

New Brunswick Legal Aid Lawyers Group 2024-2029 – Summary of Changes

The following provisions are in addition to those items negotiated centrally. All other provisions of collective agreement remain in force.

Issue	Existing Agreement	New Agreement
Article 7 Institute Security	Deletion.	7.03 The sums deducted pursuant to this Article shall be remitted, along with a list indicating the name and employee number of the employees affected, to the Head Office of the Institute prior to the fifteenth (15 th) of the month following the month in which the deductions were made. The Institute will keep the Employer advised of the address of its Head Office.
Article 8 Communications	New additions and deletions.	8.01 Except as otherwise provided in this Agreement, all written communications arising out of the application, administration and/or interpretation of this Collective Agreement shall be addressed as follows: To the Employer: Executive Director New Brunswick Legal Aid Services Commission 412 Queen Street, Suite 210 500 Beaverbrook Court, Suite 501 Fredericton, N.B. E3B 1B6 E3B 5X4
Article 8 Communications	New addition.	8.10 The Institute will notify the Employer of any change of Group President within 10 working days of the individual's confirmation in the role. For the purpose of this Article, "confirmation in the role" means the point at which the individual has formally accepted, been appointed, or otherwise designated to assume the duties of Group President, whether on a permanent or acting basis.
Article 12 Grievance Procedure	New addition.	12.01 (b) disciplinary action resulting in written reprimand , suspension or discharge under Article 14 (Discipline) of this Agreement;
Article 12 Grievance Procedure	Deletion.	12.11 An individual grievance may be presented directly at the final level of the grievance process without it having been presented at Step One if the

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		individual grievance relates to a demotion, a suspension or a termination of employment.
Article 14 Discipline	New additions and deletions.	14.01 No employee, who has completed their probationary period as defined in 19.01, shall be disciplined by discharge, suspension with or without pay, or demotion resulting from disciplinary action except for just cause. 14.02 For the purpose of this article, discipline includes: (a) oral reprimand noted in the employee's file (b) written reprimand; (c) suspension with pay; (d) suspension without pay; (e) discharge; (f) demotion.
Article 15 Employee Personnel File	New addition.	15.04 A record of disciplinary action shall be removed from the employee's file and destroyed and not used against an employee after the expiration of eighteen (18) months following the disciplinary action, provided no other disciplinary action for a similar offence occurs within this eighteen (18) month period.
Article 20 Travel Policy	New addition and deletion.	20.01 The Travel Policy as approved by Board of Management Treasury Board and amended from time to time shall apply to the employees in the Bargaining Unit.
Article 21 Statutory Holidays	New addition.	21.01 All full-time employees shall receive one (1) day paid leave for each of the following holidays each year. This benefit shall be pro-rated for part-time employees. ● New Year's Day; ● Good Friday; ● Easter Monday;

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		• The day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign; • Canada Day; • New Brunswick Day; • Labour Day; • National Day for Truth and Reconciliation; • The day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving; • Remembrance Day; • Christmas Day; • Boing Day; and • Any other day duly proclaimed as a Provincial or National Holiday.
Article 24 Maternity Leave	New addition.	24.11 Subject to the terms of any insured benefit plan, when the employee requests the continuation of contributions, the Employer shall also continue the required contributions during the period of maternity leave, provided the employee submits postdated cheques for her share of the premiums for the entire period prior to commencing maternity leave or arranges for pre-authorized debit/chequing.
Article 25 Child Care Leave	New additions and deletions.	25.02 The child care leave referred to in 25.01 shall commence no earlier than the date on which the newborn comes into the employee's care and shall end: (a) no later than sixty-two (62) weeks after this date; or seventy-eight (78) weeks after this date; (b) no later than seventy-eight (78) weeks when combined with maternity leave. <i>Employees who choose to continue their insured benefits while on leave can opt to pay by post-dated cheque or pre-authorized debit/chequing.</i>

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Article 25 Child Care Leave	New addition.	25.08 Subject to the terms of any insured benefit plan, an employee may continue contributions to group insurance plans, including that of the Employer, provided the employee submits postdated cheques for both shares of the premiums for the entire period prior to commencing childcare leave or arranges for pre-authorized debit/chequing .
Article 26 Adoption Leave	New additions and deletions.	26.03 The adoption leave referred to in 26.01 shall commence no earlier than the date on which the newborn comes into the employee's care and shall end no later than sixty-two (62) seventy-eight (78) weeks after this date. <i>Employees who choose to continue their insured benefits while on leave can opt to pay by post-dated cheque or pre-authorized debit/chequing.</i>
Article 26 Adoption Leave	New additions.	26.07 (a) Subject to the terms of any insured benefit plan, an employee may continue contributions to group insurance plans, provided the employee submits postdated cheques or arranges for pre-authorized debit/chequing prior to commencing adoption leave for the employee's share of the premiums for the period the employee is eligible for benefits under 26.08 (a) and (b). (b) Subject to the terms of any insured benefit plan, an employee may continue contributions to group insurance plans, including that of the Employer, for the remainder of the adoption leave, or for the entire period where the employee is not eligible for benefits under 26.09, provide the employee submits postdated cheques or arranges for pre-authorized debit/chequing prior to commencing adoption leave for both shares of the premiums.
Article 27 Compassionate Leave	New additions and deletions.	27.02 Employees shall have the right to apply for the following leaves without pay Compassionate Care Leave, without pay , subject to the

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		provisions of the <i>Employment Standards Act</i>, S.N.B. 1982, c. E 7.2, as amended from time to time. (a) compassionate care leave; (b) critical illness leave; (c) death or disappearance of a child leave; (d) domestic violence, intimate partner violence or sexual violence leave.
Article 28 Bereavement Leave	New additions and deletions.	28.01 An employee shall be granted bereavement leave without loss of pay: (a) in the event of the death of a spouse or common-law partner, father, mother, stepfather, stepmother, foster parent, son, daughter, brother, sister, step-brother, step-sister, grandmother, grandfather, grandson, granddaughter, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-child, foster child or ward of the employee and any other persons living in the household of the employee, for five (5) working days which shall include the day of the funeral: (b) in the event of the death of the employee's aunt, uncle, niece, nephew or ex-spouse, for one (1) working day which must be the date of the funeral: 28.02 An employee may be granted up to three (3) additional working days leave without loss of pay at the discretion of the Employer for the purpose of travel to attend the funeral of a relative set out in 28.01 (a) or to carry out executor/ administrator of estate duties which the employee may be obliged to perform following the death of such relative: 28.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, step-parent, grandparents, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted

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		under Article 28.05. For clarification purposes of the article, spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than six months and has been publicly represented as the employee's common-law partner. 28.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 28.05. 28.03 An employee shall be granted bereavement leave in the event of the death of the employee's niece or nephew, without loss of pay for a maximum of two (2) consecutive calendar days, one of which shall be the date of the funeral. 28.04 An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle or ex-spouse without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral. 28.05 An employee may be granted a maximum of an additional three (3) days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in 28.01, 28.02 or 28.03 to carry out executor/administrator of estate duties which the employee may be obliged to perform following the death of such relative.
Article 32 Pallbearer Leave	Deletion and incorporated into Article 28 Bereavement Leave.	28.06 Pallbearer Leave

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		One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travelling time if necessary. Total leave is not to exceed one (1) day without loss of pay. 28.03 One-half (1/2) day's leave shall be granted to attend a funeral as pallbearer, plus travelling time if necessary. The total leave is not to exceed one (1) day.
Article 37 Domestic Violence Leave, Intimate Partner Violence Leave or Sexual Violence Leave	Deletion and incorporated into Article 27 Compassionate Leave.	<i>Refer to Article 27.02 (d).</i>
Article 45 Duration and Termination	Duration, five (5) year agreement.	45.01 This Agreement shall be for a term commencing November 14 th , 2019 2024 and ending November 13 th , 2024 2029 . All Collective Agreement provisions shall come into effect on the date of signing of this Agreement, unless otherwise specifically stated.
Article 45 Duration and Termination	New additions and deletions.	45.03 Where the Parties have negotiated a retroactive pay increase, persons who ceased to be employees during the retroactive period are entitled to the retroactive pay except in the case where an employee is discharged or abandons his or her their position.
Article 45 Duration and Termination	New additions and deletions.	45.04 When an employee who is entitled to receive pay dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee. 45.04 Pay Entitlement of Former Employees a. A Former Employee who has a claim for retroactive pay and who is not employed on the date of signing of this Collective Agreement, as outlined in article 45.04(a) above, shall make claim by notice in writing to the Employer within forty-five (45) calendar days from the signing of

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		this Collective Agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay. It shall be the sole responsibility of the former employee to make the claim for retroactive pay. b. Upon signing this collective agreement, the Employer shall immediately, but not later than ten (10) days, advise Former Employees by sending notification by mail to the last known address on file and, where available, email correspondence that a new collective agreement has been signed and that they may be entitled to retroactive wages and shall inform them of their obligations to write-in under article 45.04(a). 45.05 The following employees shall also receive retroactive pay on a prorated basis and will receive payment without making a request: i. Former Employees who died or retired after the Collective Agreement's start date; ii. Former Employees terminated due to illness.
Letter of Agreement - Recognition and Retention Premium	New.	Effective December 16, 2026, an employee who: 1. Is a member of the bargaining unit; and 2. Has received written confirmation from the employer or has provided the employer with formal written confirmation from a recognized Canadian law society that the employee has: a. Fifteen (15) years but less than twenty (20) year since their admission to the bar of a Canadian law society; b. Twenty (20) years but less than twenty-five (25) years since their admission to the bar of a Canadian law society; c. Twenty-five (25) years since their admission to the bar of a Canadian law society.

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		Shall receive one of the following adjustments to the employee's regular rate of pay as of the date at which the employee reaches that milestone: i. Fifteen (15) years but less than twenty (20) years – 1% ii. Twenty (20) years but less than twenty-five (25) years – 2% iii. Twenty-five (25) years – 3% For the purpose of the initial implementation of the Retention and Recognition Premium, all employees who have already attained years since admission to the bar as set out above as of December 16, 2025, shall be entitled to the above applicable Retention and Recognition Premium effective December 16, 2025.
Letter of Commitment - Court Clothing	Renewal.	
Letter of Commitment - GNB Policy Centre and Remote Work Policy	New.	This letter is to confirm the New Brunswick Legal Aid Services Commission's commitment to post the link to the GNB Policy Centre on the NBLASC all-staff shared drive providing easy access to all GNB policies. A distinct link to GNB Remote Work Policy will be available on the all-staff shared drive as well. With respect to the Performance Excellence documents, these two links will be added within <i>Section 5 – Policy Review</i> for information purposes in addition to policies that employees must review on an annual basis.
Letter of Commitment - Work Assignment	New.	The Employer values the contribution of all employees in providing the services under the Commission's mandate. The Employer acknowledges that concerns about work assignments have been raised by some employees. The parties recognize that the Employer maintains the right to assign duties and classify positions within its organization, and to contract out work pursuant to paragraphs 6(1) and 6(2) in the <i>Public Service Labour Relations</i>

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		Act. However, the Employer is committed to open and respectful communication about these concerns when raised through the following options: (a) The NBLASC Escalation Process, as attached. (b) The Performance Excellence Process. (c) The Labour Management Committee (LMC).
Memorandum of Agreement - Workload Review Committee	Renewal.	
Memorandum of Agreement re: previously excluded employees	Renewal	
Memorandum of Understanding re: Terms and Conditions of Employment for persons employed on a casual basis for a continuous period of six (6) months who continue to be so employed thereafter.	Deletion and renewal.	2. The Collective Agreement The following provisions of the Collective Agreement do not apply to casual employees: Article 14 – Discipline Article 15 - Employee Personnel File 15.02, 15.03, 15.04 Article 16 - Competitions and Appointments Article 17 - Layoff Article 19 – Wages and Allowances Article 23 – Sick Leave 23.05, 23.06, 23.07 and 23.08 Article 24 - Maternity Leave Article 25 - Child Care Leave Article 26 - Adoption Leave Article 27 – Compassionate Leave Article 28 – Bereavement Leave Article 29 – Court Leave Article 30 – Emergency Leave Article 31 – Family Responsibility Leave Article 32 – Pallbearer Leave Article 33 - Leave for Institute Business

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		Article 35 – Volunteer Leave Article 36 – Leave of Absence Without Pay 36.02 Article 39 – Employee Benefits Programs 39.03, 39.05 Article 40 - Transfer of Benefits
Schedule B Eligibility for Merit Increases	Deletions.	Lawyer 1 and 2 (or Lawyer effective date of signing) Lawyer 3 (or Senior Lawyer effective date of signing)
Wages	New.	<u>General Economic Increases:</u> November 14, 2024 4% November 14, 2025 4% November 14, 2026 2.25% November 14, 2027 2.25% November 14, 2028 2% TOTAL 14.5% <u>Effective Date of Tentative Agreement:</u> Resourcing Adjustment 16% Recognition and Retention Premium (Letter Of Agreement) 1%, 2%, 3% for 15, 20, 25 years at bar respectively Elimination of steps 1-13 of Lawyer classification