  - c) An employee who is demoted shall receive the lesser of their current rate of pay and the maximum salary step in the new position.
- 20.06** Clause 20.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position. Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the



latter, the employee shall receive the applicable salary step when it exceeds their current rate in accordance with Clause 20.07.

- 20.07** No employee shall be required to perform any substantive work outside the bargaining unit without the employee's consent.
- 20.08** The Employer may appoint such an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.
- 20.09** For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.
- 20.10** When a salary step adjustment and a salary scale revision are effected on the same date, the step adjustment shall be applied first.
- 20.11** When the Employer, through the Human Resources Office, formally requires an employee to substantially perform the duties of a higher-level position in the bargaining unit in an acting capacity and the employee performs such duties the employee shall normally be paid acting pay calculated in accordance with Clause 20.03 from the date that the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts. The acting pay shall be at least five (5)% of the salary of their substantive position for performing such duties. An employee acting in a higher rated position shall continue to be entitled to the employee's pay increment for the lower rated position based on the employee's increment date in the lower rated position. When an employee receives an increment in the lower rated position, the employee's acting rate of pay will, if required, be adjusted accordingly.
- 20.12** In the event of termination of employment for reasons other than death or lay-off or disability, the Employer shall recover from any monies owed the employee an amount equivalent to unearned vacation taken by the employee.

## **ARTICLE 21 LEAVE GENERAL**

**21.01** An employee is entitled to be informed, upon request, of the balance of their vacation, sick and compensatory leave credits.

## **ARTICLE 22 DESIGNATED PAID HOLIDAYS**

**22.01** The following are paid holidays for employees:

New Year's Day  
Family Day (third Monday in February)  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
New Brunswick Day  
Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Eve Day  
Christmas Day  
Boxing Day  
New Year's Eve Day

**22.02** When a day designated as a holiday under Clause 22.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest, unless the Union and Employer otherwise agree in writing.

**22.03** Employees shall receive a day's pay at straight time for any of the designated holidays falling on normally scheduled working days. When an employee works on a designated holiday, additional payment will be made at the rate of time and one-half (1.5X) for all hours, or portion thereof, so worked, or time off in lieu thereof to be treated as compensatory time off under Article 17 - Overtime.

**22.04** An employee absent without pay on both their regularly scheduled full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Clause 25.03 in Article 25 – Leave With or Without Pay for PSAC or Union Business.

**22.05** When a day that is a designated holiday for an employee falls within a period of vacation leave or other leave with pay (for clarity, this excludes Maternity, Parental or Adoption Leave), that day shall count as a holiday and not as a day of leave.

**22.06** When a day designated as a holiday for an employee is moved to another day under the provisions of Clause 22.02:

- a) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest; and,

b) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

**22.07** Where operational requirements require that employees in Facilities Management are called back to work on December 25 and January 1, the Employer shall make every reasonable effort not to call back the same employee to work both December 25 and January 1 in the same holiday season without the employee's consent.

## ARTICLE 23 VACATION LEAVE

- 23.01** The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup> inclusive.
- 23.02** An employee in the bargaining unit shall earn vacation leave credits at the following rates for each calendar month during which the employee receives at least ten (10) days' pay:
- a) one and one-quarter (1 1/4) days until the month in which the employee completes seven (7) years of continuous service;
  - b) one and two-thirds (1 2/3) days commencing with the month in which the employee completes seven (7) years of continuous service;
  - c) two and one-twelfth (2 1/12) days commencing with the month in the employee completes seventeen (17) years of continuous service.
- 23.03** An employee who had received, prior to the date of certification, an appointment letter which stipulates vacation leave entitlement(s) greater than the above-noted shall retain such entitlements until the above-noted become greater.
- 23.04** For the purpose of vacation leave, continuous service is defined as the length of employment with the Employer from the most recent date of hire.
- Notwithstanding the above, for all employees in the bargaining unit on the date of ratification of the First Collective Agreement (February 28, 2015), 'continuous service' shall mean the length of all cumulative service with the Employer.
- 23.05** An employee is entitled to vacation leave with pay to the extent of the employee's earned credits, but an employee who has completed (6) months of service may submit a written request to the Director of Human Resources to receive an advance of credits equivalent to the anticipated credits for the vacation year. Such requests shall not be unreasonably denied.
- 23.06** Employees are expected to take their vacation leave during the vacation year in which it is earned.
- 23.07**
- a) Vacation requests must be submitted in writing to the employee's supervisor.
  - b) For requests received by April 1, seniority will be the determining factor in cases of conflict within a unit for selection of vacation periods in the following vacation year (May 1 to April 30). Such requests will not be assessed until the April 1 deadline has passed. Seniority rights shall not apply to vacation carried over from the previous year(s).
  - c) Vacation requests submitted after April 1 shall be approved on a first-come-first-served basis. Regardless of seniority, no such request shall displace vacation requested by the April 1 deadline and subsequently approved.

- d) With respect to 23.07 b) and c), those units where all employees are agreed, by consensus, upon a specific selection and, or, scheduling system for that unit, will be exempted from the application of this clause and will retain that current system.
- 23.08** a) Subject to 23.07 and operational requirements, the Employer shall provide an employee's vacation in an amount and at such time as the employee may request.
- b)
- i) The Employer shall give the employee as much notice in writing as is practicable and reasonable of approval, disapproval, alteration or cancellation of a request for vacation leave. In the case of disapproval, alteration or cancellation of such leave, the Employer, upon request from the employee, shall give the written reasons for the decision.
- ii) Subject to operational requirements, the Employer agrees to comply with any subsequent request made by the employee.
- 23.09** Where, in respect of any period of vacation leave with pay, an employee is granted any other leave with pay, the period of vacation leave with pay so displaced shall either be added to the vacation period, if requested by the employee and approved by the Employer, or reinstated for the employee's use at a later date. The Employer agrees to comply with any subsequent request made by the employee, subject to operational requirements as determined by the Employer acting reasonably.
- 23.10** Where in any vacation year an employee has not used all of the vacation leave with pay credited to the employee, the unused portion of the employee's vacation leave shall be carried over into the following vacation year. Carry-over beyond one year shall not be permitted. Any unused portion of carried-over vacation leave that is in excess of the employee's annual entitlement will be paid out on the next pay following May 31<sup>st</sup> calculated based on the employee's current rate of pay.
- 23.11** During the vacation year, upon application by the employee, the Employer may grant carry-over of vacation leave.
- 23.12** Except by mutual agreement of the employee and the Employer, the Employer will not cancel a period of vacation leave which has been previously approved and will not recall an employee to duty after the employee has proceeded on vacation leave with pay.
- 23.13** When, during any period of vacation leave with pay, an employee is recalled to duty in accordance with the above-noted Clause 23.12, the employee shall be reimbursed for expenses in accordance with Article 40 - Travel:
- a) when proceeding to the employee's place of duty; and,

- b) when returning to the place from which the employee was recalled if the employee immediately resumes vacation upon completing the assignment for which the employee was recalled.
- 23.14** The employee shall not be considered as being on vacation leave with pay during any period in respect of which the employee is returning to work, at work and returning to vacation under Clause 23.12. Such time shall be considered as time worked.
- 23.15** When the Employer cancels a period of vacation leave which it has previously approved in writing, the Employer shall reimburse the employee for the non-returnable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the Employer may reasonably require. The employee will attempt to mitigate any losses incurred and will provide proof of such action to the Employer.
- 23.16** When an employee dies or otherwise ceases to be employed, the employee or the employee's estate shall be paid an amount equal to the product obtained by multiplying the number of days of earned but unused vacation leave credits by the employee's daily rate of pay at the time of termination of the employee's employment.

## **ARTICLE 24 EDUCATION AND CAREER DEVELOPMENT LEAVE**

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

### **24.02 Education Leave**

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

### **24.03 Career Development and Leave**

- a) "Career development" refers to an activity which in the opinion of the Employer is likely to be of assistance to the individual in furthering their career development and to the Employer in achieving its goals. The following activities shall be deemed to be a part of career development:
  - i) a course given by the Employer;
  - ii) a course offered by a recognized academic institution;



- iii) a seminar, convention, or study session in a specialized field directly related to the employee's work; or,
  - iv) at the Employer's discretion, examination leave for the purpose of writing an examination that takes place during the employee's scheduled hours of work.
- b) Employees seeking leave with pay to attend a career development activity must apply to their supervisors for approval either orally or in writing. If the request is denied, the employee may request a response outlining the reason(s) for the denial. The supervisor may provide an oral response if the original application was oral.
- c) The employee shall receive no compensation under the Overtime and Traveling Time provisions of the collective agreement during time spent on Career Development Leave provided for in this clause.
- d) While participating in an approved career development activity, employees shall be reimbursed for expenses in accordance with Article 40 - Travel.

#### **24.04 Annual Training Opportunity**

Every reasonable effort will be made to provide each employee the opportunity to attend an annual training opportunity for the purpose of development or enhancement of knowledge, skills and abilities related to work performed, promotional opportunities and personal growth. The annual training opportunity may be offered to all employees on either a unit, university-wide or combined basis. The Union Local and the Employer will work together through the Joint Consultation Committee to select topics for the annual training opportunity and to assess the effectiveness of the training.

## **ARTICLE 25 LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS**

**25.01** The Employer will grant a maximum of two hundred and fifty (250) person hours leave with pay per year to members of the bargaining unit for union activities, including but not limited to:

- a) attending Executive Council meetings and conventions of the PSAC, conventions of the Canadian Labour Congress, conventions of the New Brunswick Federation of Labour and conventions of the Fredericton and District Labour Council;
- b) training related to the duties of a representative;
- c) performing administrative or executive duties on behalf of the Local;
- d) preparing for grievance or arbitration hearings; and
- e) serving as a witness at either an Arbitration Board or the New Brunswick Labour and Employment Board.

The leave allotment specified in this article is in addition to leave with pay to attend grievance and arbitration hearings specified in Clause 11.05 of Article 11 – Grievance and Arbitration Procedure, leave with pay for Joint Consultation Committee meetings specified in Clause 7.03 of Article 7 – Joint Consultation Committee, leave with pay to attend Employer-Union meetings specified in Clause 25.03 below, and any other leave with pay as specified in this Collective Agreement.

**25.02** The Employer will grant leave with pay to a reasonable number of employees to attend meetings between the Employer and the PSAC.

**25.03** The Employer will grant a maximum of three hundred (300) person hours leave with pay to members of the bargaining unit to prepare for and negotiate a new collective agreement. Any leave in excess of 300 hours will be considered as leave without pay for the negotiating team unless alternative compensation arrangements are made by the PSAC.

**25.04** Requests for leave outlined in this article will be made in advance, in writing, and must be approved by the relevant supervisor. Such requests shall not be unreasonably denied.

**25.05** An employee who has been elected or appointed to a full-time office of the PSAC, or the Local shall be entitled, with a minimum of at least one (1) months' notice, to leave without pay for a period of up to one year, or one term (three (3) years) of office.

The Employee may elect to continue their Employee Benefits and optional coverage by paying the full cost of continued coverage.

The Employee may elect to contribute to the Pension Plan at the rate of salary they are receiving in the elected or appointed position or office by paying the contributions required by the Pension Plan.

An employee who returns to work with the Employer after a period of leave without pay granted under this clause shall have the time spent on leave credited for purposes of seniority. Such an employee has the right to return to their former classification level and, if practicable, their former position.

**25.06** The Employer will maintain salary and benefits for employees on leave with pay pursuant to this Article.

## ARTICLE 26 OTHER LEAVE WITH OR WITHOUT PAY

### 26.01 General Provisions

For the purpose of this Collective Agreement:

- a) An employee may return to duty after the expiration of any leave granted under this Collective Agreement, or may return earlier after giving the Employer either two (2) days written notice (in the case of any leave of four (4) months or less) or two (2) weeks written notice (in the case of any leave greater than four (4) months), of the employee's intention to do so.
- b) The employee shall be permitted to resume work in the substantive position the employee held immediately before the commencement of the leave or an equivalent position with no decrease in pay and with no loss of benefits accrued up to the commencement of the leave.
- c) "Spouse" means the person the employee is legally married to or with whom the employee has a common law relationship. For the purpose of this Collective Agreement, a common law spouse is a person who the employee has publicly represented as their spouse and with whom the employee has co-habited for a continuous period of at least one (1) year. Notwithstanding this, for the purpose of entitlements governed by the *New Brunswick Pension Benefits Act*, the definition of spouse will be as defined in that Act.
- d) The various leaves described in this Collective Agreement shall fall into three categories as follows:
  - i) Approved Leaves with Pay such as but not limited to vacation, bereavement, court, family-related responsibilities, compassionate, and graduation/convocation leaves (does not include Article 36 – Sick Leave).
  - ii) Approved Leaves without Pay such as but not limited to leave without pay, education, political, union business, and self-funded leaves.
  - iii) Approved Government-sponsored Leaves such as but not limited to maternity/adoption/parental, Workers' Compensation Act Leave, and compassionate care leaves.
- e) An employee on a Leave with Pay or a Government-sponsored Leave will continue to accrue seniority while on leave. An employee on a Leave without Pay will not accrue seniority while on leave with the exception of an employee who returns after a leave without pay for union business as described in Article 25 – Leave With or Without Pay for PSAC or Union Business.
- f) An employee on a Leave with Pay will continue to accrue vacation and sick leave credits, and will remain eligible for benefits, pension contributions, and salary grid progression (if applicable).

- g) An employee on a Leave without Pay or a Government-sponsored Leave will not continue to accrue vacation and sick leave credits.
- h) Employees on Education Leave are eligible for salary grid progression. All other employees on a Leave without Pay or on a Government-sponsored Leave must work a minimum of six (6) months during the evaluation period (July 1st to June 30th) to be eligible for salary grid progression (if applicable).
- i) An employee on a Leave without Pay or a Government-sponsored Leave will remain eligible for benefits. Such employees who choose to maintain their benefits must make arrangements with the Employer in advance of the commencement of the leave to pay the employee portion of applicable benefit premiums. An employee on a leave without pay for union business or political leave who chooses to maintain their benefits must make arrangements with the Employer in advance of the commencement of the leave to pay the full cost of applicable insurance premiums.
- j) An employee on a Leave without Pay or a Government-sponsored Leave may make contributions to the pension plan. The Employer will make contributions only when the employee has made contributions while on Workers' Compensation Act Leave or during the top-up period of the Supplemental Unemployment Benefit in the case of Maternity/Parental/Adoption Leave; otherwise, the Employer will make no contributions.
- k) Notwithstanding any other provisions, it is understood that employees on a leave with or without pay remain subject to layoff in the ordinary course, in accordance with Article 32 – Layoff, Recall and Severance.
- l) The Employer reserves the right not to fill positions made vacant through all approved leaves outlined in this Article as well as in Article 24 – Education and Career Development Leave, 25 – Leave With or Without Pay for PSAC or Union Business, and 36 – Sick Leave, or to fill such positions on a part-time basis. In circumstances of absences of a known duration of eight (8) months or greater, and where the Employer chooses to fill the position, internal job posting under Article 27 – Staffing Procedure shall apply. In all other circumstances, the Employer may use temporary/casuals. When the Employer decides not to fill leaves of absence of eight (8) months or greater, it shall offer to meet with the Union to discuss its reasons and will give consideration to any union concerns.

## **26.02 Leave Without Pay**

- a) Leave without pay shall be for a period of up to twelve (12) months on the approval of the Employer. Leaves without pay exceeding twelve (12) months, or an extension to a previously approved leave, may be granted on the approval of the Employer. Such leave requests shall not be unreasonably denied.
- b) Requests for leave without pay, or an extension to a previously approved leave, shall be submitted in writing to the Director of Human Resources with a copy to the employee's supervisor. An employee intending to take a Leave without pay shall give as much notice as possible, preferably not less than one (1) month.
- c) The Director of Human Resources will make every reasonable effort to respond, in writing, as quickly as possible, after consultation with the employee's supervisor.
- d) If the request is denied, the written response will include the reasons for the denial and a copy shall be provided to the Union Local.
- e) Notwithstanding Articles 26.01 and 26.02, an employee who works full-time for another employer while on approved leave without pay shall not be eligible for Employee Benefit Plans.

## **26.03 Political Leave**

- a) The Employer recognizes the right of every employee to enter political life if so desired. Subject to operational requirements, a leave of absence without pay shall be granted to an employee seeking election to public office in the Municipality, New Brunswick Legislature, or Parliament of Canada.
- b) The employee may opt to take part, or all, of the employee's accrued annual vacation and, or, accumulated overtime (as compensatory leave) during the above-noted leave period.
- c) The length of leave may vary but shall not exceed the period from the date of official filing of nominations to a date seven (7) days after the election.
- d) In the event the employee is elected to such public office, the employee will be granted further leave of absence without pay for up to one (1) term of office. At the end of the elected term of office, the employee may return to work in accordance with Clause 26.01 ii) – General Provisions.

## **26.04 Bereavement Leave with Pay**

- a) In the event of a death in the immediate family, an employee shall be entitled to leave with pay for a period of up to five (5) days. Immediate family is defined as father, mother,

childhood guardian, step-father, step-mother, brother, sister, step-sibling, spouse, fiancé(e), child, grandchild, step-child, or anyone for whom the employee is a legal guardian.

- b) In the event of the death of a mother or father of the spouse, grandparent, fiancé(e)'s child, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, the employee shall be entitled to three (3) days leave with pay.
- c) In the event of the death of an employee's aunt, uncle, nephew, niece, or a relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who resides outside the employee's residence and for whom the employee has formally declared responsibility for assistance and, or, support, the employee shall be entitled to one (1) day leave with pay.
- d) In addition to the above, an employee may be granted up to two (2) days for travel and shall be paid for those travel day(s) which are not regularly scheduled days of rest. An additional travel day may be granted in exceptional cases, subject to the proviso that the employee obtains prior approval from the Director of Human Resources.
- e) An employee shall receive one-half (½) day leave with pay to serve as a pallbearer at a funeral. Upon application, the Director of Human Resources will consider granting reasonable travel time to a maximum of one-half (½) day. This leave, including travel time to be a pallbearer, will not be in addition to the Bereavement Leaves granted under this Article.
- f) In exceptional cases other than those covered above, the Employer may grant an employee leave with pay, normally up to three (3) hours, to attend a funeral as a mourner, subject to the proviso that the employee obtains prior approval from the Director of Human Resources.
- g) It is recognized by the Parties that bereavement leave may be granted in circumstances where cultural or religious traditions have created important family relationships not described in this article. The Employer may, after considering the particular circumstances involved, grant reasonable leave with pay. This entitlement is subject to the proviso that the employee obtains prior approval from the Director of Human Resources.

#### **26.05 Court Leave**

- a) The Employer shall grant leave with pay to an employee for the period of time they are required:
  - i) to participate in jury selection;
  - ii) to serve on a jury; or,
  - iii) by subpoena, summons or similar instrument, to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner,

court of justice, legislative council or any person or body of persons authorized by law to compel the attendance of witnesses before it.

- b) The employee will give the supervisor as much notice as possible for court leave.
- c) An employee shall be entitled to retain any per diem or reimbursement of expenses received from other sources as a result of performing this service.
- d) Employees no longer required for service under Clause 26.05 a) shall be required to return to work unless otherwise authorized by their supervisor.

#### **26.06 Leave for Court Appearance**

In the event that an employee is accused of an offence which requires a court appearance, the employee shall be granted leave without pay. The employee shall have the option of taking accrued annual vacation leave or overtime (as compensatory leave) for the court appearance.

#### **26.07 Leave with Pay for Family-Related Responsibilities**

- a) For the purpose of this clause, family is defined as father, mother, step-father, step-mother, brother, sister, spouse, fiancé(e), child, step-child, child of fiancé(e), anyone for whom the employee is a legal guardian, or any relative permanently residing in the employee's household or with whom the employee permanently resides, or a person who resides outside the employee's residence and for whom the employee has formally declared responsibility for assistance and, or, support.
- b) The Employer shall, subject to 26.07 c), grant leave with pay under the following circumstances:
  - i) up to one (1) day for a medical related or dental appointment per situation when the dependent family member is incapable of attending the appointments alone, or for appointments with appropriate school authorities;
  - ii) up to two (2) days per situation to provide for the temporary care of a sick member of the employee's family;
  - iii) up to one (1) day per situation for a medical, dental or legal appointment for the employee; and,
  - iv) up to one (1) day per situation to attend to the needs related to family emergencies.
- c) The total (aggregate) leave with pay which may be granted under sub-clause (b) shall not exceed five (5) days in a fiscal year (May 1 to April 30).



- d) The Employer shall grant up to three (3) days of leave with pay per situation for needs directly related to the birth or adoption of the employee's child.
- e) An employee is expected to make reasonable efforts to schedule appointments to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible.
- f) Such leave shall not be withheld unreasonably or in a discriminatory manner.

#### **26.08 Compassionate Leave and Compassionate Care Leave**

- a) Compassionate Leave: At the discretion of the employer, an employee may be granted up to one (1) day leave with pay per fiscal year for an emergency arising in the employee's personal life requiring absence from work.
- b) Compassionate Care Leave: In accordance with the criteria specified in the *New Brunswick Employment Standards Act*, the employer shall, upon the request of an employee, grant the employee a leave of absence without pay from employment of up to twenty-six (26) weeks (plus up to a two (2) week waiting period, if applicable under Employment Insurance) to provide care or support to a person with whom the employee has a close family relationship. It is recognized that the employee may be eligible to receive Employment Insurance (EI) Compassionate Care benefits. An employee shall advise the Employer as soon as possible of any intention to take compassionate care leave.

#### **26.09 Workers' Compensation Act Leave**

All employees subject to this Collective Agreement shall be covered by the provisions of the *Workers' Compensation Act* of New Brunswick. Accordingly, an employee is entitled to leave without pay from the Employer when an employee is off work due to an accident or occupational disease resulting from his employment and which is accepted as compensable by WorkSafe NB.

#### **26.10 Religious Holy Days**

The Employer recognizes that the make-up of its workforce may include employees of various religious beliefs. Subject to operational requirements, the Employer undertakes to make every reasonable effort to facilitate such arrangements that would allow the employee time off on holy days or time off to meet other religious obligations. Such arrangements may include the use of Designated Holidays (as defined in Article 22 - Designated Paid Holidays), earned compensatory leave, vacation leave or leave without pay. The employee shall give four (4) weeks' written notice of any request under this Article.

## **26.11 Graduation, Convocation, or Encaenia Leave**

- a) In the event that an employee is the recipient of a degree, diploma, or certificate (excluding Certificates of Participation or Achievement) at a convocation, encaenia, or graduation ceremony of a university or community college, the employee shall be granted one (1) day of leave with pay in order to attend the event.
- b) In the event that an immediate family member of an employee as defined in Article 26.04 a) receives a degree or diploma at a convocation, encaenia, or graduation ceremony of a university or community college, the employee shall be granted one half day of leave with pay in order to attend the event.

## **26.12 Maternity/Adoption/Parental Leave**

- a) The commencement and termination dates of an employee's maternity and parental leave shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. Subject to Clauses 26.12A, 26.12B, and 26.12C, an employee is entitled to a combined maximum of fifty-two (52) weeks of maternity/adoption/parental leave.
- b) An employee may be awarded sick leave for illness regardless of its association with pregnancy any time prior to the scheduled beginning of the employee's maternity/adoption/parental leave or the birth of the child, whichever occurs earlier.

### **26.12A Maternity Leave and Benefits**

Upon request by an Employee, the Employer shall grant maternity leave consistent with the *Employment Standards Act* of New Brunswick. The Employee will advise his/her Supervisor in writing of the expected date of delivery, and of her intention to take maternity leave including the anticipated commencement date and duration of such leave as early as possible.

**26.12A.01** Subject to Clause 26.12A.02, the Employee's salary shall be maintained at 100% of her regular weekly earnings for the period of her leave by the Employer paying the difference between the EI maternity benefits and 100% of the Employee's regular weekly earnings.

**26.12A.02** The Employee is required to apply for EI maternity benefits and must be eligible for EI maternity benefits for the Employer to be required to maintain 100% of the Employee's regular weekly earnings under Clause 26.12A.01. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary. In any week, the total combined amount of Employer maternity benefits and EI maternity benefits and other earnings received by the Employee shall not exceed 100% of the

Employee's regular weekly earnings. The Employee will be asked to submit her benefit stub to verify receipt of EI benefits and other earnings.

**26.12B Parental and Adoption Leave and Benefits**

**26.12B.01** Upon request by an Employee, a) who is the biological parent of a newborn or unborn child, or b) who is adopting or has adopted a child, the Employer shall grant parental leave consistent 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, the Employee must commence the parental leave immediately on the expiry of maternity leave, unless the Employer and the Employee agree otherwise. Application for parental leave will be included with the application to take maternity leave in Clause 26.12A.01, except where substantially changed circumstances could not have reasonably been foreseen. The Employee will advise his/her Supervisor in writing of the expected date of delivery or adoption; and of his or her intention to take parental leave, including the anticipated commencement date and duration of such leave, as early as possible.

**26.12B.02** Subject to Clause 26.12B.03, the Employee's salary shall be maintained at 100% of regular weekly earnings for fourteen (14) weeks of parental leave by the Employer paying the difference between the EI parental benefits and 100% of the Employee's regular weekly earnings.

**26.12B.03** The Employee is required to apply for EI parental benefits and must be eligible for EI parental benefits for the Employer to be required to maintain the Employee's regular weekly earnings at 100% under Clause 26.12B.02. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary. In any week, the total combined amount of Employer parental benefits and EI parental benefits and other earnings received by the Employee shall not exceed 100% of the Employee's regular weekly earnings. The Employee shall be asked to submit his or her benefit stub to verify receipt of EI benefits and other earnings.

**26.12C Adoption Leave and Benefits**

**26.12C.01** Upon request by an Employee, the Employer shall grant adoption leave for a period of up to seventeen (17) weeks (including time taken as parental leave) at the time of placement of one or more children for the purposes of adoption pursuant to the laws governing adoption for the Province of New Brunswick.

**26.12C.02** It is recognized that there may be very little notice provided by the agency. However, it is expected that the Employee will provide as much notice to his/her

Supervisor as is possible as to the length of the leave and the date that the leave will begin.

**26.12C.03** Subject to the requirements set out in this Article, the Employee's salary shall be maintained at 100% of regular weekly earnings for the period of the leave. This shall be done by the Employer paying the difference between the EI parental benefits and 100% of the Employee's regular weekly earnings. The Employee is required to apply for EI Parental Benefits and must be eligible for EI parental benefits for the Employer to be required to maintain 100% of the Employee's regular weekly earnings under this Article. In any week, the total combined amount of Employer adoption benefits and EI parental benefits and other earnings received by the Employee shall not exceed 100% of the Employee's regular weekly earnings. Contributions to the pension and insurance benefit plans shall continue on the part of the Employee and the Employer on the basis of 100% of salary.

## **26.13 Self-Funded Leave**

### **26.13.01 Description**

Self-funded leave provides eligible employees with the opportunity to personally fund a subsequent leave of absence by deferring part of their salary.

### **26.13.02 Eligibility**

Permanent full- and part-time employees with at least five (5) years of continuous service with the Employer are eligible to apply for self-funded leave.

### **26.13.03 Applying for Self-Funded Leave**

An application for a self-funded leave must be made in writing to the employee's supervisor at least one month before the proposed start date of the period of deferred salary. The application must include the date that the deferral of salary is to start, the percentage of annual salary to be deferred, and the start and end dates of the leave of absence.

A request for self-funded leave must be recommended by the employee's supervisor and approved by the Employer.

A self-funded leave may not be taken more often than every five (5) years.

### **26.13.04 Deferral of Salary**

The salary to be deferred in any calendar year may not exceed 33 1/3% of an employee's annual salary.

The salary deferred shall be deposited in a deposit account in trust for each employee at the Bank with which the Employer deals. The terms and conditions, including interest, related to the deposit account at the Bank shall apply.

#### **26.13.05 Start Date and Duration of Leave**

A self-funded leave of absence must start within six (6) years of the date of the first salary deferral. The leave must be a minimum of three (3) consecutive months and can be no more than twelve (12) consecutive months in duration.

The deferred salary plus any interest will be paid during the leave of absence in installments conforming to the regular pay periods.

#### **26.13.06 Benefits and Pensions**

Benefit coverages and premiums for employees participating in self-funded leave will be maintained in accordance with Clause 26.01 – General Provisions; however, LTD coverage will be based on the employee's reduced or deferred salary, whichever applies.

Employees who are members of the pension plan will have pension contributions deducted on their reduced or deferred salary, whichever applies.

#### **26.13.07 Cancellation of Leave**

Employees may withdraw from self-funded leave up to three (3) months before the date of the scheduled leave by informing their supervisor in writing. The amount of accumulated deferred salary and interest, less required deductions, will then be paid to the employee.

The Employer reserves the right to delay the start of a self-funded leave due to unforeseen circumstances. Written notice of such a delay will be provided to the employee at least three (3) months before the date of the scheduled leave. The employee may then agree to accept the delay or to withdraw from self-funded leave.

#### **26.13.08 Severance of Employment During Salary Deferral Period**

In the event an employee's employment is severed during the salary deferral period (e.g., death, resignation, retirement, or termination), the amount of accumulated deferred salary and any interest not already paid, less any required deductions, will be paid to the employee or the employee's estate, as applicable.

#### **26.14 Domestic Violence, Intimate Partner Violence, or Sexual Violence Leave**

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

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

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

The first seven (7) days of this leave shall be paid according to the terms and conditions of the *Act* and Regulations.

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

## **ARTICLE 27 STAFFING PROCEDURE**

- 27.01** The Employer shall post all vacancies and newly created positions in the Bargaining Unit (hereinafter referred to as an Employment Opportunity) and such employment opportunities will be open to all employees in the Bargaining Unit.
- 27.02** When an Employment Opportunity occurs for a position within the Bargaining Unit, the Employer will make every reasonable effort to ensure that a notice of the Employment Opportunity is delivered by email to every employee together with the job posting and position description. The posting shall include the information specified in Clause 27.03. Employees shall have a minimum of ten (10) working days to apply. The Employer will consider only applicants from within the Bargaining Unit including those on layoff status, and make a decision before advertising or considering applicants from outside the Bargaining Unit.
- 27.03** The job posting shall be posted for a minimum of ten (10) working days and shall contain the title and nature of position, the Requirements, the hours of work, the classification, level, and salary (including range, if applicable) of the Employment Opportunity. In this Article, "Requirements" means required knowledge, education, skills, qualifications, abilities and experience, language(s) (e.g., unilingual, bilingual or other), and any required license, certification or trades ticket. The Employer may consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and, in such a case, the Employer shall so state on the job posting. The posting shall indicate the closing date and that prospective candidates are required to submit an application in writing, or by e-mail, no later than 4:30 p.m. on the closing date. The posting shall also contain a statement regarding St. Thomas University's commitment to employment equity for all equity groups.
- 27.04** The Requirements contained in the posting shall be fair, reasonable and relevant to the job description for the Employment Opportunity.
- 27.05** A copy of job postings for all vacancies for positions within the bargaining unit, and for all newly created positions both in and out of the bargaining unit, shall be forwarded to the Union Local two (2) days prior to posting. Upon request by the Union Local, the Employer shall meet with the Union to discuss any concerns with the job posting.
- 27.06** If there are no qualified candidates within the Bargaining Unit for the Employment Opportunity following the process outlined in this Article and an employee has applied who does not meet the requirements but has indicated in a covering letter that they could qualify following a reasonable period of training and experience, then that employee shall be considered for the Employment Opportunity. In the event there is no successful candidate within the Bargaining Unit for the Employment Opportunity following the process outlined in this Article, then an external search may be carried out and external candidates may be considered. By mutual consent of the Employer and the Union Local, an Employment Opportunity may be advertised externally at the same time as the internal posting, or the ten (10) working days required for the internal job posting may be waived.

- 27.07** Consideration will first be given to qualified non-probationary permanent employees. Candidates for the Employment Opportunity will be evaluated according to the posted Requirements as defined in Clause 27.03. This process shall normally include an interview with, and reference checks by, a selection committee. In filling the Job Opportunity, the position shall be awarded to the candidate receiving the highest rating according to this process; however, when the candidates are relatively equal, the candidate with the greatest seniority will be offered the position. If an employee does not accept the offer then the employee with the next highest rating, or when applicable the next greatest seniority, shall then be offered the job opportunity.
- 27.08**
- a) Candidates shall normally be advised within two (2) weeks after the completion of a staffing process of the result of the competition and the name of the successful candidate will be announced to the University community.
  - b) On request, all unsuccessful candidates will be advised of the reason(s) why they were not successful in the competition and at their option may discuss their assessment with the Director of Human Resources or a delegate from the selection committee.
  - c) If requested by the employee following the discussion, the reason(s) will also be communicated in writing.
- 27.09** If requested by the PSAC in writing, the Employer will provide full disclosure of all information relative to the unsuccessful candidate's assessment, including when evaluated as not qualified, as well as all information relative to the assessment of the successful candidate.



## ARTICLE 28 JOB CLASSIFICATION

### New Positions

**28.01** The Employer agrees to inform the PSAC of the creation of any new positions. The Employer shall provide the PSAC with a copy of the new position's job description and an indication of its placement in the organizational chart and proposed inclusion in, or proposed exclusion from (including rationale), the bargaining unit. If the position is proposed to be included in the bargaining unit, it will be classified as per Article 28.02. If the position is proposed to be excluded from the bargaining unit, upon written request from the PSAC, within thirty (30) working days of notification to this effect, the Parties shall meet to discuss this proposal. In the event that the Parties fail to agree, the matter shall be referred to the New Brunswick Labour and Employment Board for final resolution.

### 28.02

- a) New positions shall be assigned a provisional job rating and classification by the Director of Human Resources in consultation with the Union for the purposes of job posting. The provisional job classification will apply for a minimum of one (1) year from the date of hire.
- b) The first employee to complete twelve (12) months in a new position shall complete a Job Information Questionnaire (JIQ) and forward it to the Director of Human Resources.
- c) Within thirty (30) working days of receiving the JIQ, the Director of Human Resources will conduct a classification review in accordance with the Job Evaluation Plan and inform all employees in the position and the Union in writing of the classification review decision. Such written notification will include position evaluation by factor, point total, rationale, and level and rate of pay as per Schedule A of the Collective Agreement.
- d) In the event the employee(s) or the Union disagrees with the classification review decision, the PSAC may refer the matter to a job evaluation consultant for a final classification decision. The consultant will be tasked with ensuring the job evaluation of the position is correct. The consultant shall be chosen by mutual agreement by the Parties. Each Party shall bear one-half (1/2) of the costs of the consultant.
- e) The consultant will receive all documentation from the Director of Human Resources and have access to all information on the job evaluations at St. Thomas University relevant to the bargaining unit positions. The consultant will contact the supervisor and/or employee(s) for information concerning the position.
- f) The consultant's decision shall be final and binding and not subject to Article 11 – Grievance and Arbitration.

- g) Following the process above:
  - i. If the position's final classification is higher than its provisional classification, any salary change (including range where applicable) will be retroactive to the date of hire for all employees occupying such position.
  - ii. If the position's final classification is lower than its provisional classification, the employee shall continue to receive the same rate of pay, salary step increases and negotiated salary increases on the same basis as if their job had not been classified lower.
- h) The classification level and salary (including range where applicable) shall be appended to and form part of this Agreement.

### **Existing Positions**

#### **28.03**

- a) If the duties and/or responsibilities of a position have changed substantively, employee(s) may request a classification review of such position by submitting a revised Job Information Questionnaire (JIQ), with a description of how the position has changed substantively, to the Director of Human Resources, with a copy to their immediate supervisor(s).
- b) The Director of Human Resources will conduct the classification review in accordance with the Job Evaluation Plan.
- c) The Director of Human Resources will provide a written classification review decision to all employee(s) in the position and the Union within thirty (30) working days of the request for a classification review. Such written notification will include position evaluation by factor, point total, rationale, and level and rate of pay as per Schedule A of the Collective Agreement.
- d) In the event the employee(s) or the Union disagrees with the outcome of the classification review decision, the PSAC may refer to a job evaluation consultant for a final classification decision. The consultant will be tasked with ensuring the job evaluation of the position is correct. The consultant shall be chosen by mutual agreement between the Parties. Each Party shall bear one-half (1/2) of the costs of the consultant.
- e) The consultant will receive all documentation from the Director of Human Resources and have access to all information on the job evaluations at St. Thomas University relevant to the bargaining unit positions. The consultant will contact the supervisor and/or employee(s) for information concerning the position.
- f) The consultant's decision shall be final and binding and not subject to Article 11 – Grievance and Arbitration.

- g) Following the process above, if the review or appeal decision determines that the position has changed substantively and/or should be reclassified, any salary change (including range where applicable) shall be appended to and form part of this Agreement and will be retroactive to the earlier of:
  - i. the date on which the employee(s) requested the review; or
  - ii. the date on which the employee(s) requested an updated job description, if the request for review is made within thirty (30) working days of the date the employee(s) receives the updated job description from the Employer. The Employer shall provide the updated job description to the employee(s) within thirty (30) working days of receiving the request.
- h) If the position's final classification is lower than its provisional classification, the employee shall continue to receive the same rate of pay, salary step increases and negotiated salary increases on the same basis as if their job had not been classified lower.

**28.04** It is understood by the Parties that decisions on the classification of a position apply to all employees of the position.

**28.05** The time limits set out in this Article may be amended by mutual agreement of the Parties. Such agreement will not be unreasonably withheld.

## **ARTICLE 29 STATEMENT OF DUTIES**

- 29.01** Upon written request by an employee, or when amended by the Employer, an employee shall be provided with a complete and current statement of the duties, including related duties, and responsibilities of their position, including the classification level and, where applicable, the point rating, including rationale, allotted by factor to their position, and an organization chart depicting the position's place in the organization. The Employer shall provide a complete and current statement of duties to the employee within thirty (30) working days of receiving a written request by an employee.
- 29.02** Employees shall be classified in accordance with the job evaluation plan established by the parties.

## **ARTICLE 30 EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES**

- 30.01** a) The objective of the Employer's performance management system is to provide a regular opportunity to review the employee's job performance and achievements for the past year and to set new objectives and expectations going forward. The system also allows for the identification of opportunities for assistance to the employee in reaching performance objectives, if necessary.
- b) The Employer is committed to ensuring that its performance assessments are:
- i) based on a communicated expectation;
  - ii) related to job performance; and,
  - iii) based upon observable behaviours or work outcomes.
- c) The Parties agree to meaningfully discuss at the Joint Consultation Committee measures to continue to improve the Employer's current performance management system.
- 30.02** Formal employee performance reviews shall be conducted by the employee's immediate supervisor following a reasonable period of direct observation. A reasonable period shall be one where the reviewer has directly observed the employee's performance for at least one-half (1/2) of that period being reviewed. In cases in which a reasonable period of observation is not possible, the Employer, the Local and employee may develop a mutually acceptable alternative review process.
- 30.03** Prior to a formal employee performance review the employee shall be given the evaluation form which will be used for the review and any document, including any amended document, containing instructions to the person conducting the review.
- 30.04** Following the completion of a formal assessment of an employee's performance, the employee shall sign the assessment form, indicating only that the contents have been read. The employee will provide written comments and identify any differences of opinion on the completed assessment form. The employee will be provided a copy of the completed form immediately after signing. The completed signed document, including the employee's written comments, shall then be forwarded for final review to the Director of Human Resources.
- 30.05** There shall be only one official personnel file for each employee. Official personnel files of all employees shall be maintained and secured only by the Human Resources Office.
- 30.06** There shall be no disciplinary report or other disciplinary document relating to an employee's conduct or performance placed in that file unless a copy of the report or document has been given to the employee in accordance with Article 12 – Suspension and Discipline.

## **ARTICLE 31 TECHNOLOGICAL CHANGE**

**31.01** The Parties agree to the following definition of technological change:

- a) the introduction by the Employer into the University's work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; or
- b) a change in the work processes in which the Employer carries on the University's work, undertaking or business that is directly related to that equipment or material.

**31.02** Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions contained in this Collective Agreement or the security of employment of any employee(s), the Employer shall give notice of the technological change to the PSAC at least ninety (90) days prior to the date on which the technological change is to be affected. Written requests, with rationale, by either party for a variance of the notice period will not be unreasonably denied.

**31.03** The notice mentioned in Clause 31.02 shall be given in writing and shall contain a description of the technological change and its likely effect on the terms and conditions contained in this Collective Agreement or security of employment of the employees affected, the rationale for the change and the date upon which the Employer proposes to effect the technological change.

**31.04** Once the Employer has given the PSAC the notice referred to in Clause 31.02 and described in Clause 31.03, the Employer shall, on the request of the PSAC, provide the PSAC with additional information relating to the proposed technological change. Such request(s) shall not be unreasonably denied.

**31.05** i) During the notice period described in Clause 31.02, the Parties undertake to meet and hold constructive and meaningful negotiations in an effort to reach agreement on solutions to the problems or implications occurring out of the technological change.

ii) Where the Parties are unable to reach agreement in such negotiations all remaining differences will be submitted by the Parties to arbitration in accordance with Article 11 – Grievance and Arbitration Procedure.

iii) An employee's security of employment or position will not be affected in a detrimental way until the Parties have reached agreement (Clause 31.05 i)) or the matter is resolved by arbitration in accordance with Article 11 – Grievance and Arbitration Procedure (Clause 31.05 ii)).

**31.06** Where as a result of technological change, training (including both on-going and upgrading training) is required in order for the employees affected to perform the work, such training shall be provided by the Employer at no expense to the employee. The Employer will make every

reasonable effort to provide such training during the employee's working hours. Salary and benefits in accordance with the Collective Agreement shall be maintained for employees engaged in such training.

## **ARTICLE 32 LAYOFF, RECALL, AND SEVERANCE**

### **Layoff and Recall**

It is not the intention of the Employer to layoff employees during the term of this Collective Agreement. However, in the event the Employer determines it probable that a layoff will be necessary, it shall first consult meaningfully and constructively with the Union to explore alternatives.

- 32.01** a) In the event of a layoff, the employees with the least seniority in the affected position(s) (as defined by Article 34 - Seniority) shall be laid off first. However, if these employees have more seniority than employees in lower job classifications, and, in addition, they are qualified for the positions as determined by the Employer, then they may elect to move to the lower level of job classification (with that applicable pay rate) and the employees with the least seniority shall be laid off.
- b) In the event of a layoff, transfers as described in Clause 32.01 a) above will be subject to the trial period provisions outlined in Article 15 – Probation and Trial Period. In the event an employee on a trial period due to layoff either proves unsatisfactory, or so requests, the employee shall be laid off.
- 32.02** Recall shall occur in the reverse order of layoff described in Clause 32.01. The Employer shall notify the Union when an employee is being recalled under this Article. If the employee fails to report to work within ten (10) working days from the time the employee is sent notice of recall by registered mail to the last recorded address of the employee, with a copy sent to the Local Union President or designate, the right of recall is forfeited and the employee shall be deemed to have terminated their employment.
- 32.03** The Employer will give the Union and the employee a minimum eight (8) weeks' notice of layoff. An employee will be paid for the eight (8) week notice period if he or she is not required to work those days.
- 32.04** The Employer shall provide the employee with reasons in writing concerning why the layoff is occurring. A copy shall be forwarded to the Union at the same time.
- 32.05** An employee laid off shall be eligible for recall for a period of eighteen (18) months from the date of layoff.
- 32.06** The provisions contained within this Article do not apply to sessional employees while on temporary layoff between work sessions as outlined in Article 14 – Employee Status.



## Severance

- 32.07** a) When a full-time or part-time employee -- including sessional employees (Clause 14.03 in Article 14 – Employee Status) but excluding contract term (Clause 14.04), student (Clause 14.05), grant (Clause 14.06), and temporary and casual employees (Clause 14.07) -- having continuous service of five (5) years or more is laid off, the Employer shall pay severance 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 eighteen (18) months of continuous layoff. The severance shall be calculated on the employee's regular rate of pay; severance for part-time and sessional employees shall be prorated. Time spent on Approved Leaves Without Pay as described in Clause 26.01 iv) – General Provisions of Article 26 – Other Leave With or Without Pay shall not be included in the calculation of severance. Eligibility, severance amount, and rate of pay shall be calculated as of the date of layoff.
- b) An employee who has been on layoff for six (6) months or more may request immediate payment of severance as calculated in Clause 32.07 a); however, notwithstanding Clause 33.01 c) of Article 33 – Break in Service and Employment, in such an event, the employee's recall rights would be deemed forfeited and employment terminated.
- 32.08** This severance pay is not earnings for the purposes of the St. Thomas University Pension Plan.

## **ARTICLE 33 BREAK IN SERVICE AND EMPLOYMENT**

**33.01** Service and employment will be terminated when an employee:

- a. resigns, unless the employee rescinds such resignation within three (3) working days;
- b. retires;
- c. in accordance with Article 32 – Layoff, Recall and Severance, is laid off and not recalled to work within eighteen (18) months of the date of layoff;
- d. in accordance with Article 32 – Layoff, Recall and Severance, fails to report to work within ten (10) working days from the time the employee is sent notice of recall by registered mail to the last recorded address of the employee, with a copy sent to the Local Union President, or designate;
- e. is discharged in accordance with Article 13 - Suspension and Discipline and is not reinstated in accordance with Article 11 - Grievance and Arbitration Procedure;
- f. is absent from work for more than five (5) consecutive working days for any reason without notifying the Employer, unless the employee provides an explanation for their absence which is satisfactory to the Employer;
- g. is absent from work due to illness or accident for thirty (30) continuous months and the Employer has not been provided with a medical prognosis for the employee's return to work in the reasonably near future subject to the Employer and Union's duty to accommodate as outlined in Article 36.09 – Accommodation of Employees with Disabilities;
- h. if a contract term or grant employee completes their appointment and has not been offered an extension or subsequent appointment immediately following, or assumed a position within thirty (30) days within the bargaining unit;
- i. has accepted and been appointed to a position outside the bargaining unit, unless the employee returns to the bargaining unit within one (1) year from the date of appointment or assignment.

**33.02** An Employee intending to resign is encouraged to give as much reasonable notice as possible, normally not less than two (2) weeks.

## ARTICLE 34 SENIORITY

### 34.01

- a) For all employees in the bargaining unit on the date of ratification of the First Collective Agreement (February 28, 2015), seniority shall mean length of service with the Employer, and length of service shall be defined as all cumulative service with the Employer.
- b) For all other employees, seniority shall mean length of continuous service in the bargaining unit from the most recent date of hire.
- c) Seniority shall be established upon completion of the probationary period as defined in Article 15 – Probation and Trial Period and shall commence from the date of hire.

**34.02** Subject to the provisions of Article 23 – Vacation Leave, seniority shall be the determining factor in cases of conflict for the selection of vacation periods.

**34.03** Seniority shall be the determining factor in staffing when two (2) or more employees are relatively equal as outlined in Article 27 – Staffing Procedure.

**34.04** When two (2) or more employees commence work on the same day, the procedure for establishing their relative seniority shall be as follows:

- a) the employee who commenced work at the earliest hour of the day shall be senior;
- b) if a) fails to resolve the order of seniority, then seniority shall be established by placing the names of the concerned employees on paper in a container and then selected at random by concerned employees in the presence of a representative of the PSAC.

**34.05** Seniority lists shall be prepared as described above consisting of the name and date of seniority of each employee. This seniority list shall be maintained and revised annually on April 1 by the Employer and posted on bulletin boards with a copy forwarded to the President of the Union Local. The Employer will provide an updated seniority list to the President of the Union Local upon reasonable notice.

**34.06** An employee who feels that they are improperly placed on a seniority list shall have forty-five (45) days from the posting date to file a grievance in accordance with Article 11 – Grievance and Arbitration Procedure.

**34.07** a) A permanent employee who accepts a grant appointment in the bargaining unit will continue to accumulate seniority while in the grant appointment or extension.

- b) Employees temporarily appointed to a position, or an acting assignment, outside the bargaining unit shall accumulate seniority for a period not to exceed one-hundred and twenty

(120) calendar days, and shall retain seniority for a period not to exceed one (1) year from the date of appointment or assignment.

- c) No employee shall be transferred to a position outside the bargaining unit without the employee's consent and without the Employer consulting meaningfully and constructively with the Local Union.

**34.08** For clarity, an employee's seniority shall be lost when their service and employment is terminated as outlined in Article 33 – Break in Service and Employment.

**34.09** Notwithstanding the above, an employee who resigns their position and within ninety (90) days is re-employed within the bargaining unit shall be granted leave of absence without pay covering this period and shall have all previously accrued seniority reinstated.

**34.10** Notwithstanding the above, an employee whose employment is terminated while employed in the bargaining unit and who is subsequently re-employed shall have all previously accrued seniority re-instated after accumulating a further three (3) consecutive years of seniority in the bargaining unit.

## ARTICLE 35 HEALTH AND SAFETY

- 35.01** The Employer shall maintain a safe and healthy workplace and operate in compliance with the *New Brunswick Occupational Health and Safety Act and Regulations*. Any right or benefit not stipulated in this Article and required by legislation or regulation applicable to the Parties in connection with health, safety or the environment of the workplace is deemed to be an integral part of this Article.
- 35.02** The Union, in co-operation with the Employer, will encourage employees to work in a safe manner and will promote a safe and healthy work environment.
- 35.03** Employees are also responsible for taking the necessary measures to ensure their health, safety and physical well-being and must inform their supervisor if a protective device or apparatus is missing or defective or when any situation occurs which might endanger the employee, another employee or any other person.
- 35.04** The Employer and the Union share the common intention and desire to ensure that all employees are made aware of their rights and obligations respecting health, safety or the environment of the workplace, including those outlined in this Collective Agreement. The means of achieving this intention will be developed and reviewed on a regular basis by the Joint Health and Safety Committee; however, the policies or procedures so developed shall not contravene the Collective Agreement.
- 35.05** Employees who are members of the Joint Health and Safety Committee will be given time off with pay to attend meetings and to perform the responsibilities assigned to them by the Committee.
- 35.06** The Employer shall provide personal protective equipment (PPE) to each employee, as required, with the need for such items to be determined by the Employer in accordance with this Article.
- 35.07** a) The Employer shall make seasonal influenza shots available, upon request, to each employee at no cost when it is determined necessary by the Joint Health and Safety Committee.
- b) When it is recommended by the Joint Health and Safety Committee after they have sought advice and guidance from the New Brunswick Department of Health or another medical authority the Committee agrees upon, the Employer shall make available, upon request, to each employee at no cost, an appropriate immunization against any other communicable diseases where there is a considerable risk of incurring such diseases in the performance of their duties and such immunization is not otherwise provided by government.
- 35.08** The Employer recognizes that an employee who is pregnant, or believes she is pregnant, and, or, who is breastfeeding may require accommodation in order to perform her position's duties and the Employer is prepared to enter into discussions with the employee and the Union Local to reach a reasonable accommodation short of undue hardship. The Employer may request that the

employee provide information, limited to any restrictions or limitations, from her medical practitioner.

- 35.09** a) An employee who is pregnant, or believes she is pregnant, and, or, who is breastfeeding may cease, or refuse, to perform all, or some, of her position's duties, if she reasonably believes that, by reason of the pregnancy and, or breastfeeding, continuing to perform all, or some, of her position's duties may pose a risk to her health or that of the fetus and, or, child.
- b) The employee must consult with a qualified medical practitioner of her choice as soon as possible to establish whether continuing to perform all, or some, of her position's duties poses a risk to her health and, or, to that of the fetus and, or, child. The medical practitioner shall specify the restrictions or limitations preventing the pregnant and, or, breastfeeding employee from performing all, or some, of her position's duties, and such documentation shall be provided to the Employer and considered in the discussions referred to 35.08. In extraordinary circumstances, the Employer may request that the employee provide clarifying information, limited to any restrictions or limitations, from her medical practitioner.
- c) Without prejudice to any other right conferred by applicable legislation or regulation, or under this Collective Agreement, once it has been established whether there is a risk as described in 35.09 a) then the employee:
- i) if there is a risk, may continue to cease, or refuse, to perform all, or some, of her position's duties, until there is no further risk; or,
  - ii) if there is no further risk, may no longer cease, or refuse, to perform all, or some, of her position's duties, under subsection 35.09 a) above.
- d) For the period during which the employee does not perform all, or some, of her position's duties, under subsection 35.09 a) above, the Employer may, in consultation with the employee and the Union Local, reassign her to another position, or another position's duties, that would not pose a risk to her health and, or, to that of the fetus and, or, child.
- e) The employee, whether or not she has been reassigned to another position or another position's duties, or has had her substantive position's duties modified, or has been provided with any other agreed upon accommodation, is deemed to continue to hold the substantive position that she held at the time she ceased, or refused, to perform her position's duties. She shall continue to receive the seniority and benefits, and no less than the pay, that are attached to her substantive position for the period during which she does not perform all, or some of, the duties of her that position.

### 35.10 Right to Refuse

- a)
  - i) The Employer recognizes an employee's right to refuse, at the employee's "place of employment", as defined in the *New Brunswick Occupational Health and Safety Act and Regulations* and the Collective Agreement. The right to refuse dangerous work under the *New Brunswick Occupational Health and Safety Act and Regulations* and the process to be followed is described in the WorkSafe NB publications attached to this Collective Agreement as Appendix "B".
  - ii) For the purposes of this Article, "place of employment" means any building, structure, premises, water or land where work is carried on by one or more employees, and includes a project site, a mine, a ferry, a train and any vehicle used or likely to be used by an employee. For clarity, "place of employment" may include an off-campus site.
- b) In accordance with the *New Brunswick Occupational Health and Safety Act and Regulations*, the Employer shall not take, or threaten to take, any discriminatory action against an employee, nor intimidate or coerce an employee, because that employee or Union has sought the enforcement of, or has acted in compliance with, this Article, the *New Brunswick Occupational Health and Safety Act and Regulations*, and, or, the *New Brunswick Smoke-free Places Act and Regulations*, or any orders made under those Acts and Regulations.
- c) An employee may be accompanied and assisted by a Union Local representative when meeting with the Employer in order to exercise, or consider, the employee's right to refuse.
- d) Subject to the provisions of this Agreement, where the employee refuses to do work pursuant to this Article and the *New Brunswick Occupational Health and Safety Act and Regulations*, the Employer, following consultation with the employee and the Union Local representative, may either reassign the employee to perform other work or implement an appropriate modified work program for the duration of the refusal. In the case of a reassignment the employee shall accept the reassignment or modified work program until the employee is required, in accordance with this Article and the *New Brunswick Occupational Health and Safety Act and Regulations*, to perform the refused work.
- e) In the case of reassignment, the employee is deemed to continue to hold the substantive position held at the time the right to refuse was exercised and shall continue to receive the seniority and benefits, and no less than the pay, that are attached to that position for the period of the reassignment; and in the case of a modified work program, the employee shall suffer no loss of pay, benefits or seniority during the period of modified work.
- f) A reassignment of work or modification of work program pursuant to this Article is not a discriminatory act as defined in the *New Brunswick Occupational Health and Safety Act and Regulations*.

- g) Where an employee has reasonably refused to work under this Article and the *New Brunswick Occupational Health and Safety Act and Regulations*, and their right to refuse remains protected under the Act, and the employee has not been reassigned to perform other work or been placed on a modified work program, the Employer shall continue to grant that employee the same pay, benefits and seniority as the employee would have received if the employee had not refused to perform the work.
- h) Where an employee exercises the right to refuse work pursuant to this Article and the *Act and Regulations*, the work will not be assigned to another employee until he or she has been informed of the original refusal, the circumstances leading to the refusal, and his or her right to refuse work under the *Act and Regulations*.
- i) An employee may not, pursuant to this Article, refuse to use or operate a machine or thing or to work in a place where:
  - i) the refusal puts the life, health or safety of the employee or any other person in danger, or,
  - ii) the danger referred to in the Article is expressly stated in the employee's job description as inherent in the employee's work.



## **ARTICLE 36 SICK LEAVE**

- 36.01** No employee shall be disciplined for bona fide use of sick leave. The purpose of sick leave is to provide protection for an employee from loss of earnings and benefits when the employee is unable to attend work and perform their duties due to an injury, a mental or physical illness, or a medical condition. Sick leave with pay is granted against accumulated credits during periods that an employee is absent from duty due to an injury or a mental or physical illness.
- 36.02** All employees shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee received pay for at least ten (10) days to a maximum of 260 days. It is understood that employees are required to transition to Long-term Disability (LTD) benefits after the conclusion of their 180-calendar-day qualifying period as outlined in the LTD insurance provisions (Article 38 – Employee Benefit Plans).
- 36.03** When an employee has insufficient credits to cover the granting of sick leave with pay under Clause 36.02, a maximum of fifteen (15) days of sick leave with pay may be advanced to the employee against future credits. The Employer shall not unreasonably deny the advance of sick leave credits. In extraordinary circumstances, at the discretion of the Employer, additional days of sick leave with pay may be advanced to the employee.
- 36.04** An employee shall be granted sick leave with pay at 100% of the employee's normal rate of pay when they are unable to attend work and perform their duties because of an injury, a mental or physical illness, or a medical condition, provided that the employee:
- a) makes a reasonable attempt to contact their supervisor as soon as possible to advise that the employee is unable to report for work; and,
  - b) has the necessary sick leave credits.
- 36.05**
- a) For absences of five (5) days or less, upon return to work the employee will provide a signed statement stating that, because of an injury, a mental or physical illness, or a medical condition, they were unable to perform their duties.
  - b) The employee will be required to provide a medical certificate from the employee's medical practitioner when the absence extends to six (6) days or the total number of days with sick leave exceeds fifteen (15) days in a year. Employees are encouraged to request that their medical practitioner include the return-to-work date in their medical certificate if it can be determined.
  - c) When the Employer requires that an employee provide a medical certificate as per b) above and that certificate does not specify a return-to-work date, upon return to work the employee will also provide a medical certificate from the employee's medical practitioner confirming the employee's ability to return to work and, if applicable, the restrictions or limitations requiring accommodation.

d) The Employer may extend the above time limits based on individual circumstances.

**36.06** Where the Employer has concerns regarding an employee's abnormal use of sick leave, the Employer may consult with the employee accompanied by their Union Local representative to discuss those concerns. If the Employer still has unresolved concerns following the discussion, the Employer may require an employee to provide a medical certificate from the employee's medical practitioner. If, following receipt of the medical certificate, the Employer has reasonable grounds for continuing concern, then, if requested by the Employer, the employee will provide their consent to allow a medical practitioner retained by the Employer to consult with the employee's medical practitioner concerning the employee's absences.

**36.07 Return of Credits When Injury on Duty is Approved**

The absence of an employee who is receiving compensation benefits under the New Brunswick Worker's Compensation Act shall not be charged against the employee's sick leave.

**36.08 Return of Credits During Period of Overtime Compensatory Leave**

Where in respect of any period of overtime compensatory leave, an employee is granted sick leave with pay on the production of a medical certificate, the period of overtime compensatory leave so displaced shall either be added to the overtime compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

**36.09 Accommodation of Employees with Disabilities**

- a) The Parties recognize their obligations with respect to the accommodation of employees with disabilities including, but not limited to, mental and physical disabilities, whether permanent or temporary, through adjustment to the terms and conditions of employment or the physical work environment which may be required as per the New Brunswick Human Rights Act and evolving jurisprudence.
- b) It is the responsibility of a disabled employee requiring accommodation to self-identify to the Employer and the PSAC. In situations where an employee seeks accommodation due to disability, the Employer, Union, and employee shall meet and make every reasonable effort to reach an accommodation. The duty to provide such an accommodation extends to the point of undue hardship including any bona fide occupational requirements.
- c) The Parties are committed to collaborating in efforts to improve, where possible, the working conditions and environment for employees with disabilities.

## **ARTICLE 37 RETIREMENT AND PENSION**

- 37.01** a) The Pension Plan for Employees of St. Thomas University shall continue in effect during the period of this Agreement. Subject to eligibility under Article 14 – Employee Status and the rules of the Pension Plan, all employees shall become members of the pension plan upon date of hiring. Any changes to the Pension Plan affecting contributions and benefits to employees agreed to by both the Union and the Employer shall be subject to ratification.
- b) The provisions of the Pension Plan for Employees of St. Thomas University shall govern the employee's participation in the Pension Plan and shall be consistent with the New Brunswick Pension Benefits Act. The Union shall be provided with a copy of the Pension Plan text upon request.
- 37.02** For the purpose of pension entitlements governed by the *New Brunswick Pension Benefits Act*, the definition of spouse will be as defined in that Act.
- 37.03** Required employee and Employer contributions will continue to be made to the Pension Plan until an employee's actual retirement date or such earlier date as may be required under applicable legislation.
- 37.04** a) Employees are required to contribute six percent (6%) of earnings, or five percent (5%) if the employee earns less than \$40,000 annually, to the Pension Plan. The Employer will contribute an additional seven percent (7%) of earnings.
- b) An employee's earnings shall include vacation pay but shall not include overtime or any taxable benefit.
- c) Any employees who wish to may contribute an additional amount subject to the limitations established under the *Income Tax Act*.
- 37.05** The Employer recognizes that there will no longer be mandatory retirement at St. Thomas University and therefore employees who attain the age of sixty-five (65) years may continue to work beyond the age of sixty-five (65) years.
- 37.06 Post-retirement Benefit Plan Coverages:**
- a) From age fifty-five (55) to age sixty-five (65): Provided the retired employee pays the applicable cost-share percentage of benefit plan premium costs, they shall be eligible to maintain health, dental, basic life, and/or AD&D benefit plan coverages, subject to the terms of the applicable insurance plans.
- b) After age sixty-five (65): Provided the retired employee pays 100% of benefit plan premium costs, they shall be eligible to maintain health, dental, basic life, and/or AD&D benefit plan coverages, subject to the terms of the applicable insurance plans.

**37.07 Retirement Counselling**

The Employer agrees to provide retirement counselling services to advise employees on retirement planning. The counselling service engaged for this purpose shall be chosen jointly by the Employer and Union. The service may provide seminars and personal counselling on financial planning and other aspects of retirement.

**37.08** The Union shall have the right to represent an employee in any discussion with the Employer regarding a retirement compensation package.

**37.09 St. Thomas University Pension Advisory Committee**

The Employer agrees that the Union Local shall elect two (2) bargaining unit members to the St. Thomas University Pension Advisory Committee with full voice and vote.

**37.10** An employee intending to retire is encouraged to give as much notice as possible, preferably not less than three (3) months.

## ARTICLE 38 EMPLOYEE BENEFIT PLANS

### Employee Benefit Plans

**38.01** Subject to the other provisions of this Article, the Employer shall make available the following benefit plans to employees subject to the terms of the insurance policies currently in effect:

- Health
- Dental
- Accident death and dismemberment (AD&D)
- Basic life
- Long-term disability (LTD)

**38.02** The University benefit plans shall continue in force during the period of this Agreement. Any changes to these plans affecting benefits to employees agreed to by both the Union and the Employer shall be subject to ratification. A copy of the employee benefit plans will be provided to the Union.

**38.03** The Employer shall provide each employee with a benefit statement, including types and amounts of insurance and beneficiaries named, at the time of appointment and at the beginning of each Calendar Year.

#### **38.04 Eligibility**

Full-time employees are eligible for health, dental, basic life, and LTD benefit plan coverages from the first day of employment, and eligible for AD&D from the first day of the month following the date of hire.

Part-time employees hired to work at least twenty-five (25) hours per week, according to applicable plan provisions, are eligible for health, dental, basic life, and LTD benefit plan coverages from the first day of employment, and eligible for AD&D from the first day of the month following the date of hire.

Sessional employees can be full- or part-time; therefore, eligibility is subject to the language described above. Eligible sessional employees are qualified to receive health, dental, AD&D, basic life, and LTD benefit plan coverages when actively at work. While on temporary lay-off between sessions, eligible sessional employees will have the option to continue to receive health, dental, AD&D, and basic life benefit plan coverages, but not LTD, on the same cost-share basis as when actively at work.

Contract Term employees - The eligibility rules for benefit plan coverages will apply where applicable.

Grant employees who are hired for terms of greater than twelve (12) months are eligible for benefit plan coverages subject to the full- and part-time eligibility described above.

Temporary or casual employees are not eligible for benefit plan coverages.

### **Determination of Benefit Plan Premiums**

**38.05** The Joint Consultation Committee established in Article 7 shall review on at least an annual basis employee benefit plans and make recommendations to the Parties for improvements and management of costs. The Parties shall jointly request from the plan administrator and, or, underwriter any information required by the Joint Consultation Committee.

**38.06** All premiums and applicable cost-share ratios shall be in force until the next benefit plan premium renewal, which takes place annually, currently on April 1.

### **38.07 Premiums**

*Health and Dental* – The current cost-share ratio for health is 30% employee / 70% Employer and the current cost-share ratio for dental is 28.2% employee / 71.8% Employer. Effective on the next annual benefit plan premium renewal following ratification:

- a) in any year that year-over-year renewal cost increases are 5% or less, the cost sharing ratio shall remain the same as it was in the previous year;
- b) in any year that year-over-year renewal cost increases are greater than 5%, the cost sharing ratio for the first 5% shall remain the same as it was in the previous year, but the Employer and employees shall share equally the portion of the increase above 5%. This shall result in a new cost sharing ratio that shall be in effect from that date forward; and
- c) in any year that year-over-year renewal costs decrease, the Employer and employees shall share the decrease equally. This shall result in a new cost sharing ratio that shall be in effect from that date forward.

*AD&D* – The Employer shall pay 100% of the premiums for \$20,000 of AD&D coverage for all eligible employees. Future increases or decreases in the benefit plan premiums shall be the responsibility of the Employer.

*Basic Life* – Eligible employees shall pay 100% of the premiums for \$200,000 of basic life coverage. Future increases or decreases in the benefit plan premiums shall be the responsibility of the employees. Notwithstanding the above and in recognition of current practice, the Employer will pay premiums for the first \$62,500 of basic life for the life of this Collective Agreement for:

- employees who become members of the bargaining unit as a result of ratification or new employees hired after the date of ratification whose pensionable earnings are less than \$40,000 annually; and
- employees listed in Appendix "C" irrespective of pensionable earnings.

*LTD* – The Employer shall pay for 100% of the premiums for LTD coverage for all eligible employees. Future increases or decreases in the benefit plan premiums shall be the responsibility of the Employer.

## **ARTICLE 39 REGISTRATION FEES**

**39.01** The Employer shall reimburse an employee for the cost of memberships, certifications, passports, visas, or registrations, explicitly required by the employee`s job description or when required by the Employer. This Article excludes drivers` licenses.



## ARTICLE 40 TRAVEL

- 40.01** Employee (s) traveling for the purpose of conducting business on behalf of the Employer, either within or outside the city of Fredericton, will be reimbursed in accordance with the Travel Policy outlined in St. Thomas University's Expenditure (Travel) Policy and the provisions of this article.
- 40.02** The Employer reserves the right to determine the timing and means of travel following consultation with the employee(s).
- 40.03** When the Employer has authorized in writing an employee request to attend a course, training session, conference, or seminar, time spent travelling outside of the employee's scheduled hours of work on a scheduled working day, day or rest, or designated paid holiday shall be paid at straight time.
- 40.04** The Employer agrees to consult meaningfully and constructively with the PSAC in accordance with Article 7 – Joint Consultation Committee at least thirty (30) days prior to implementing any changes to the Travel Policy which may affect the members of the bargaining unit. In amending the Travel Policy, the Employer will make every reasonable effort to ensure that:
- a) the amended Policy is at least comparable to the previous Policy;
  - b) employees are afforded transportation and accommodations that are reasonable and of good quality;
  - c) travel advances and conditions of reimbursement are sufficient to ensure that employees should not be out of pocket for allowable expenses incurred while traveling on Employer business; and
  - d) travel advances and reimbursements shall be paid on a timely basis.
- 40.05** The per diem rates and kilometric allowance shall be as specified below. In the event the per diem rates and, or, kilometric allowance outlined in the Travel Policy increase, the rates/allowance below will be adjusted accordingly.

### Meals:

Canada: Breakfast \$11; Lunch \$14; Supper \$25 (in Canadian funds)  
U.S.: Breakfast \$11; Lunch \$14; Supper \$25 (in U.S. funds)  
International: Breakfast \$20; Lunch \$30; Supper \$50 (in Canadian funds)

Incidentals: \$10

Private Non-commercial Accommodation: \$25

Kilometric allowance: \$0.40

- 40.06** a) If an employee is required to travel on a normal work day but does not work, the employee shall receive their regular pay for the day.
- b) If an employee is required to travel and work on a normal work day, the employee shall be paid:
1. The employee's regular pay for the day where the combined period of travel and work does not exceed the applicable normal daily hours of work (7 or 8), even though such hours may not be in accordance with their normally scheduled hours of work; or
  2. Where the combined total of travel and work hours exceeds the regular daily hours of work, at the applicable overtime rate for additional travel time in excess of their normal daily hours of work, to a maximum of four (4) hours of overtime.
- c) If an employee is required to travel on a day of rest or on a designated paid holiday, the employee shall be paid no less than three (3) hours and no greater than seven (7) hours of overtime at the applicable overtime rate for hours spent travelling.
- d) Time spent travelling includes time in transit and associated waiting periods but not time in overnight accommodations.
- e) When travel is by air, travel time will begin one and a half (1.5) hours before the scheduled time of departure of the carrier for domestic flights and two (2) hours before the scheduled time of departure for international flights and end one (1) hour after the actual arrival of the carrier at the destination. When travel is by automobile and the employee travels directly from their home or place of employment, travel time will begin from the assigned hour of departure and end when the employee reaches their destination, and similarly includes their return travel time until the employee reaches their home or place of employment.
- 40.07** a) For all employees other than Admissions Counsellors – If an employee is away from home on a day of rest due to Employer-required travel, but is not required to work, the employee can decide to receive their normal rate of pay (straight time) or receive a day off with pay in lieu to be taken at a time agreed to by the Employer and employee. When time off in lieu cannot be scheduled and taken within six (6) months of when it was accumulated, the accumulated hours will be compensated through monetary payment at the employee's normal rate of pay effective at the time of payment.
- b) For Admissions Counsellors – If an employee is away from home on a day of rest due to Employer-required travel, but is not required to work, the employee will receive their normal rate of pay (straight time) or will receive a day off with pay in lieu to be taken at a time agreed to by the Employer and employee. When time off in lieu cannot be scheduled and taken within six (6) months of when it was accumulated, the accumulated hours will be compensated through monetary payment at the employee's normal rate of pay effective at the time of payment. Notwithstanding the above, an Admissions Counsellor may receive no

more than a combined total of eight (8) days of compensation per calendar year, which includes either pay at their normal rate (straight time) or days off with pay in lieu. It is understood that no additional compensation shall be provided.

## **ARTICLE 41 CLOTHING, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND TOOLS**

**41.01** The Employer will provide, maintain, and replace, at no cost to the employee, such shop and field tools, protective equipment, special protective clothing and outwear required for reasons of occupational health and safety. The Employer will hold meaningful and constructive consultations with the Union Local on this matter, normally through the forum of the Joint Health and Safety Committee.

**41.02** The Employer will provide to employees in Facilities Management and those employees in Information Technology Services expected to install or maintain hardware and/or wiring the clothing items or allowances for items listed in Appendix "D". In addition, the Employer will provide, maintain and replace, at no cost to the employee, all tools and tool bags that, in the determination of the Employer, are required by these employees in the performance of their duties.

### **41.03 General Conditions**

- a) all tools and clothing items, shall meet appropriate standards (i.e., CSA, ULC, etc.);
- b) replacement cycles will be from date of initial issue;
- c) replacements will be made as per the replacement cycles outlined in Appendix "D"
- d) rainwear (hooded coats, pants and boots) will be provided as required;
- e) initial fitting is the responsibility of the Employer;
- f) any additional clothing or equipment deemed necessary by the Employer, such as university clothing for special functions (e.g., convocation), will be supplied by the Employer.

## **ARTICLE 42 STANDARD OPERATING PROCEDURES**

**42.01** Standard Operating Procedures shall not contravene provincial legislation, regulations, the New Brunswick Human Rights Act or the Collective Agreement, and an allegation of such contravention is subject to the grievance procedure.

## **ARTICLE 43 AGREEMENT RE-OPENER**

**43.01** This Agreement may be amended by mutual consent.

## **ARTICLE 44 OUTSIDE EMPLOYMENT**

- 44.01** Except as outlined in Clause 44.02 and provided it does not interfere with the performance of the employee's regular duties and responsibilities, there shall be no restrictions placed on an Employee regarding other employment outside the hours they are required to be at work for the Employer.
- 44.02** Where an Employee believes that a conflict of interest may exist in any such other employment the Employee shall inform the Employer in writing. If the reported conflict is confirmed or a conflict of interest is otherwise identified by the Employer, the Employer may direct that the Employee either refrain from further direct involvement in any decision making related to the perceived conflict of interest, or cease such employment, or may direct that the Employee refrain from such further activities. The Employer shall act reasonably when considering such potential conflicts and when providing the Employee with such direction.

## **ARTICLE 45 DURATION**

**45.01** This Agreement shall be in effect for a term beginning on the 1<sup>st</sup> day of July, 2019 and ending on the 30<sup>th</sup> day of June, 2022, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other not less than thirty (30) calendar days and not more than ninety (90) calendar days prior to the expiration of this Agreement or any renewal thereof.



## **ARTICLE 46 FUTURE LEGISLATION**

**46.01** In the event that any new or amended law passed by the government applies to Employees covered by this Agreement and renders null and void any provision(s) of this Agreement, the remaining provisions of this Collective Agreement shall remain in full force and effect for the life of this Agreement. In such an event either party may serve notice on the other party. Upon receipt of the notice the Parties shall then meet forthwith to discuss the legislative impact on the collective agreement provisions and to make every reasonable effort to negotiate both the required clarifying language and the alternate provisions applicable for the life of this Collective Agreement.

**46.02** If any government legislation or regulation applying to Employees contains greater provision(s), right(s) and, or, benefit(s) than are in effect under this Agreement, such provision(s) right(s) or benefit(s) shall be deemed to form part of this Agreement and be applicable for the life of this Collective Agreement.

## **ARTICLE 47 TUITION FEE REDUCTION**

- 47.01** a) Current and retired employees are entitled to a 100% reduction in tuition fees for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, and Bachelor of Social Work courses taken at St. Thomas University.
- b) A current employee who wishes to take a Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, or Bachelor of Social Work course at St. Thomas University during the employee's normal work hours must receive approval in accordance with Article 24 – Education and Career Development Leave.
- c) Spouses and children (regardless of age) of current and retired full-time employees (including sessional, contract, and eligible grant employees) are entitled to a 50% reduction in tuition fees for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, or Bachelor of Social Work courses taken at St. Thomas University.
- d) Spouses and children (regardless of age) of part-time employees (including sessional, contract, and eligible grant employees) are entitled to a reduction in tuition fees for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, and Bachelor of Social Work courses taken at St. Thomas University of up to 50% prorated based on hours regularly worked per week in relation to the normal full-time hours per week.
- e) Spouses and children (regardless of age) of all other employees are entitled to a reduction in tuition fees for Bachelor of Arts, Bachelor of Applied Arts, Bachelor of Education, and Bachelor of Social Work courses taken at St. Thomas University of up to 50% during their period of employment prorated according to their full- or part-time status as outlined in 47.01 c) and d) above.
- 47.02** Eligibility for the tuition fee reduction for spouses and children (regardless of age) shall continue in the event of an employee's, or retired employee's, death.
- 47.03** As required by the Canada Revenue Agency, it should be noted that tuition fee reductions will be treated as a taxable benefit for income tax purposes.

## **ARTICLE 48 CORRESPONDENCE**

- 48.01** All legal correspondence between the Employer and the Union giving notice to the other party or representing a commitment or undertaking pursuant to the Agreement, unless otherwise advised or noted elsewhere in this Collective Agreement, shall pass to and from the President of the University and the PSAC Regional Executive Vice-President-Atlantic. Copies of all such correspondence shall also be provided to the Local President.
- 48.02** Other matters involving the Local Union, general administration of the Agreement and all other related matters shall pass between the Local President, or designate and the Director of Human Resources, or designate, unless otherwise advised or noted elsewhere in this Collective Agreement. Copies of all such correspondence shall also be provided to the PSAC Regional Executive Vice-President-Atlantic.

## **ARTICLE 49 LEGAL REPRESENTATION**

- 49.01** Save and except in the case of gross negligence and, or, willful misconduct, the Employer shall indemnify and save harmless each employee from legal liability and all actions, causes of action, claims or demands whatsoever arising out of any occurrence in the course of, or performed pursuant to, and within the scope of the employee's employment.
- 49.02** For claims in which indemnity will apply, provided as much notice as reasonably possible is given to the Employer of any occurrence giving rise to, or likely to give rise to, a claim against the employee, the Employer shall provide legal representation at no cost to the employee. In exceptional circumstances, an employee may propose alternative representation subject to the approval of the Employer.
- 49.03** Notwithstanding Article 26 – Other Leave With or Without Pay, an employee shall be provided leave with pay for the necessary time required in relation to this Article. Reimbursement of related expenses will be in accordance with Article 40 – Travel.

## **ARTICLE 50 UNIVERSITY CLOSURE AND ADVERSE WEATHER CONDITIONS**

- 50.01** In the event of University closure due to adverse weather conditions or other unforeseen circumstances, employees, except those as outlined in Clause 50.02 below, will not be required to report to, or remain at, the University and will suffer no loss of pay. Such employees will remain readily available to perform work. If conditions change and the University reopens, employees shall be required to report to the University unless otherwise authorized by their supervisor.
- 50.02** Some employees, due to the nature of their positions, may be required to report to, or to remain working at, either the University, or University functions off-campus in the Fredericton area (e.g., athletic, recruiting, or alumni events), while the University is closed due to adverse weather conditions. In such cases, those employees shall be compensated at the applicable overtime rate for those hours worked at the University or the off-campus location.
- 50.03** During storms where conditions do not warrant closure of the University, employees are expected to remain at work or make every reasonable effort to report to work. However, in such conditions supervisors may allow employees who are in particularly difficult circumstances to be absent for the whole day, or part of the day, or if the adverse weather conditions develop during the day, to leave work early. An employee who receives approval from their supervisor to be absent for the whole day will have the option to take vacation leave, take a leave of absence without pay, banked overtime, or make up the lost time as arranged with their supervisor. An employee who receives approval from their supervisor to arrive late to work or to leave for home early due to adverse weather conditions will not suffer loss of pay, but will be required to make up any lost time over two (2) hours as arranged with their supervisor.
- 50.04** In the event an employee is prevented from working due to the cancellation of a university-related function outside the Fredericton area (e.g., an athletic, recruiting, or alumni event) due to severe adverse weather conditions, such employee will not suffer loss of pay.

THIS COLLECTIVE AGREEMENT

RATIFIED MARCH 25, 2021 AND SIGNED AT FREDERICTON, NEW BRUNSWICK

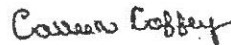
THIS 10<sup>th</sup> DAY OF June, 2021

ST. THOMAS UNIVERSITY

PUBLIC SERVICE ALLIANCE OF CANADA –  
STUSAU LOCAL 60701



Dawn Russell  
President and Vice-Chancellor



Colleen Coffey, PSAC  
Regional Executive Vice-President,  
Atlantic



Jason Scarbro  
Negotiator – St. Thomas University



Erica Cairns  
President Local 60701  
Member – Negotiating Team



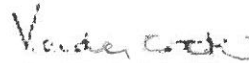
Garry Hansen  
Member – Negotiations Committee



Rebecca Phillips  
Member – Negotiating Team



Dave Canam  
Member – Negotiating Team



Verda Cook  
Negotiator - PSAC

## **SCHEDULE A – ECONOMIC ADJUSTMENTS, RETROACTIVITY, SALARY SCALES, JOB BANDS, AND POINT BOUNDARIES**

### **Economic Adjustments**

Employees' salaries shall be adjusted as follows:

- (a) The salary scale effective July 1, 2019 will be increased by 2.0%.
- (b) The salary scale effective July 1, 2020 will be increased by 1.5%.
- (c) The salary scale effective July 1, 2021 will be increased by 1.5%.

### **Retroactivity**

Retroactivity shall only be applicable to the following items, and on the following terms:

Economic Adjustments – Salary increases shall be paid retroactive to July 1, 2019 only on regular earnings: 1) earned by employees while employed in the bargaining unit and who remain employed at St. Thomas University as of the date of ratification of this Collective Agreement, and 2) earned by employees while employed in the bargaining unit and who retired from St. Thomas University after June 30, 2019 and before the date of ratification of this Collective Agreement.

Classification System – Salary increases related to the conversion to the new Classification System will be effective July 1, 2019. Retroactive pay resulting from conversion shall be paid within thirty (30) working days of the date of ratification.

## Salary Scales

July 1, 2019 ANNUAL SALARY SCALE

Salary Adjustment - 2%

Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$32,232	\$33,038	\$33,864	\$34,711	\$35,578	\$36,467	\$37,379	\$38,313	\$39,272	\$40,253	\$41,260	\$42,291	\$43,348	\$44,432
2	\$35,720	\$36,614	\$37,529	\$38,467	\$39,428	\$40,413	\$41,424	\$42,460	\$43,522	\$44,610	\$45,726	\$46,868	\$48,040	\$49,242
3	\$39,209	\$40,190	\$41,194	\$42,224	\$43,279	\$44,360	\$45,470	\$46,606	\$47,773	\$48,966	\$50,191	\$51,445	\$52,732	\$54,051
4	\$42,697	\$43,766	\$44,859	\$45,981	\$47,129	\$48,306	\$49,515	\$50,752	\$52,023	\$53,323	\$54,657	\$56,021	\$57,424	\$58,860
5	\$46,181	\$47,336	\$48,518	\$49,732	\$50,975	\$52,247	\$53,554	\$54,892	\$56,267	\$57,673	\$59,115	\$60,592	\$62,109	\$63,662
6	\$49,664	\$50,906	\$52,178	\$53,484	\$54,820	\$56,189	\$57,593	\$59,033	\$60,512	\$62,023	\$63,574	\$65,163	\$66,794	\$68,464
7	\$53,147	\$54,476	\$55,838	\$57,235	\$58,665	\$60,130	\$61,632	\$63,173	\$64,756	\$66,373	\$68,032	\$69,733	\$71,479	\$73,267
8	\$56,625	\$58,041	\$59,493	\$60,981	\$62,505	\$64,065	\$65,667	\$67,307	\$68,994	\$70,718	\$72,484	\$74,297	\$76,156	\$78,062
9	\$60,104	\$61,606	\$63,147	\$64,726	\$66,344	\$68,000	\$69,701	\$71,441	\$73,232	\$75,062	\$76,937	\$78,860	\$80,834	\$82,857

July 1, 2020 ANNUAL SALARY SCALE

Salary Adjustment - 1.5%

Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$32,715	\$33,533	\$34,372	\$35,231	\$36,111	\$37,014	\$37,940	\$38,888	\$39,861	\$40,857	\$41,879	\$42,926	\$43,998	\$45,099
2	\$36,256	\$37,163	\$38,092	\$39,044	\$40,020	\$41,020	\$42,046	\$43,096	\$44,175	\$45,279	\$46,411	\$47,571	\$48,761	\$49,980
3	\$39,797	\$40,793	\$41,812	\$42,857	\$43,928	\$45,025	\$46,152	\$47,305	\$48,489	\$49,701	\$50,944	\$52,216	\$53,523	\$54,862
4	\$43,338	\$44,423	\$45,531	\$46,670	\$47,836	\$49,031	\$50,258	\$51,513	\$52,803	\$54,122	\$55,477	\$56,862	\$58,285	\$59,743
5	\$46,873	\$48,046	\$49,246	\$50,478	\$51,739	\$53,031	\$54,357	\$55,716	\$57,111	\$58,538	\$60,002	\$61,501	\$63,040	\$64,617
6	\$50,409	\$51,670	\$52,961	\$54,286	\$55,642	\$57,032	\$58,457	\$59,918	\$61,419	\$62,953	\$64,527	\$66,140	\$67,796	\$69,491
7	\$53,944	\$55,293	\$56,675	\$58,094	\$59,545	\$61,032	\$62,557	\$64,120	\$65,727	\$67,369	\$69,052	\$70,779	\$72,551	\$74,366
8	\$57,475	\$58,912	\$60,385	\$61,895	\$63,442	\$65,026	\$66,652	\$68,316	\$70,029	\$71,778	\$73,572	\$75,411	\$77,299	\$79,233
9	\$61,005	\$62,530	\$64,094	\$65,697	\$67,339	\$69,020	\$70,746	\$72,512	\$74,330	\$76,188	\$78,091	\$80,043	\$82,046	\$84,099

July 1, 2021 ANNUAL SALARY SCALE

Salary Adjustment - 1.5%

Band	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
1	\$33,206	\$34,036	\$34,888	\$35,760	\$36,653	\$37,569	\$38,509	\$39,471	\$40,459	\$41,470	\$42,507	\$43,569	\$44,658	\$45,775
2	\$36,800	\$37,721	\$38,663	\$39,630	\$40,620	\$41,635	\$42,676	\$43,743	\$44,838	\$45,958	\$47,108	\$48,285	\$49,492	\$50,730
3	\$40,394	\$41,405	\$42,439	\$43,500	\$44,587	\$45,701	\$46,844	\$48,015	\$49,217	\$50,446	\$51,708	\$53,000	\$54,326	\$55,685
4	\$43,988	\$45,089	\$46,214	\$47,370	\$48,554	\$49,766	\$51,011	\$52,286	\$53,595	\$54,934	\$56,309	\$57,715	\$59,160	\$60,639
5	\$47,576	\$48,767	\$49,985	\$51,235	\$52,515	\$53,827	\$55,173	\$56,551	\$57,968	\$59,416	\$60,902	\$62,423	\$63,986	\$65,586
6	\$51,165	\$52,445	\$53,755	\$55,100	\$56,477	\$57,887	\$59,334	\$60,817	\$62,340	\$63,898	\$65,495	\$67,132	\$68,813	\$70,534
7	\$54,753	\$56,123	\$57,526	\$58,965	\$60,438	\$61,947	\$63,495	\$65,082	\$66,713	\$68,380	\$70,088	\$71,841	\$73,639	\$75,481
8	\$58,337	\$59,795	\$61,291	\$62,824	\$64,394	\$66,002	\$67,651	\$69,341	\$71,079	\$72,855	\$74,675	\$76,542	\$78,458	\$80,421
9	\$61,920	\$63,468	\$65,056	\$66,682	\$68,349	\$70,056	\$71,807	\$73,600	\$75,445	\$77,331	\$79,262	\$81,244	\$83,277	\$85,361



## Position Classifications

Job Title	Department	Band
Departmental Assistant	Human Resources	1
Labourer	Facilities Management	1
Office Coordinator	Registrar's Office	1
Facilities Assistant	Facilities Management	1
Departmental Assistant (Bilingual)	Human Resources	1
Office Assistant (ORS/CRC)	ORS/CRC	2
Student Services Representative I	Admissions	2
Technical Analyst I	ITS	2
Financial Services Officer	Financial Services	2
Sports Information Officer	Athletics	2
Administrative Coordinator - Education	Education	2
Accounts Payable Officer	Financial Services	3
Administrative Coordinator - Social Work	Social Work	3
Student Services Representative I	Registrar's Office	3
Multimedia Coordinator	ITS	3
Student Services Representative II	Admissions	4
Office Coordinator / Purchaser	Facilities Management	4
Carpenter	Facilities Management	4
Technical Director	Enrolment Management	4
Athletics Coordinator	Athletics	4
Research Services Officer	Office of Research Services	5
Accounts Receivable Officer	Financial Services	5
Alumni Relations Officer	Advancement and Alumni Relations	5
Residence Supervisor	Student Services and Residence Life	5
Communications Officer (Digital)	Communications	5
Technical Analyst II	ITS	5
Employment and Financial Aid Coordinator	Student Services and Residence Life	5
Admissions Counsellor	Student Recruitment	5
Campus Minister	Student Services and Residence Life	6
Helpdesk Manager	ITS	6
Communications Officer (Alumni)	Communications	6
International Student Coordinator	Student Services and Residence Life	6
Student Accessibility Advisor	Student Services and Residence Life	6
Marketing and Events Coordinator	Athletics	6
Admissions Counsellor (on campus)	Student Recruitment	6
Senior Admissions Counsellor	Student Recruitment	6
Academic Advisor	Registrar's Office	6
Student Counsellor	Student Services and Residence Life	6
International Admissions Counsellor	Student Recruitment	6
Technical Analyst III	ITS	6
Coordinator of Student Accessibility Services	Student Services and Residence Life	6
Information Systems Officer	ITS	7
Writing Centre Coordinator	Registrar's Office	7
Facilities Supervisor	Facilities Management	8
Mental Health Coordinator	Student Services and Residence Life	8
Residence Life Manager	Residence Life	9

## Bands

Band	Min Points	Max Points
1	346	400
2	401	450
3	451	500
4	501	550
5	551	600
6	601	650
7	651	700
8	701	750
9	751	800

APPENDIX A – CERTIFICATE ISSUED BY NEW BRUNSWICK LABOUR AND EMPLOYMENT BOARD

Labour and  
Employment Board

La Commission du  
travail et de l'emploi

RECEIVED  
New Brunswick  
CANADA

COURIER

JUL 09 2010

Reference / Référence

July 9, 2010

COX & PALMER

David Mombourquette  
Pink Larkin  
1133 Regent St., Suite 210  
Fredericton, NB E3B 3Z2

Jamie C. Eddy ✓  
Cox and Palmer  
371 Queen Street, Suite 400  
Fredericton, NB E3B 4Y9

Mr. Mombourquette, Mr. Eddy:

In the matter of the *Industrial Relations Act* and in the matter of an Application for Certification between Public Service Alliance of Canada, Applicant, and St. Thomas University, Fredericton, NB, Respondent. (Board File No. IR-005-10)

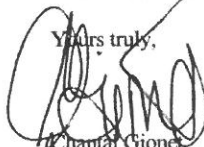
The Board acknowledges receipt of a letter dated July 6, 2010 from Mr. Eddy, a copy of which appears to have been sent to Mr. Mombourquette.

Further to that letter, the Board has reviewed the Applicant's membership evidence and it appears that the Applicant enjoys the support of more than 60% of the employees in the agreed-upon bargaining unit, thus entitling the Applicant to Certification.

Therefore, as there doesn't appear to be any other outstanding issues requiring the necessity of a hearing, please find enclosed a copy of the Board's Order in this matter. The original membership cards are being forwarded directly to Mr. Dave Shaw.

Your attention is drawn to s. 21 of the *Industrial Relations Act*, being c. I-4, R.S.N.B. 1973, concerning the effect of certification; to s. 32 which provides for the giving by either party of notice to commence bargaining with a view to the conclusion of a collective agreement; to s. 34 which provides for the time within which bargaining shall commence following notice; to s. 36 which provides that a request may be made to the Minister of Post-Secondary Education, Training and Labour for the appointment of a conciliation officer; and to s. 37(3) which provides that each of the parties to a collective agreement shall forthwith upon its execution file one copy with the Minister of Post-Secondary Education, Training and Labour and with the Board.

Yours truly,



Chantal Gionet  
Legal Officer

CG/da

cc: Dave shaw  
Jason Scarbro

Tel./Telephone :  
(506) 453-2881  
Fax/Telecopieur :  
(506) 453-3892

Fredericton City Centre  
435 King Street, Suite 200  
Fredericton  
New Brunswick  
E3B 1E5

Édifice Centre-ville  
435, rue King, Pièce 200  
Fredericton  
Nouveau-Brunswick  
E3B 1E5

PROVINCE OF NEW BRUNSWICK



Labour and Employment Board

IR-005-10

**IN THE MATTER OF THE *INDUSTRIAL RELATIONS ACT***  
**AND IN THE MATTER OF AN APPLICATION FOR CERTIFICATION**  
**BETWEEN:**

Public Service Alliance of Canada

- and -

St. Thomas University  
Fredericton, New Brunswick

Applicant

Respondent

**ORDER**

**WHEREAS** by Application filed January 28, 2010 pursuant to section 10 of the *Industrial Relations Act*, the Applicant, Public Service Alliance of Canada, did seek certification as bargaining agent for a unit of employees of the Respondent, St. Thomas University, Fredericton, New Brunswick;

**AND WHEREAS** the Respondent did file a timely Reply in which it proposed a different bargaining unit description;

**AND WHEREAS** no opposition was filed by any employees affected by the Application, notwithstanding confirmation that Notices to Employees were posted;

**AND WHEREAS** a hearing was scheduled for June 29, 2010 at the Board's offices in Fredericton, New Brunswick to determine the matter;

**AND WHEREAS** at the outset of the hearing on June 29, 2010, the parties did jointly request that the hearing be adjourned in order to allow them to meet and to try to reach a settlement on the outstanding issues, the Board granting their request;

**AND WHEREAS** by letter dated July 6, 2010, the Respondent did advise the Board that the parties had reached an agreement on the bargaining unit description, the Applicant consenting to same;

**AND WHEREAS**, having considered all of the documentation filed in this matter, the Board is satisfied that:

- (a) the Applicant is a trade union for the purpose of subsection 1(1) of the *Act*;
- (b) the agreed-upon bargaining unit hereinafter described is appropriate for collective bargaining;
- (c) the majority of employees in the bargaining unit were members in good standing and did select the trade union to be their bargaining agent as of

February 12, 2010, the time determined by the Board pursuant to paragraph 126(2)(e) of the *Act* as the time as of which such membership and support is to be determined pursuant to subsection 14(1) of the *Act*;

NOW, THEREFORE, the Labour and Employment Board does hereby CERTIFY

Public Service Alliance of Canada as bargaining agent for the following unit of employees:

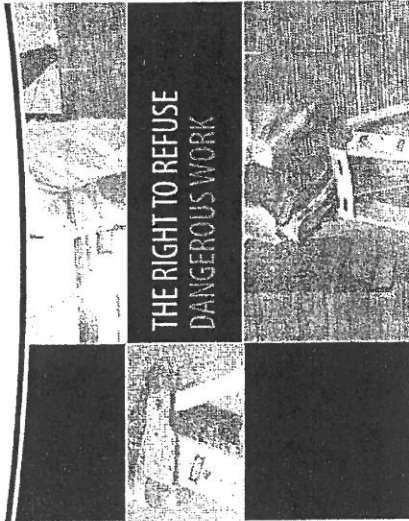
**“All employees employed by St. Thomas University on the Fredericton, New Brunswick campus in the clerical, administrative assistant, technical support, student services, general labour and trades classifications, save and except; administrative assistant (President), administrative assistant (Vice-President Academic), office coordinator (Vice-President Finance & Administration), office coordinator (Advancement & University Mission / Communications), human resources officer, human resources office coordinator, payroll officer, comptroller, coaches, associate registrar, university chaplain, drama co-ordinator, temporary employees, casual employees, student employees, Directors, and those above the rank of Director, employees covered by another collective agreement and those excluded by the *Industrial Relations Act*.”**

ISSUED at Fredericton, New Brunswick, this 8<sup>th</sup> day of July 2010.



---

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



**Section 19 of the Occupational Health and Safety Act states:**

*"An employee may refuse to do any act at his place of employment where he has reasonable grounds for believing that the act is likely to endanger his health or safety or the health or safety of any other employee."*

If you refuse to continue to work in accordance with section 19, you must:

**STEP 1**

**Report immediately to your supervisor giving your reasons for refusing to work. Stay at your workplace for your normal working hours.**

If the employer resolves the matter to your satisfaction, go back to work. If you still believe the work is dangerous—

**STEP 2**

**Bring the matter to the attention of the joint health and safety committee, if it exists, as soon as possible, giving the reasons for refusing to work.**

If the committee resolves the matter to your satisfaction, go back to work. If there is no committee, or if you still believe the work is dangerous—

**STEP 3**

**Call WorkSafeNB at 1 800 222-9775 and explain your situation. An officer will investigate.**

If, after investigation, the officer finds the working conditions are not dangerous, go back to work.

If the officer believes the work is dangerous, he will issue an order to the employer to improve the working condition. When the officer finds that the order has been carried out and the working conditions are no longer dangerous, go back to work.

The decision of an officer can be appealed to the Chief Compliance Officer and then to the Appeals Tribunal.

While the refusal is being investigated, the employer may assign the worker to other work. See section 22(1) of the Act.

The employer must not assign someone else to do the work that has been refused unless the second worker is told of the first refusal, the reasons for it and his or her right to refuse hazardous work under the Act. See section 21(2) of the Act.

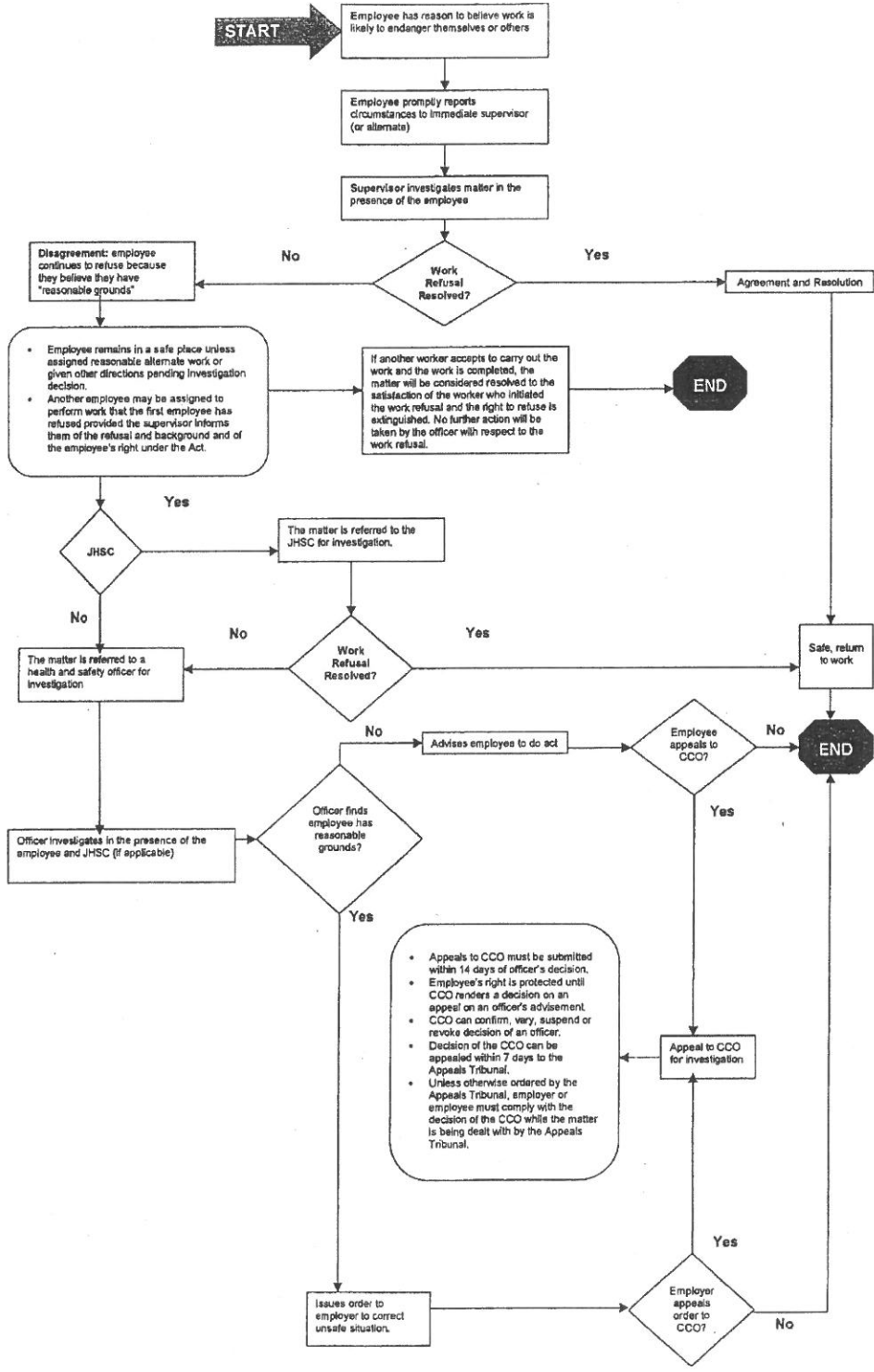
If you are discriminated against for exercising your right under the Act, you may file a complaint with WorkSafeNB. They will appoint an arbitrator to hear the matter.

Reprinted December 2009

1 800 222-9775  
www.worksafenb.ca

Work Refusal Flow Chart

2





## **APPENDIX C – BASIC LIFE PREMIUM**

The Employer will pay premiums for the first \$62,500 of basic life for the following employees irrespective of pensionable earnings:

Candace Wilcox  
Erica Cairns  
Dale Dasset  
Lauren Eagle  
Penny Granter  
Lehanne Knowlton  
Helene Noddin  
Pauline McIntyre  
Ferne Stewart  
Alissa Stokoe  
Ellen Tapley  
Laura Tucker  
Tim O'Brien

## APPENDIX D – FACILITIES MANAGEMENT AND INFORMATION TECHNOLOGY SERVICES: CLOTHING, PROTECTIVE CLOTHING, PROTECTIVE EQUIPMENT AND TOOLS

### FACILITIES MANAGEMENT:

#### Specific Requirements Including Replacement Cycle

Item	Initial Issue	Replacement Schedule
Three-Season Jacket	One (1)	Every four (4) years
Summer Jacket	One (1)	Every five (5) years
Safety Sunglasses (100% UV protection)	One (1)	As required
Safety Glasses	One (1)	As required
Ball Cap	One (1)	One per year
Hard Hat with Winter Liner	One (1)	As required
Regular/Summer Coveralls	One (1)	As required
Winter coveralls	One (1)	As required
Waterproof insulated overalls	One (1)	As required
Winter parka	One (1)	As required
Rain gear	One (1)	As required
Rubber boots	One (1)	As required
Insulated rubber boots	One (1)	As required
Work gloves	One (1)	As required
Insulated work gloves	One (1)	As required
T-shirts (with logo as determined by Employer)	Four (4)	Two (2) per year
Safety footwear	Reimbursement of up to \$170 annually –or up to \$340 bi-annually	As required with management approval when destroyed at the workplace

**INFORMATION TECHNOLOGY SERVICES (only for employees expected to work on hardware/wiring installation or maintenance)**

**Specific Requirements Including Replacement Cycle**

<b>Item</b>	<b>Initial Issue</b>	<b>Replacement Schedule</b>
Ball cap	One (1)	One (1) per year
Hard hat	One (1)	As required
Safety glasses	One (1)	As required
Work gloves	One (1)	As required
3-1 Spring/Summer/Fall Jacket	One (1)	As required
Safety footwear	Reimbursement of up to \$170 annually—or up to \$340 bi-annually	As required with management approval when destroyed at the workplace

## APPENDIX E – GRIEVANCE FORM TEMPLATE



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

### SECTION 1

Level 2 Palier 2	Level 3 Palier 3	Other Levels Autres paliers
------------------	------------------	-----------------------------

### SECTION 2

TO BE COMPLETED BY EMPLOYEE  
À REMPLIR PAR L'EMPLOYÉ(E)

Surname Nom de famille	Given names Prénoms	Telephone No. N° de téléphone
Employer, Department or agency Employeur, ministère ou organisme	Branch/division/section Direction/division/section	Work location Lieu de travail
_____ Employee signature Signature de l'employé(e)		_____ Date

### SECTION 3

TO BE COMPLETED BY BARGAINING AGENT REPRESENTATIVE  
À REMPLIR PAR LE REPRÉSENTANT DE L'AGENT NÉGOCIATEUR

Approval for presentation of grievance and agreement to represent employee are hereby given Par la présente, j'autorise la présentation du grief et j'accepte de représenter l'employé(e)		
_____ Signature of bargaining agent representative Signature du représentant de l'agent négociateur		_____ Date
Bargaining agent Agent négociateur	Bargaining unit/component Unité de négociation/Élément	
Name of local bargaining agent representative Nom du représentant local de l'agent négociateur	Telephone No. N° de téléphone	Facsimile No. N° de télécopieur
Address for contact Adresse aux fins de communication		E-mail address Adresse électronique

### SECTION 4

TO BE COMPLETED BY IMMEDIATE SUPERVISOR OR LOCAL OFFICER IN CHARGE  
À REMPLIR PAR LE SUPERVISEUR IMMÉDIAT OU LE RESPONSABLE LOCAL

Name and title of management representative Nom et titre du représentant de la direction	Date transmittal received Date de réception de la transmission
_____ Signature	

Once completed and signed by all parties copies to be distributed as follows:: copy to Employee, copy to Bargaining Agent, copy to the Employer/copie au employeur

Une fois que le formulaire est rempli et signé par toutes les parties, en remettre une copie à la partie plaignante, au représentant de l'agent négociateur et au représentant de l'employeur.



**LETTER OF INTENT #1  
BETWEEN  
ST. THOMAS UNIVERSITY  
AND  
PUBLIC SERVICE ALLIANCE OF CANADA**

WHEREAS the Employer has been operating with a job classification system for several years, and  
WHEREAS the PSAC advocates the use of job classification systems compliant with legal requirements and the principles of pay equity, and  
WHEREAS the Parties recognize the benefits of a mutually established job classification system,  
THEREFORE the Parties agree to establish within ninety (90) days after the signing of the Collective Agreement a Joint Job Evaluation Committee (JJEC) responsible for jointly developing a Job Evaluation Plan (JEP) applicable to all positions within the bargaining unit. The joint development of the JEP shall be completed ninety (90) days prior to the expiry of the Collective Agreement. These dates may be extended by mutual agreement.

**IT IS AGREED THAT:**

1. The Joint Job Evaluation Committee (JJEC) will consist of a maximum of three (3) members being nominated by each party. Members will have equal status, individually and collectively. A quorum of the committee is required at any meeting and shall consist of a minimum of four members, i.e. two (2) Employer members and two (2) PSAC members.

2. The Committee shall be mandated:

(a) to make every reasonable effort to develop a Job Evaluation Plan which includes a review of the existing classification system and recommendations for changes leading to the development of a jointly accepted job classification system;

(b) to develop a communication plan to ensure employees are familiar with the process regarding the development of a new system of classification and are provided training with respect to completing job questionnaires, writing job descriptions and sensitivity to gender bias issues;

(c) to obtain all the organizational information required to establish the plan, (e.g. questionnaires, job descriptions, organization charts, etc.);

(d) to select evaluation factors and develop factor and degree definitions;

(e) to determine the weights of each factor, and the point distribution within factors;

(f) to identify and evaluate benchmark positions; and

(g) to submit recommendations, at each step of the above steps, to the Employer and the PSAC for approval.

3. The employees who participate as Committee Members do so without loss of salary, including preparation for and attendance at meetings. All Committee Members shall respect the confidentiality of the proceedings and shall not prematurely release the results of the new system of classification as it pertains to individual employees or positions. The results of the new system of classification as it pertains to individual positions shall be released simultaneously to all employees in the Bargaining Unit.
4. The Job Evaluation plan will comply with all relevant legislation and regulations.
5. The Employer will make available to the JJEC consulting services deemed necessary as required to carry out its activities. Such a consultant must have a proven record in ensuring both the elimination of gender bias and meeting pay equity requirements; and the PSAC will assign a PSAC Classification Officer to advise the PSAC members of the committee. Such consultants or advisors will not be counted as members of the JJEC.
6. Once the jointly developed classification system is approved by the Employer and the Public Service Alliance of Canada, the Employer, utilizing the benchmark positions, shall then evaluate all positions within the bargaining unit.
7. In finalizing the jointly developed classification system in the next round of collective bargaining the Parties will negotiate any additional conversion rules as deemed appropriate, the point boundaries, the number of levels, the classification grievance procedure, the conversion rates of pay, as well as processes for the subsequent on-going review of existing position classifications, the classifications of new positions and reviewing requests for reclassification and any other matter which the Parties agree is required.
8. It is understood that the Public Service Alliance of Canada is not barred from negotiating retroactivity on the new classification system to date of certification once it is finalized.
9. Employees who are adversely affected by the new classification system will be salary protected in accordance with the salary-protected provisions of this Collective Agreement.
10. For clarity, all related noteworthy duties shall be specifically listed and described in an employee's statement of duties and evaluated by the JJEC in accordance with this LOI.

This Letter of Intent will be deemed to be part of the Collective Agreement.

Date: June 10, 2021



St. Thomas University



Public Service Alliance of Canada

**LETTER OF INTENT #2  
BETWEEN  
ST. THOMAS UNIVERSITY  
AND  
PUBLIC SERVICE ALLIANCE OF CANADA**


The Parties agree that the following items will be brought forward to the Joint Consultation Committee and will be discussed in good faith:

- Social justice initiatives, such as employment equity, diversity, anti-racism, and sustainability
- Career development, including training and mentorship
- Initiatives aimed at continuous improvement of labour relations and the workplace environment
- Concerns regarding how the existing performance appraisal form is administered
- Non-violent crisis intervention training
- Appropriate union representation on University committees
- Training new employees and taking on additional responsibilities or other duties in staff shortage situations
- Local representative on hiring committees
- Safety issues for employees exposed to potentially dangerous situations (also to be referred to the Joint Health and Safety Committee)
- HVAC and plumbing concerns
- Power outages

The LOU shall be deemed to be part of the Collective Agreement.

Date: *June 10, 2021*

  
\_\_\_\_\_  
St. Thomas University

  
\_\_\_\_\_  
Public Service Alliance of Canada

**LETTER OF INTENT #3  
BETWEEN  
ST. THOMAS UNIVERSITY  
AND  
PUBLIC SERVICE ALLIANCE OF CANADA**

The University agrees that Holy Cross House G12 shall be provided to the Local for the storage and review of files and meetings of Union Representatives and other Local Union business subject to availability as determined by the Employer acting reasonably.

Date: *June 10, 2021*

*Dawn Russell*  
St. Thomas University

*Verda Cook*  
Public Service Alliance of Canada



**Letter of Understanding**  
**Workers' Compensation Act Leave**

Should future legislative changes occur to the *Workers' Compensation Act* of New Brunswick that allow for the Employer to supplement workers' compensation benefits without offsetting the benefits payable by WorkSafeNB, the following will apply in lieu of Article 26.09 – Workers' Compensation Act Leave:

When an employee is off work because of an accident or occupational illness resulting from his, or, her employment and which is accepted as compensable by WorkSafeNB, the Employer will supplement the workers' compensation benefit to the extent permitted by WorkSafeNB without offsetting the benefit payable by WorkSafeNB and subject to the provision that any such supplemental payment shall not increase the employee's net take home pay above his, or, her regular pre-disability amount, recognizing the non-taxable status of Workers Compensation Benefit.

Date: June 10, 2021



St. Thomas University



Public Service Alliance of Canada

**Letter of Understanding**  
**Maternity Leave / Parental Leave**

The Employer agrees that an Employee granted maternity leave shall have her salary maintained at 100% of her regular weekly earnings for a period of up to seventeen (17) weeks by the Employer paying the difference between the EI Maternity benefits and 100% of the Employee's regular weekly earnings.

Date: *June 10, 2021*

*Dawn Russell*  
St. Thomas University

*Vanda Cook*  
Public Service Alliance of Canada

**Memorandum of Agreement**  
**Between**  
**Public Service Alliance of Canada (PSAC)**  
**And**  
**St. Thomas University (STU)**

**Subject:** Review of Employee Benefit Plans

The Parties agree that the Joint Consultation Committee established in Article 7 – Joint Consultation Committee shall meet during the life of this Collective Agreement to review the employee benefit plans and make recommendations to the Parties for benefit improvements and management of costs.

The review will focus on:

- potential benefit enhancements and costs;
- potential strategies to manage and, or, contain costs;
- exploring the feasibility of a non-taxable, 100% employee paid, LTD plan resulting in no income tax being paid on the benefits when paid out to the disabled employee;
- benefits for employees over 65; and
- any other mutually agreed upon benefit issue.


On a one-time basis only the employer shall provide up to a maximum of two thousand dollars (\$2000) to the PSAC towards the cost of a consultant when preparing to review the benefits plan.

If the Parties agree, and subject to ratification, the changes will be incorporated during the life of the first Collective Agreement.

Dated this 10<sup>th</sup> day of June, 2021.



St. Thomas University



Public Service Alliance of Canada

**Letter of Agreement**  
**Between**  
**Public Service Alliance of Canada (PSAC)**  
**And**  
**St. Thomas University (STU)**


**Subject:** Christmas Closure

The Parties agree that employees will receive two (2) days at regular pay during the University closure period between Christmas Day and New Year's Day without use of vacation or banked hours.

This Letter of Agreement will be deemed to be part of the Collective Agreement.

Dated this 10<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
St. Thomas University

  
\_\_\_\_\_  
Public Service Alliance of Canada

**Letter of Agreement**  
**Between**  
**Public Service Alliance of Canada (PSAC)**  
**And**  
**St. Thomas University (STU)**

**Subject:** Overtime Bank for Facilities Management, Student Recruitment, and Residence Life Staff

The Parties recognize that, due to the nature of the work cycle in Facilities Management, Student Recruitment, and Residence Life, the timing of the overtime bank payout (i.e., at the end of the fiscal year) as outlined in clause 17.10 of Article 17 – Overtime is problematic for employees in those units.

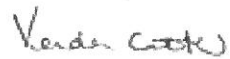
The Parties agree that an employee in Facilities Management, Student Recruitment, and Residence Life may request an extension to the timing of the overtime bank payout up to but no later than October 1<sup>st</sup>. A proposal outlining when the banked overtime will be used must accompany the request. The request is subject to approval by the supervisor based on operational requirements, in consultation with the Director of Human Resources.

All other provisions of Article 17 – Overtime remain in effect.

This Letter of Agreement will be deemed to be part of the Collective Agreement.

Dated this 10<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
St. Thomas University

  
\_\_\_\_\_  
Public Service Alliance of Canada

**Memorandum of Agreement**  
**Between**  
**Public Services Alliance of Canada (PSAC)**  
**And**  
**St. Thomas University (STU)**

Subject: Conversion to New Job Evaluation Plan

The Parties agree to the following principles of conversion in implementing the new Job Evaluation Plan:

Placement on the Grid and Step Increase

On conversion to the new classification system, the following sequence will be followed:

1. Based on the band determined by the Job Evaluation Plan, employees will be moved to that band on the new salary grid at the step which is nearest to, but not less than, their salary on June 30, 2019
2. Step Increases will be applied if applicable
3. The July 1, 2019 Economic Adjustment will be applied

Salary protection

An employee reclassified to a band with a lower attainable maximum rate of pay shall continue to receive the same rate of pay. The employee shall receive Economic Adjustments as if they had not been reclassified.

Dispute resolution

All employees will be notified in writing of their new job rating (including factor ratings and rationales, their point totals, relevant departmental organization chart, and the negotiated band and rate of pay) within fourteen (14) calendar days from the date of ratification of this collective agreement. Following notification, an employee will have thirty (30) calendar days within which to file an appeal request in writing to the Director of Human Resources. The Director of Human Resources shall forward appeals to the Local President within three (3) calendar days of receiving such request.

The Director of Human Resources will convene the Joint Job Evaluation Appeals Committee (JJEAC), within thirty (30) calendar days of receiving the appeal, to review the appeal.

The JJEAC will review the classification documentation for the position (job description, JIQ, and job rating rationale) and consult with the employee(s) and supervisor as necessary. An appellant shall have the opportunity to address the JJEAC.

If the JJEAC reaches a consensus it will provide a written decision to the University and the Union within thirty (30) calendar days of convening the JJEAC, with a copy to the employee.

In the event the JJEAC does not reach a consensus within thirty (30) calendar days of convening the JJEAC or the employee disagrees with the outcome of the JJEAC review, the PSAC may refer the appeal to a job evaluation consultant for final resolution. The consultant shall be chosen by mutual agreement between the Parties.

The consultant will receive all relevant documentation from the JJEAC and have access to all relevant information on job evaluations of bargaining unit positions. The consultant may contact the supervisor and employee for information concerning the position. The appellant shall have the opportunity to address their classification concern(s) with the job evaluation consultant.

The consultant's decision shall be final and binding and not subject to Article 11 – Grievance and Arbitration.

Following the process above, if the review determines that the position should be reclassified, any salary change (including range where applicable) will be retroactive to the date of conversion to the new classification system (July 1, 2019) and shall be appended to and form part of this Agreement.


#### Logistics and Cost-Sharing

1. All time limits set out in the appeals procedure may be extended by mutual agreement and such agreement shall be in writing.
2. An employee shall not suffer a loss of regular pay or benefits for time spent appearing before the JJEAC or meeting with the job evaluation consultant with respect to the employee's appeal.
3. Each party shall pay one half of all expenses related to the consultant. Time spent by an employee on the JJEAC shall be considered time worked.
4. The JJEAC shall be comprised of up to three (3) representatives from each party.

This Memorandum of Understanding will be in force and effect until such time as all classification appeals applicable to the conversion to the new Job Evaluation Plan are resolved.

Dated this 10<sup>th</sup> day of June, 2021.

  
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St. Thomas University

  
\_\_\_\_\_  
Public Service Alliance of Canada

**Memorandum of Agreement**  
**Between**  
**St. Thomas University**  
**And**  
**Public Service Alliance of Canada**

Re: Joint Job Evaluation Appeals Committee (JJEAC)

It is agreed:

- 1) That a joint evaluation appeals committee (JJEAC) be formed with a maximum of three (3) members being nominated by each party. A quorum shall consist of two (2) members from St. Thomas University and two (2) members from the Union. Members will have equal status. Decisions will be made by consensus. The Director of Human Resources will not sit on the JJEAC.
- 2) The employees selected as members of the committee shall not suffer loss of regular pay for attendance at meetings. Committee meetings shall normally be scheduled between the hours of 8:30 am and 4.00 pm, Monday to Friday. Any members of the committee who are scheduled to work outside of these hours shall have their hours changed in accordance with the committee's schedule of meetings to ensure time spent at such meetings will be considered as time worked.
- 3) All members of the JJEAC shall be impartial, respect the confidentiality of the proceedings and shall not prematurely release results of classification appeals decisions.
- 4) In the deliberation of the job evaluation of a position, the JJEAC may review the JIQ, job description, job posting, interview the employee(s) who filed the appeal and their supervisor(s), and review any other pertinent information related to the position being appealed.
- 5) Members of the JJEAC will receive training on the job evaluation plan and the principles of job classification at the time of joining the JJEAC and each subsequent year of membership in the committee thereafter.
- 6) Disagreements regarding the evaluation of a position may be referred to a jointly agreed upon neutral third-party classification consultant who shall render a final and binding decision.

Dated this 10<sup>th</sup> day of June, 2021.

  
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St. Thomas University

  
\_\_\_\_\_  
Public Service Alliance of Canada



**Letter of Agreement**  
**Between**  
**Public Service Alliance of Canada (PSAC)**  
**And**  
**St. Thomas University (STU)**

**Subject:** One-time Vacation Allocation

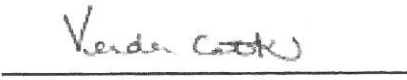
The Parties agree that in recognition of the exceptional demands on bargaining unit employees caused by the COVID-19 pandemic each employee in the bargaining unit on the date of ratification of the 2019-2022 Collective Agreement will receive a one-time allocation of three (3) vacation days in addition to their annual entitlement in the 2021-2022 vacation period (May 1, 2021 to April 30, 2022).

Employees may cash out some or all of these three (3) days of vacation within one month after ratification of this collective agreement.

During the 2021-2022 vacation period (May 1, 2021 to April 30, 2022), employees will be required to use the additional three (3) vacation days described above before using their annual vacation entitlement.

Dated this 10<sup>th</sup> day of June, 2021.

  
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St. Thomas University

  
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Public Service Alliance of Canada