

AGREEMENT

BETWEEN

THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

AND

THE NEW BRUNSWICK LEGAL AID SERVICES COMMISSION

GROUP: THE NEW BRUNSWICK LEGAL AID LAWYERS

EXPIRATION DATE: November 13, 2024

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THIS AGREEMENT made this July 29, 2022,	

BETWEEN: THE PROFESSIONAL INSTITUTE OF THE PUBLIC SERVICE OF CANADA, hereinafter referred to as the "Institute"

AND: NEW BRUNSWICK LEGAL AID SERVICES COMMISSION, hereinafter called the "Employer".

PREAMBLE

The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the employer, the employees and the Institute, to set forth certain terms and conditions of employment relating to remuneration, hours of work, employee benefits and general working conditions affecting employees covered by the Agreement.

The Parties to this agreement share a desire to improve the quality of the Public Service of New Brunswick, to maintain professional standards and to promote the well-being and increased efficiency of its employees to the end that the people of New Brunswick will be well and effectively served. Accordingly, they are determined to establish, within the framework provided by law, an effective working relationship at all levels of the Public Service in which members of the Bargaining Unit are employed.

ARTICLE 1: DEFINITIONS

For the purpose of this Agreement:

1.01 "Institute" means The Professional Institute of the Public Service of Canada.

1.02 "Bargaining Unit" means all employees of the Employer covered by Certification No. PS-020-13, issued by the New Brunswick Labour and Employment Board issued on August 14th, 2014.

1.03 "Employer" means Her Majesty in Right of the Province as represented by the New Brunswick Legal Aid Services Commission.

1.04 "Employee" means a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the classifications assigned to the Bargaining Unit, other than:

(a) a person not ordinarily required to work more than one-third (1/3) the number of hours stipulated as the normal work week; and

(b) a person employed in a managerial or confidential capacity.

1.05 "section" means any one of the three areas of practice of criminal law, family law or public trustee services.

1.06 Words used in this Agreement, if defined in the *Public Service Labour Relations Act*, have the same meaning as given to them in the *Public Service Labour Relations Act*.

ARTICLE 2: APPLICATION

2.01 This Agreement applies to and is binding on the Institute, the employees and the Employer.

2.02 The Parties hereto agree that the benefits, privileges, rights or obligations agreed to in this Collective Agreement are in lieu of the application of the *Employment Standards Act*, S.N.B. 1982, C. E-7.2, as contemplated in subsection 4(2) of the Act.

ARTICLE 3: FUTURE LEGISLATION

3.01 In the event that any law passed by the Legislature of the Province applying to Public Servants covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

3.02 Where any provision of this Agreement conflicts with the provisions of any Public Statute or Regulation of the Province, the provision of the Public Statute or Regulation shall prevail.

ARTICLE 4: RECOGNITION

4.01 The Employer recognizes the Institute as the exclusive Bargaining Agent for all employees described in the New Brunswick Labour and Employment Board File No. PS-020-13, issued on August 14, 2014, covering all employees of the Employer in the Legal Aid Lawyer Group in the Scientific and Professional Occupational Category.

ARTICLE 5: PROVINCIAL SECURITY

5.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made on behalf of the Government of the Province of New Brunswick in the interest of health, safety or security of the people of the Province.

5.02 For the purposes of 5.01 above, any order made by the Lieutenant-Governor in Council is conclusive proof of the matters stated therein in relation to the giving or making of any instruction, direction or regulation by, or on behalf of, the Government of the Province of New Brunswick in the interests of the health, safety or security of the people of the Province.

ARTICLE 6: MANAGEMENT RIGHTS

6.01 All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement, are recognized by the Institute as being retained by the Employer.

ARTICLE 7: INSTITUTE SECURITY

7.01 The Employer shall, as a condition of employment deduct an amount equal to the regular monthly membership dues of the Institute from the monthly pay of all employees in the Bargaining Unit.

7.02 Clause 7.01 will be applied for present employees and the deductions from pay for each new employee in respect of each month will start with the first full month of employment.

7.03 The sums deducted pursuant to this Article shall be remitted to the Head Office of the Institute prior to the fifteenth (15th) 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.

7.04 Before the Employer is obligated to deduct any amount under this Article, the Institute must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this article until changed by a further written notice to the Employer signed by the President of the Institute, after which such changed amount shall be the amount to be deducted, and so on from time to time. The written notice shall be provided at least thirty (30) days before the effective date of the changed amount.

7.05 The sums deducted under this Article shall be accepted by the Institute as the regular monthly dues of those employees who are or shall become members of the Institute and the sum so deducted from non-members of the Institute shall be treated as their contribution towards the expenses of maintaining the Institute.

7.06 The Institute agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

7.07 The Institute assumes full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to the Head Office of the Institute under this Article.

ARTICLE 8: COMMUNICATIONS

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 St, Suite 210
Fredericton, N.B.
E3B 1B6**

To the Institute:

**The Professional Institute of the Public Service of Canada
1718 Argyle Street, Suite 610
Halifax, N.S.
B3J 3N6**

8.02 Either party will notify the other within fifteen (15) days of any change to the above communication address.

8.03 Nothing in this Agreement prevents the Employer and the Institute from using electronic media for sending or posting any communication which is normally required to be in writing if the Employer and the Institute so agree.

8.04 The Employer shall publish the Collective Agreement in both official languages on the Commission's shared drive within thirty (30) days when reasonably possible but no later than 60 days after its execution.

- 8.05 (a) The Employer shall prepare a list of employees in the Bargaining Unit and shall make the list available to the Institute during January of each year.
- (b) The Employer shall provide to the Institute, the names and addresses of all new employees in the Bargaining Unit within thirty (30) days of the start of employment.
- (c) The Employer shall advise the Institute of any commencement and termination of an employee in the Bargaining Unit within thirty (30) days of such a change.
- 8.06 The list of employees shall include the classification, pay step, the commencement date and work location of each employee.
- 8.07 Upon request of the Institute, the Employer shall provide a copy of classification specifications covering employees within the Bargaining Unit.
- 8.08 The Employer acknowledges its obligation to make available any policy which has a bearing on employee terms and conditions of employment and to advise the Institute of any change in policy within thirty (30) days.
- 8.09 The Employer shall permit the use of electronic media and existing bulletin boards by the Institute for the distribution of information relating to the business affairs, meetings, social events and reports of various committees of the Institute.

ARTICLE 9: NO DISCRIMINATION/HARASSMENT

- 9.01 There shall be no discrimination, restraint or coercion exercised or practiced upon any employee by either party because of membership or non-membership in the Institute, or in contravention of the *Human Rights Act*, R.S.N.B. 1973, c.H-11, of the Province of New Brunswick, as amended from time to time.
- 9.02 The Institute and the Employer recognize the right of the employees to work in an environment free from harassment.

ARTICLE 10: STRIKES AND LOCKOUTS

- 10.01 In accordance with the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, there shall be no strikes, walkouts or lockouts during the term of this Agreement.

ARTICLE 11: LABOUR MANAGEMENT COMMITTEE

- 11.01 There shall be a Labour Management Committee composed of at least three (3) representatives of the Institute and an equal number of representatives of the Employer. The committee may be extended to include additional members where mutually agreed by the Parties, provided equal representation is maintained.
- 11.02 As of December 31, 2019 and every year thereafter, each party shall inform the other of the names of its members on the Labour Management Committee provided, however, that either party may add or substitute members.

11.03 A meeting of the Committee shall be convened as soon as possible after receipt of an agenda from the other party, but in any case no later than thirty (30) days after receipt of an agenda, unless otherwise mutually agreed.

11.04 The Committee shall establish its own procedure and each party shall bear the travel costs of its own representatives of the committee provided that, where meetings are held during working hours, no employee shall lose pay as a result of attending meetings of the committee.

11.05 The Committee shall deal with matters of mutual interest and concern in an attempt to facilitate harmonious relations between the Employer and the Institute and their members. The Committee shall not have power to alter, amend, add to, or modify the terms of this Collective Agreement.

ARTICLE 12: GRIEVANCE PROCEDURE

12.01 A grievance means a dispute or difference of opinion concerning any of the following:

- (a) the interpretation or application with respect to an employee of a provision of this Collective Agreement or a related arbitral award;
- (b) disciplinary action resulting in suspension or discharge under Article 14 (Discipline) of this Agreement;
- (c) the interpretation or application of a provision of a statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with terms and conditions of employment;
- (d) any occurrence or matter affecting terms and conditions of employment other than those terms and conditions of employment covered in the three (3) preceding paragraphs and for which there is no administrative procedure for redress provided for in or under an Act of the Legislative Assembly.

12.02 In an effort to facilitate the efficient resolution of grievances, the Employer and an Institute's representative, unless otherwise advised by the Institute, may engage in informal discussions without prejudice.

12.03 Where an employee considers himself/herself to be aggrieved he/she shall, with or without the assistance of an Institute's representative, discuss the matter with the employee's immediate supervisor before the first step in the grievance procedure is implemented.

12.04 Where an employee alleges that he/she has a grievance as outlined under 12.01 and where the employee has the written consent of the Institute's representative, the following procedures apply.

STEP ONE: Within twenty-five (25) days after becoming aware of the circumstances giving rise to the grievance, the employee may file a grievance in writing, either on the form provided by the Labour and Employment Board or on a form approved by the Parties, with the person designated by the Employer as the first level in the grievance procedure.

The employee may proceed to Step Two / Final if:

- (a) no reply is received within twenty (20) days following the date on which the grievance was filed, or

(b) no satisfactory settlement is received within twenty (20) days following the date on which the grievance was presented under 12.05.

STEP TWO / FINAL: Within ten (10) days following the expiration of the twenty (20) day period referred to in Step One, the employee may refer the grievance in writing with the Executive Director. A proposed settlement of the grievance presented at Step One and any reply must accompany the grievance when it is filed with the Executive Director. The Executive Director shall reply in writing to the employee within fifteen (15) days following the date the grievance was presented under 12.05 to the Executive Director. If the employee does not receive a reply or satisfactory settlement for the grievance, the employee may refer the grievance to adjudication as provided in Article 13, within twenty (20) days from the date on which the employee should have received a reply from the Executive Director.

12.05 Unless otherwise agreed by the Parties, a meeting will be held at each step in the grievance process, involving the grievor, an Institute representative and the person(s) designated by the employer in an effort to resolve the difference that gave rise to the grievance. Every effort will be made by the Parties to schedule the meeting as quickly as possible.

12.06 Any difference or grievance arising directly between the Institute and the Employer may be submitted by the Institute at Step Two / Final.

12.07 In any case where the employee presents a grievance or in any case in which a hearing is held on a grievance at any level, the employee shall be accompanied by a representative of the Institute.

12.08 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays and Sundays and recognized holidays shall be excluded. If advantage of the provisions of the Article has not been taken within the time specified herein, the alleged grievance shall be deemed to have been abandoned and cannot be reopened.

12.09 All time limits specified in this Article can be extended through mutual agreement in writing by a representative of the Institute and the Employer.

12.10 A grievance at any step under the foregoing is deemed to have been filed by the employee on the date it is personally served on the person designated by the Employer, or sent electronically, if applicable.

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 individual grievance relates to a demotion, a suspension or a termination of employment.

12.12 A grievance shall not be deemed to be invalid by reason only of the fact that it is not in accordance with the form supplied by the Labour and Employment Board or by the Employer.

12.13 The Employer may file a grievance in accordance with subsection 92(1) of the *Public Service Labour Relations Act*, supra.

ARTICLE 13: ADJUDICATION

13.01 The provisions of the *Public Service Labour Relations Act*, supra, and Regulations governing the adjudication of grievances shall apply to grievances lodged under the terms of this Agreement.

13.02 In any reference to adjudication, including cases arising from suspensions and discharges, the Adjudicator or Board of Adjudication, as the case may be, shall have the power to direct payment of

compensation, vary penalties, direct reinstatement of a benefit or privilege, or order appropriate action to finally settle the issue(s) between the Parties and may give retroactive effect to their decision.

13.03 An adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement nor to substitute any new provision for an existing provision, nor give any decision inconsistent with the terms thereof.

ARTICLE 14: DISCIPLINE

14.01 No employee, who has completed his/her probationary period as defined in Article 19.01, shall be disciplined by discharge, suspension with or without pay, or demotion resulting from a disciplinary action except for just cause.

14.02 Prior to disciplining an employee pursuant to Article 14.01, a meeting may be held. The employee shall have the right to have present a representative of the Institute. The employee and the Institute shall receive reasonable prior notice of the meeting.

14.03 The employee shall be informed in writing of the nature of the disciplinary action against that employee at the time such action is taken.

14.04 Where an employee is suspended or discharged pursuant to Article 14.01, and the Employer, due to exceptional circumstances, is unable to comply with Article 14.03, the Employer shall within ten (10) days of the suspension or discharge notify the employee and the Institute in writing by registered mail or by personal service stating the reason for the suspension or discharge.

14.05 Where an employee alleges that he/she has been suspended or discharged in violation of Article 14.01, the employee may, within ten (10) days of the date of which he/she was notified in writing or within twenty (20) days of the date of his/her suspension or discharge, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement and, for the purpose of a grievance alleging violation of Article 14.01, he/she shall lodge a grievance at the final level of the grievance procedure.

14.06 Where it is determined that an employee has been suspended or discharged in violation of Article 14.01, that employee shall be immediately reinstated in his/her former position without loss of seniority or any other benefit which would have accrued to the employee if he/she had not been suspended or discharged. One of the benefits which the employee shall not lose is his/her regular pay during the period of suspension or discharge which shall be paid to the employee at the end of the next complete pay period following reinstatement.

ARTICLE 15: EMPLOYEE PERSONNEL FILE

15.01 An employee's personnel file shall be made available and open to the employee for inspection at a reasonable time established by mutual agreement between the employee and his/her immediate supervisor.

15.02 The Employer shall not introduce as evidence in a grievance or adjudication proceeding under this Agreement any document pertaining to disciplinary action the existence of which the employee was not aware.

15.03 To ensure compliance under 15.02 above, employees shall be required to sign any written document pertaining to disciplinary action acknowledging that the employee has read such document.

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 occurs within this 18 month period.

ARTICLE 16: COMPETITIONS AND APPOINTMENTS

16.01 (a) Where there is a competition to fill a vacancy or an anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically for a minimum of ten (10) working days. Notification of such competition shall be forwarded to the Institute.

(b) The notice referred to in clause 16.01(a) shall contain the following information:

- (i) description of the position;
- (ii) location of the position;
- (iii) required qualifications; and
- (iv) the pay range.

16.02 In filling a vacancy pursuant to 16.01, where the qualifications, ability and suitability of the candidates are relatively equal, the Employer will provide preference to employees within the Bargaining Unit for the vacant position.

ARTICLE 17: LAYOFF

17.01 An employee may be laid off because of lack of work or the discontinuance of a function.

17.02 Where layoff(s) becomes necessary, the Employer shall advise the Institute, where possible at least sixty (60) calendar days prior to the effective date of possible layoff(s), and shall meet to discuss relevant matters concerning any layoff(s).

17.03 Where the qualifications, skills and ability of employees affected are relatively equal, and the employees are within the same section, reverse order of seniority shall determine the order of layoff.

17.04 Whenever feasible, as much advance notice as possible shall be given to an employee who is to be laid off. When an employee is to be laid off, formal written notice must be given thirty (30) calendar days prior to the date of layoff. A copy of the written notice shall be sent to the Institute.

17.05 After an employee has received notice of the employee's potential layoff, the Employer and a representative of the Institute shall meet to discuss the status of such employee and suitable alternate employment available.

17.06 There shall be no new hiring into the Bargaining Unit within a twelve (12) month period following the time of layoff until those laid off have been given an opportunity of employment, provided that they have the qualifications, skills and ability to perform the work and provided that they have not been laid off for a period greater than twelve (12) months.

17.07 An employee who is laid off and rehired within the Commission within twelve (12) months of the day of layoff shall be entitled to retain:

- (a) unused sick leave credits accumulated as of the date of layoff,
- (b) years of service that accumulated as of the date of layoff for the purposes of calculating vacation leave,

(c) their position on the seniority list as of the date of layoff, and

(d) the rate of pay being received at the time of layoff.

17.08 During the layoff period, an employee shall not accrue sick or vacation leave credits.

ARTICLE 18: HOURS OF WORK

18.01 Full time employees are expected to work a minimum of thirty-six and one-quarter (36 ¼) hours weekly, comprised of five (5) seven and one-quarter (7 ¼) hour days, exclusive of lunch break.

18.02 Upon the request of an employee and subject to operational requirements, variable or compressed hours of work may be established when mutually agreeable.

18.03 In lieu of overtime, a manager may authorize leave with pay where additional hours of work were necessary to complete the job assignment.

ARTICLE 19: WAGES AND ALLOWANCES

19.01 For the purpose of this Article:

"Control Point Maximum" means the point within a salary range representing the maximum base pay for a job.

"Discretionary Maximum" means the maximum step above the control point maximum for the pay range for assigning re-earnable increments.

"Merit Increase" means an adjustment to individual salary based on a documented assessment of performance as per Schedule B – Eligibility for Merit Increases.

"Pay Step" means one step in the pay range.

"Probationary Period" means:

- (a) A newly hired employee shall serve a probationary period of at least one hundred and eighty (180) consecutive calendar days immediately following the date the employee reports for work. After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding number of days.
- (b) The Employer reserves the right to reduce or waive the probationary period in the case of a newly promoted employee from within the organization.
- (c) The Employer may extend an employee's probationary period by two (2) further periods of ninety (90) consecutive calendar days. Notice of such extension must be provided in writing to the employee no later than the final day of the initial probationary period.
- (d) During the probationary period, and any extension thereof, an employee may be dismissed or terminated at any time, without cause except as may be provided for by the New Brunswick *Employment Standards Act*.

- (e) Employees dismissed or terminated during the probationary period will not have recourse to the Grievance or Arbitration provisions of this Agreement, unless the dismissal or termination is alleged to have been discriminatory or made in bad faith.

"Re-earnable Increment" means a temporary payment equivalent to pay step increases authorized at the discretion of the Executive Director or designate.

19.02 Rates of pay for employees shall be in accordance with Schedule A.

19.03 Merit increases for employees shall be in accordance with Schedule B.

19.04 Re-earnable Increments

(a) An employee classified as Lawyer 3 (or Senior Lawyer effective date of signing) may be granted a re-earnable increment not to exceed the Discretionary Maximum pursuant to the Performance Management System.

(b) A re-earnable increment is not included in base pay, does not constitute pensionable earnings. A re-earnable increment may be included with bi-weekly pay, or paid out periodically or at one time, based on the amount and duration of increment authorized.

19.05 **Rate of Pay on Promotion, Demotion, Lateral Transfer**

(a) An employee is promoted when the new Control Point Maximum is higher than the previous Control Point Maximum.

(i) Where an employee is appointed to a position having a higher Control Point Maximum, or an employee is reclassified to a classification having a higher Control Point Maximum, the employee shall be paid at the nearest rate of pay that provides an increase of 4 pay steps, not to exceed the Control Point Maximum of the higher pay range.

(ii) The promotional increase for an employee who has been in receipt of acting pay for at least twelve (12) months is calculated based on the employee's current rate of pay including acting pay.

(iii) Where an employee who is eligible for a merit increase is promoted on the common anniversary date, the employee shall be granted both a merit increase and a promotional increase.

(b) An employee is demoted when the new Control Point Maximum is lower than the previous Control Point Maximum and the employee is paid at a lower rate.

(i) Where an employee is appointed to a position having a lower Control Point Maximum, or an employee is reclassified to a classification having a lower Control Point Maximum and the employee's rate of pay is above the Control Point Maximum of the new classification, the employee shall be paid at the employee's current rate of pay for twelve (12) months after which the employee will be placed at the Control Point Maximum of the new classification.

(ii) Where an employee is appointed to a position having a lower Control Point Maximum and the employee's rate is below the Control Point Maximum of the new pay range applicable to the employee, the employee shall be paid at a rate in the new pay range closest to the employee's current rate and does not represent a decrease.

(iii) Where an employee requests and is granted a demotion and the employee's current rate of pay is more than the Control Point Maximum of the pay range for the classification to which the employee is demoted, the employee shall be paid at the Control Point Maximum of the lower classification.

(c) An employee is laterally transferred when the appointment is neither a promotion nor a demotion. Where an employee is laterally transferred, the employee shall be paid at the employee's current rate of pay.

19.06 **Acting Pay** - Where the employer requires the employee to perform for a temporary period of 5 (five) days or more the duties of a higher classification than the one held by the employee, the employee shall receive acting pay equal to four (4) pay steps above the acting employee's regular rate of pay. An employee cannot be paid above the Control Point Maximum for the position in which the employee acts.

ARTICLE 20: TRAVEL POLICY

20.01 The Travel Policy as approved by Board of Management and amended from time to time shall apply to the employees in the Bargaining Unit.

ARTICLE 21: STATUTORY HOLIDAYS

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.

- (a) New Year's Day;
- (b) Family Day
- (c) Good Friday;
- (d) Easter Monday;
- (e) the day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
- (f) Canada Day;
- (g) New Brunswick Day;
- (h) Labour Day;
- (i) the day fixed by proclamation of the Governor-in-Council as a general day of Thanksgiving;
- (j) Remembrance Day;
- (k) Christmas Day;
- (l) Boxing Day; and
- (m) any other day duly proclaimed as a Provincial or National Holiday.

21.02 Employees shall receive the following days off surrounding Christmas without loss of pay:

- (i) when Christmas Day is a Monday, the 25th and 26th days of December, or
- (ii) when Christmas Day is a Tuesday, the 24th, 25th and 26th days of December, or
- (iii) when Christmas Day is a Wednesday or Thursday, the afternoon of the 24th as well as the 25th and 26th days of December, or
- (iv) when Christmas Day is a Friday, a Saturday or a Sunday, the 24th to 27th days of December inclusive.

21.03 An employee who is entitled to pay on either the working day immediately preceding or following the holiday is entitled to the paid holiday.

21.04 When a holiday other than Christmas coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following the employee's day of rest.

21.05 Where a holiday occurs where an employee is on sick or vacation leave, the holiday is considered granted and no deduction is made from the employee's sick or vacation leave credits.

21.06 When an employee is required to attend court on a holiday listed under Article 21.01, the employee shall be paid one and one-half (1½) times the employee's regular rate of pay for all hours worked on the holiday in addition to the regular day's pay, providing such holiday falls on a regular working day.

ARTICLE 22: VACATION LEAVE

22.01 Each employee with less than ninety-six (96) months of continuous service and less than ninety-six (96) months following admission to the bar, shall accumulate vacation leave credits at the rate of one and one-quarter (1¼) days per calendar month of continuous employment for which he/she receives pay for at least eleven (11) days, excluding statutory holidays.

22.02 Each employee with more than ninety-six (96) months of continuous service or more than ninety-six (96) months following admission to the bar shall accumulate vacation leave credits at a rate of one and two-thirds (1 2/3) days per calendar month of continuous employment for which he/she receives pay for at least eleven (11) days, excluding statutory holidays.

22.03 Each employee with more than two hundred and forty (240) months of continuous service or more than two hundred and forty (240) months following admission to the bar shall accumulate vacation leave credits at a rate of two and one-twelfth (2 1/12) days per calendar month of continuous employment for which he/she receives pay for at least eleven (11) days, excluding statutory holidays.

22.04 Subject to operational requirements, the Employer shall endeavor to schedule an employee's vacation at such times and in such amounts as are mutually acceptable to the Employer and employee.

22.05 An employee who has vacation credits which have not been used when he/she ceases to be an employee shall be given a cash settlement in lieu of vacation based on the rate of remuneration the employee was receiving at the time he/she ceased to be an employee.

22.06 A person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but which was not earned and the amount of compensation shall be calculated using the employee's rate of remuneration at termination.

22.07 When sick leave or other paid leave is granted for a period during which an employee was on vacation leave, the period of vacation leave covered is reinstated to the employee. A medical certificate may be required for proof of illness.

22.08 (a) Where in a calendar year an employee has not been granted all of the vacation leave credited to him/her, the unused portion of his/her vacation leave, not to exceed the entitlement earned in the calendar year, shall be carried over to the next year.

(b) Where an employee has unused vacation credits in excess of (a) above and where the Employer has been unable to schedule such excess entitlement during the calendar year, because of extenuating circumstances, the Employer shall authorize carry-over to the next calendar year of the excess entitlement, provided the employee submits written application for

carry-over prior to November first (1st) and provided the Employer cannot schedule such leave prior to the expiry of the calendar year.

ARTICLE 23: SICK LEAVE

23.01 Each employee shall accumulate sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for each calendar month of continuous employment for which he/she receives pay for at least ten (10) days, up to a maximum credit of two hundred and forty (240) working days.

23.02 An employee who is absent from work on account of sickness or accident who wishes to use sick leave credits for such absence must notify his/her immediate Supervisor as soon as possible.

23.03 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half ($\frac{1}{2}$) day may be deducted as one-quarter ($\frac{1}{4}$) day, if the actual absence is closer in length to one-quarter ($\frac{1}{4}$) day than it is to one-half ($\frac{1}{2}$) day. This principle may similarly be applied in cases of absence of less than one (1) full day, but more than one-half ($\frac{1}{2}$) day, where another quarter ($\frac{1}{4}$) day unit may be added to the half ($\frac{1}{2}$) day (i.e. a three quarter ($\frac{3}{4}$) day deduction), if the absence is closer to one-half ($\frac{1}{2}$) day than it is to one (1) full day.

23.04 The Employer may require such proof of illness as it deems necessary for any illness lasting more than three (3) days for which sick leave is claimed. If, after such a request, proof of illness is not provided within ten (10) working days, absence shall be deducted from the employee's salary.

23.05 Where an employee does not have sick leave credits equal to the period of absence caused by sickness or accident, he/she may, on request, be advanced up to fifteen (15) working days of sick leave credit, which shall be deducted from future credits accumulated upon his/her return to work. Such requests shall not be unreasonably denied.

23.06 The total amount of unrecovered advanced sick leave shall not exceed fifteen (15) working days at any one time.

23.07 An employee who was advanced sick leave under 23.05 shall, upon ceasing to be an employee, compensate the Employer for sick leave which has not been recovered, and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time he/she ceased to be an employee.

23.08 The Parties agree that failure to comply with 23.07 above is grounds for the Employer to withhold until compliance:

- (a) wages or other monetary benefits owing,
- (b) any credit transfers in terms of vacations.

ARTICLE 24: MATERNITY LEAVE

24.01 An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

24.02 An employee intending to use maternity leave shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of delivery.

24.03 An employee requesting maternity leave shall submit the required Request for Leave Form to the Employer prior to the anticipated leave date.

24.04 At the request of the employee, maternity leave shall commence at any time within thirteen (13) weeks prior to the expected date of delivery.

24.05 Notwithstanding clause 24.04, when an employee is unable to perform her regular duties due to her pregnancy, the Employer will make every reasonable effort to assign duties consistent with the employee's capacity. If the Employer is unable to assign such duties, the Employer may direct the employee to proceed on maternity leave where in its opinion the interest of the Employer so requires.

24.06 Where at any time prior to commencement of her requested maternity leave the Employer directs an employee to proceed on leave in accordance with clause 24.05, or an employee is advised to proceed on leave by her attending physician, the employee upon submission of a medical certificate, if requested by the Employer, may instead use accumulated sick leave credits until the date of commencement of her requested maternity leave.

24.07 An employee shall not be eligible for sick leave during the seventeen (17) consecutive week maternity leave period.

24.08 When an employee on maternity leave wishes to return to work earlier than provided for under 24.01, she shall give the Employer written notice at least ten (10) working days in advance, and the Employer will make every reasonable effort to accommodate her request.

24.09 An employee returning to work from maternity leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave unless she accepts appointment to another position upon her return to work.

24.10 During the period of maternity leave, an employee:

- (a) continues to earn seniority and continuous service credits based on what her regular hours of work would have been;
- (b) continues to accrue entitlements for vacation purposes;
- (c) maintains but only accrues sick leave or vacation leave credits for any calendar month in which she receives pay for at least eleven (11) days, excluding statutory holidays; and
- (d) shall receive merit increases in accordance with Schedule B.

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 the maternity leave, provided the employee submits postdated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

24.12 An employee with one (1) year of continuous service who agrees to work for a period of at least six (6) months after her approved leave and who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* shall receive the following allowances:

- (a) during the waiting period under the *Employment Insurance Act*, seventy-five percent (75%) of the employee's regular rate of pay less any other monies earned during this period;
- (b) following the required waiting period and for a period not exceeding fifteen (15) continuous weeks, the difference between the employment insurance benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's regular rate of pay at the time maternity leave commences, less any other monies received during the period which may

result in a decrease in employment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

24.13 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, overtime, or any other form of supplementary compensation.

24.14 Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance under 24.12 on a pro rata basis.

ARTICLE 25: CHILD CARE LEAVE

25.01 Following the birth of a child and upon request in writing, an employee who is the parent of the child shall be granted child care leave without pay for a period up to sixty-two (62) weeks.

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
- (b) no later than seventy-eight (78) weeks when combined with maternity leave.

25.03 If the employee is the birth mother of the child, she must commence the child care leave immediately upon expiry of maternity leave unless the employee and the Employer agree otherwise, and shall give the Employer a minimum of six (6) weeks' written notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

25.04 If the employee entitled to child care leave is not the birth mother, the employee shall give a minimum of six (6) weeks' written notice to the Employer of a commencement date and duration of the leave.

25.05 If both parents are employees, the child care leave may be taken by one parent or shared by two parents, provided the combined leave period does not exceed sixty-two (62) weeks.

25.06 An employee returning to work from child care leave shall be reinstated to the previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay the employee was receiving immediately prior to departure on child care leave unless the employee accepts appointment to another position upon return to work.

25.07 During the period of child care leave, an employee:

- (a) continues to earn seniority and continuous service credits based on what the employee's regular hours of work would have been;
- (b) continues to accrue entitlements for vacation purposes;
- (c) maintains but only accrues sick leave or vacation leave credits for any calendar month in which the employee receives pay for at least eleven (11) days, excluding statutory holidays and
- (d) shall receive merit increases in accordance with Schedule B.

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 child care leave.

25.09 When an employee on child care leave wishes to return to work earlier than provided for under 25.02, the employee shall give the Employer written notice at least ten (10) working days in advance, and the Employer will make every reasonable effort to accommodate the request.

25.10 An employee who is a parent of the newborn other than the birth mother shall be granted five (5) days' leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of the child.

ARTICLE 26: ADOPTION LEAVE

26.01 Following the adoption of a child and upon request in writing, an employee shall be granted adoption leave without pay for a period up to sixty-two (62) weeks.

26.02 An employee intending to take adoption leave shall:

(a) provide written notice to the Employer of the employee's intention to take leave fifteen (15) weeks before, or in the event of an emergency as soon as possible before, the anticipated day on which the child will be placed with the employee for adoption, and

(b) notify the Employer of the commencement date and duration of the leave on being made aware of the date on which the child will be placed with the employee for adoption or at the time the child is placed with the employee for adoption, whichever occurs first.

26.03 The adoption leave referred to in 26.01 shall commence on the date on which the adoptive child comes into the employee's care and shall end no later than sixty-two (62) weeks after this date.

26.04 If both parents are employees, the adoption leave may be taken by one parent or shared by two parents, provided the combined leave period does not exceed sixty-two (62) weeks.

26.05 An employee returning to work from adoption leave shall be reinstated to the previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay the employee was receiving immediately prior to departure on adoption leave unless the employee accepts appointment to another position upon return to work.

26.06 During the period of adoption leave, an employee:

(a) continues to earn seniority and continuous service credits based on what the employee's regular hours of work would have been;

(b) continues to accrue entitlements for vacation purposes;

(c) maintains but only accrues sick leave or vacation leave credits for any calendar month in which the employee receives pay for at least eleven (11) days, excluding statutory holidays; and

(d) shall receive merit increases in accordance with Schedule B.

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 prior to commencing adoption leave for the employee's share of the premiums for the period the employee is eligible for benefits under 26.09 (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, provided the employee submits postdated cheques prior to commencing adoption leave for both shares of the premiums.

26.08 When an employee on adoption leave wishes to return to work earlier than provided for under 26.03, the employee shall give the Employer written notice at least ten (10) working days in advance, and the Employer will make every reasonable effort to accommodate the request.

26.09 An employee with one (1) year of continuous service who agrees to work for a period of at least six (6) months after the approved leave and who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act* shall receive the following allowances:

(a) during the waiting period under the *Employment Insurance Act*, seventy-five percent (75%) of the employee's regular rate of pay less any other monies earned during this period;

(b) following the required waiting period and for a period not exceeding fifteen (15) continuous weeks, the difference between the employment insurance benefits the employee is eligible to receive and seventy-five percent (75%) of the employee's regular rate of pay at the time adoption leave commences, less any other monies received during the period which may result in a decrease in employment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

26.10 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time adoption leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, overtime, or any other form of supplementary compensation.

26.11 Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as adoption leave allowance under 26.09 on a pro rata basis.

26.12 If both parents are employees, the benefits referred to in 26.09 shall apply to one employee only.

ARTICLE 27: COMPASSIONATE LEAVE

27.01 Compassionate leave with pay shall be granted to an employee for up to three (3) working days in any calendar year to provide care to a person, with whom the employee has a close family relationship, and who has a serious illness with a significant risk of death.

27.02 Employees shall have the right to apply for Compassionate Care Leave, without pay, subject to the provisions of the *Employment Standards Act*, S.N.B. 1982, c. E 7.2, as amended from time to time.

ARTICLE 28: BEREAVEMENT LEAVE

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.

28.03 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 29: COURT LEAVE

29.01 An employee is entitled to leave with pay when he/she is required to attend as a witness in any proceeding where the attendance of witnesses is compelled by law.

29.02 An employee is not entitled to this leave with pay when:

- (a) he/she is on leave of absence without pay or under suspension, or
- (b) the court or similar proceedings have been initiated by himself/herself, or
- (c) he/she is made a party to court or similar proceedings not associated with his/her employment.

29.03 (a) Where paid court leave is granted that is associated with the employee's employment, any fees received by the employee for attendance as a witness, including monies received for kilometrage and expenses, shall be remitted to the Employer and expenses may be claimed in accordance with the Travel Policy.

(b) Where paid court leave is granted that is not associated with an employee's employment, any fees received by the employee for attendance as a witness, except for monies received for kilometrage and expenses, shall be remitted to the Employer.

ARTICLE 30: EMERGENCY LEAVE

30.01 Emergency leave with pay may be granted to an employee for up to five (5) working days in any calendar year:

- (a) where circumstances not directly attributable to the employee prevent him/her from reporting for duty;
- (b) for the employee's medical, dental or any other health related appointments when it is not possible for the employee to arrange such appointments outside the hours of work;

- (c) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness; or
- (d) under such other circumstances as the Employer may approve.

ARTICLE 31: FAMILY RESPONSIBILITY LEAVE

31.01 Family responsibility leave with pay may be granted to an employee for up to three (3) working days in any calendar year to provide for the immediate and temporary care of a dependent member of the employee's family when no one other than the employee can provide same.

ARTICLE 32: PALLBEARER LEAVE

32.01 One-half (½) 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 33: LEAVE FOR INSTITUTE BUSINESS

33.01 The Institute shall inform the Employer annually in writing of the name of the Institute Steward(s) and provide updates as changes occur.

33.02 An Institute Steward shall obtain the permission of the Steward's immediate supervisor before leaving work to investigate with fellow employees' complaints of an urgent nature, to meet with management for the purpose of dealing with disciplinary matters and grievances, and to attend meetings called by management. Such permission shall not be unreasonably withheld.

33.03 Where operational requirements permit, the Employer shall grant up to two (2) days' leave without pay per year to Institute Stewards to undertake training related to the duties of an Institute Steward.

33.04 Where an Institute Steward represents an employee at a meeting with the Employer under Article 12 (Grievance Procedure) and Article 14 (Discipline), the Employer shall, where operational requirements permit, grant leave with pay to the Institute Steward.

33.05 Where operational requirements permit, the Employer shall grant leave with pay to an employee:

- (a) where the Employer originates a meeting with the employee who has filed the grievance;
- (b) where an employee who has filed a grievance seeks to meet with the Employer.

33.06 Where an employee has asked for or is obliged to be represented by the Institute in relation to the presentation of a grievance, and the Institute Steward wishes to discuss the grievance with that employee, the employee and the Institute Steward shall, where operational requirements permit, be given reasonable leave with pay for this purpose.

33.07 Where operational requirements permit, the Employer shall grant leave with pay to a reasonable number of employees who are meeting with management in joint consultation.

33.08 Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

33.09 The Employer shall grant leave without pay to three (3) employees to attend contract negotiations meetings. Employees shall request such leave as soon as the employees become aware of the appropriate dates.

33.10 When leave without pay is granted under this Article, the Employer shall continue to pay employees and the Institute shall reimburse the Employer. Employees shall continue to accumulate seniority and other benefits while on such leave without pay for Institute business.

33.11 Any request for leave under this Article must identify the provision under which the leave is being requested.

ARTICLE 34: ADDITIONAL LEAVE

34.01 Additional leave of absence with pay may be granted to an employee where circumstances warrant.

ARTICLE 35: VOLUNTEER LEAVE

35.01 Volunteer leave with pay may be granted to an employee for up to one (1) working day in any calendar year to work as a volunteer for a nonprofit organization or for community involvement with the non-profit sector.

35.02 An advance notice of at least five (5) working days and a confirmation of involvement from the organization/sector are required.

35.03 The leave shall be scheduled at times convenient to both the employee and the Employer.

ARTICLE 36: LEAVE OF ABSENCE WITHOUT PAY

36.01 Leave of absence without pay may be granted to an employee where circumstances warrant.

36.02 Employees may make arrangements to have prorated pay deductions over twenty-six (26) pay periods to provide income continuity for a maximum of two (2) months.

ARTICLE 37: DOMESTIC VIOLENCE LEAVE, INTIMATE PARTNER VIOLENCE LEAVE OR SEXUAL VIOLENCE LEAVE

37.01 An employee is entitled to leave pursuant to this Article, in accordance with the Employment Standards Act, including but not limited to Section 44.027, and the Regulations thereunder, and any amendments thereto.

ARTICLE 38: HEALTH AND SAFETY

38.01 The Parties agree that the provisions of the *Occupational Health and Safety Act* apply to this Bargaining Unit.

38.02 The Employer will continue to make all reasonable provisions for the occupational health and safety of employees. Any health and safety concerns raised pursuant to the *Act* will be dealt with expeditiously by the Employer and any unresolved occupational health and safety concerns will be dealt with by the Parties under Article 11: Labour Management Committee.

ARTICLE 39: EMPLOYEE BENEFITS PROGRAMS

39.01 **Group Life Insurance** - The group life insurance coverage shall be as determined by the Plan accepted by the Standing Committee on Insured Benefits. Accidental Death and Dismemberment Insurance will be provided on a voluntary basis, at the employee's cost.

39.02 Health and Dental Plans

(a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the existing Province of New Brunswick Health Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

(b) The Employer shall pay fifty percent (50%) of the cost of premiums of the existing Province of New Brunswick Dental Plan or its equivalent for all employees. Employee enrollment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

39.03 **Coverage on Retirement** - Employees shall have the option to transfer their health and dental care coverage on retirement to the applicable group plan for retired employees as administered by the Employer.

39.04 **Workers' Compensation Leave** - An employee receiving compensation benefits under the *Workplace Health, Safety and Compensation Commission Act* for injury on the job shall receive the difference between the net salary* and the benefit that is paid by the Workplace Health, Safety and Compensation Commission (WHSCC) for the disability. For the purpose of this Article, where the WHSCC benefits are reduced by any Canada Pension Plan payments such payment shall be deemed to form part of the WHSCC benefits.

*Net salary - Gross income less tax deductions, E.I., and C.P.P. deductions.

39.05 Long Term Disability

(a) The Employer shall administer for the employees of the Bargaining Unit the Long Term Disability (LTD) Plan for Employees of the Province of New Brunswick in accordance with the terms and conditions of the Plan.

(b) An employee who is deemed disabled and qualifies for benefits under the LTD Plan may be granted appropriate leaves to reconcile absence from work during his/her period of total disability up to twenty-eight (28) months. Such leave shall not be unreasonably withheld. Such leave of absence shall expire if the employee receives a permanent disability pension or accepts alternate employment.

ARTICLE 40: TRANSFER OF BENEFITS

40.01 Upon appointment to the Commission from Part I, II, or III to the Public Service, providing no break in service of more than forty-five (45) calendar days has occurred, an employee is entitled to:

(a) transfer unused sick leave credits up to a maximum of two hundred and forty (240) days credit,

(b) transfer unused vacation credits provided they have not been paid out by the former Employer,

- (c) include the number of years continuous employment in the Public Service for purposes of calculating vacation leave.
- (d) transfer accumulated pension credits to any other pension plan that is applicable upon the employee's becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 41: TECHNOLOGICAL CHANGE

41.01 For the purpose of this Article, technological change is a change in the Employer's operation directly related to the introduction of equipment or material which will result in changes in the employment status or significant change in working conditions of employees.

41.02 The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public. Where technological change is to be implemented the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

41.03 (a) The Employer will give the Institute written notice of technological change at least four (4) months prior to the date the change is to be implemented. During this period the Parties will meet to discuss the steps to be taken to assist employees who could be affected.

(b) The written notice provided for in clause 41.03 (a) will provide the following information:

- (i) the nature and degree of change;
- (ii) the anticipated date or dates on which the Employer plans to effect change;
- (iii) the location or locations involved.

(c) As soon as reasonably practicable after notice is given, the Employer shall consult with the Institute concerning the effects of technological change referred to in clause 41.01 on each group of employees. Such consultation will include but not necessarily be limited to the following:

- (i) the approximate number, class and location of employees likely to be affected by the change;
- (ii) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

41.04 If, as a result of a change in technology, the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee. Time spent on such training shall be considered hours worked.

ARTICLE 42: SENIORITY

42.01 Seniority for the purpose of this Agreement is defined as the length of service from date of hiring as an employee, subject to Article 42.04 (a) and (b).

42.02 A seniority list showing employee names, classification, total days of seniority, commencement date and work location shall be distributed electronically to all employees during February of each year.

Employees may request a review of their placement on the seniority list within thirty (30) days of its posting.

42.03 When an employee has been employed on a casual or temporary basis and is subsequently appointed to a position in the Bargaining Unit, such employee shall have seniority dated back to the date of hiring on a casual or temporary basis, provided the employee has not had a break in service for more than thirty (30) working days.

42.04 (a) An employee shall retain previous seniority but shall not accumulate additional seniority when on a continuous period of absence from work exceeding one half ($\frac{1}{2}$) the number of working days in any one month due to:

- (i) leave of absence without pay;
- (ii) suspension from duty; or
- (iii) layoff not in excess of twelve (12) months.

(b) An employee shall lose seniority rights and ceases to be an employee in the event the employee:

- (i) tenders written resignation or retires;
- (ii) is discharged and not reinstated;
- (iii) has been laid off for a period in excess of twelve (12) continuous months;
- (iv) is absent from work for five (5) consecutive working days without notifying the employee's immediate supervisor giving a satisfactory reason for such absence;
- (v) when called back from layoff, fails to report to work within fourteen (14) calendar days of notice, except in the case of an employee called back for work of a casual or short term duration at a time when the employee is employed elsewhere. In such a case, refusal of employment shall not result in loss of seniority rights.

42.05 Where an employee is in an acting position outside the Bargaining Unit for a period of time not to exceed twelve (12) months and later returns to the Bargaining Unit, the employee shall have seniority calculated as if the employee had not left the Bargaining Unit.

ARTICLE 43: PERSONAL LIABILITY PROTECTION

43.01 The Parties agree that the provisions of the *Legal Aid Act* regarding immunity and indemnity apply to the Bargaining Unit.

43.02 (a) Whenever the Employer defends an employee pursuant to 43.01, the Employer shall have the general conduct of the action.

(b) In such cases, counsel shall be appointed by the Executive Director. Where the employee has a concern with respect to the appointment of such counsel, the employee shall bring the concern to the attention of the Executive Director's consideration. Appointed counsel shall represent the interests of both the employee and the Employer.

43.03 Except where an employee is charged with a criminal or any other offence or alleged to have breached the Law Society of New Brunswick Code of Professional Conduct (the "Code"), the employee's rights as expressed in this article are conditional upon:

(a) the co-operation of the employee with the Employer in all matters, except in a pecuniary way, relating to the defense of the claim, including, when requested by the Employer, attending

all meetings, hearings and trials, assisting in effecting any settlement, securing and giving evidence, and obtaining the attendance of witnesses;

(b) the employee not assuming any obligation, admitting any liability or taking any steps to compromise the defense of the claim without the prior written approval of the Employer;

(c) the claim not being covered by any policy of insurance effected directly or indirectly for the benefit of the employee, but a homeowner's policy of insurance, providing personal liability coverage for the employee is not considered to be a policy of insurance for the purposes of this paragraph;

(d) the employee agreeing that any costs recovered in the defense of the action is the property of the Employer; the employee further agreeing to release such costs in favour of the Employer and executing any documentation required to ensure that the costs awarded are paid to the Employer.

43.04 In the event the Employer has agreed, in accordance with the *Legal Aid Act* regarding indemnity, to make a payment on behalf of an employee pursuant to this Article, the Employer will not seek indemnification from the employee.

43.05 The Employer recognizes the ethical obligations of employees as members of the Law Society of New Brunswick and that they are subject to its Code of Professional Conduct. Where an employee believes a conflict exists between duties assigned and the Code, the employee shall bring the concern to the attention of the employee's immediate supervisor for appropriate action, including consultation with the Executive Director.

ARTICLE 44: BAR DUES AND PROFESSIONAL DEVELOPMENT

44.01 **Bar dues:** The New Brunswick Legal Aid Services Commission will continue the practice of paying for each employee's mandatory annual Law Society of New Brunswick and Canadian Bar Association fees.

44.02 **Continued Professional Development:** The Employer will undertake to provide annual professional development conferences that enable the employees to meet their obligation toward the New Brunswick Law Society's requirement on minimal mandatory continued professional development. Should the employee be unable to attend the conference for reasons beyond their control and require professional development hours to meet their obligations, the Employer may agree to alternate arrangements to allow the employee to fulfill their Law Society requirements.

ARTICLE 45: DURATION AND TERMINATION

45.01 This Agreement shall be for a term commencing November 14th, 2019 and ending November 13th, 2024. All Collective Agreement provisions shall come into effect on the date of signing of this Agreement, unless otherwise specifically stated.

45.02 This Agreement shall remain in full force and effect until such time as an Agreement has been signed in respect of a renewal, amendment, or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

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 position.

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.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THIS 29th DAY OF JULY, 2022:

FOR THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

Misty Matthews-Emery

Jean-Paul Leduc

Annie Maltais

Jennifer Carr

Maryse Allard

FOR THE EMPLOYER

David Ames

Robin Corey

Pierre Castonguay

SCHEDULE A

**Wage Schedules/Pay Plans /
Taux de traitement/Régimes de rémunération**

EFFECTIVE November 14, 2019 (2.0%) / EN VIGUEUR À PARTIR DU 14 novembre 2019 (2.0%)

Lawyers / Avocats(es)

Level 1 / Niveau 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	1840	1863	1888	1908	1928	1953	1974	1998	2021	2048	2076	2099	2126	2147	2174
annually / annuel	47840	48438	49088	49608	50128	50778	51324	51948	52546	53248	53976	54574	55276	55822	56524

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
2199	2222	2253	2282	2312	2337	2365	2391	2420	2449	2480	2509	2542	2569	2600
57174	57772	58578	59332	60112	60762	61490	62166	62920	63674	64480	65234	66092	66794	67600

(31)	(32)	(33)	(34)											
2630	2662	2695	2730											
68380	69212	70070	70980											

Level 2 / Niveau 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	2857	2887	2916	2945	2976	3006	3033	3063	3094	3126	3159	3190	3223	3254	3284
annually / annuel	74282	75062	75816	76570	77376	78156	78858	79638	80444	81276	82134	82940	83798	84604	85384

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
3318	3353	3385	3420	3455	3487	3521	3558	3596	3631	3666	3704	3740	3775	3816
86268	87178	88010	88920	89830	90662	91546	92508	93496	94406	95316	96304	97240	98150	99216

(31)														
3855														
100230														

Level 3/ Niveau 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	3893	3943	3990	4043	4090	4135	4187	4236	4289	4339	4390	4443	4496	4550	4604
annually / annuel	101218	102518	103740	105118	106340	107510	108862	110136	111514	112814	114140	115518	116896	118300	119704

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)						
4660	4715	4773	4831	4889	4946	5006	5065	5128						
121160	122590	124098	125606	127114	128596	130156	131690	133328						

**Wage Schedules/Pay Plans /
Taux de traitement/Régimes de rémunération**

EFFECTIVE November 14, 2020 (2.0%) / EN VIGUEUR À PARTIR DU 14 novembre 2020 (2.0%)

Lawyers / Avocats(es)

Level 1 / Niveau 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	1877	1900	1926	1946	1967	1992	2013	2038	2061	2089	2118	2141	2169	2190	2217
annually / annuel	48802	49400	50076	50596	51142	51792	52338	52988	53586	54314	55068	55666	56394	56940	57642

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
2243	2266	2298	2328	2358	2384	2412	2439	2468	2498	2530	2559	2593	2620	2652
58318	58916	59748	60528	61308	61984	62712	63414	64168	64948	65780	66534	67418	68120	68952

(31)	(32)	(33)	(34)											
2683	2715	2749	2785											
69758	70590	71474	72410											

Level 2 / Niveau 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	2914	2945	2974	3004	3036	3066	3094	3124	3156	3189	3222	3254	3287	3319	3350
annually / annuel	75764	76570	77324	78104	78936	79716	80444	81224	82056	82914	83772	84604	85462	86294	87100

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
3384	3420	3453	3488	3524	3557	3591	3629	3668	3704	3739	3778	3815	3851	3892
87984	88920	89778	90688	91624	92482	93366	94354	95368	96304	97214	98228	99190	100126	101192

(31)														
3932														
102232														

Level 3/ Niveau 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	3971	4022	4070	4124	4172	4218	4271	4321	4375	4426	4478	4532	4586	4641	4696
annually / annuel	103246	104572	105820	107224	108472	109668	111046	112346	113750	115076	116428	117832	119236	120666	122096

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)						
4753	4809	4868	4928	4987	5045	5106	5166	5231						
123578	125034	126568	128128	129662	131170	132756	134316	136006						

**Wage Schedules/Pay Plans /
Taux de traitement/Régimes de rémunération**

EFFECTIVE November 14, 2021 (2.0%) / EN VIGUEUR À PARTIR DU 14 novembre 2021 (2.0%)

Lawyers / Avocats(es)

Level 1 / Niveau 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	1915	1938	1965	1985	2006	2032	2053	2079	2102	2131	2160	2184	2212	2234	2261
annually / annuel	49790	50388	51090	51610	52156	52832	53378	54054	54652	55406	56160	56784	57512	58084	58786

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
2288	2311	2344	2375	2405	2432	2460	2488	2517	2548	2581	2610	2645	2672	2705
59488	60086	60944	61750	62530	63232	63960	64688	65442	66248	67106	67860	68770	69472	70330

(31)	(32)	(33)	(34)											
2737	2769	2804	2841											
71162	71994	72904	73866											

Level 2 / Niveau 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	2972	3004	3033	3064	3097	3127	3156	3186	3219	3253	3286	3319	3353	3385	3417
annually / annuel	77272	78104	78858	79664	80522	81302	82056	82836	83694	84578	85436	86294	87178	88010	88842

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	(25)	(26)	(27)	(28)	(29)	(30)
3452	3488	3522	3558	3594	3628	3663	3702	3741	3778	3814	3854	3891	3928	3970
89752	90688	91572	92508	93444	94328	95238	96252	97266	98228	99164	100204	101166	102128	103220

(31)														
4011														
104286														

Level 3/ Niveau 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)	(15)
biweekly / bimensuel	4050	4102	4151	4206	4255	4302	4356	4407	4463	4515	4568	4623	4678	4734	4790
annually / annuel	105300	106652	107926	109356	110630	111852	113256	114582	116038	117390	118768	120198	121628	123084	124540

(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)						
4848	4905	4965	5027	5087	5146	5208	5269	5336						
126048	127530	129090	130702	132262	133796	135408	136994	138736						

Wage Schedules/Pay Plans / Taux de traitement/Régimes de rémunération

LAWYER SERIES / SÉRIES AVOCAT

EFFECTIVE : DATE OF SIGNING / EN VIGUEUR À PARTIR DU : DATE DE SIGNATURE

Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	2185	2215	2243	2273	2302	2333	2364	2396	2429	2459	2493	2527
annually / annuel	56810	57590	58318	59098	59852	60658	61464	62296	63154	63934	64818	65702

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
2558	2595	2630	2662	2698	2735	2767	2807	2847	2882	2920	2959
66508	67470	68380	69212	70148	71110	71942	72982	74022	74932	75920	76934

(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)
2997	3037	3078	3119	3160	3202	3245	3290	3333	3376	3420	3466
77922	78962	80028	81094	82160	83252	84370	85540	86658	87776	88920	90116

(37)	(38)	(39)	(40)	(41)	(42)	(43)	(44)	(45)	(46)	(47)	(48)
3514	3559	3607	3654	3703	3753	3802	3852	3902	3957	4008	4060
91364	92534	93782	95004	96278	97578	98852	100152	101452	102882	104208	105560

(49)
4114
106964

Senior Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	4155	4209	4259	4314	4364	4413	4469	4521	4578	4630	4685	4742
annually / annuel	108030	109434	110734	112164	113464	114738	116194	117546	119028	120380	121810	123292

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22) CPM	(23)	(24)
4797	4855	4913	4974	5032	5093	5153	5216	5281	5444	5508	5573
124722	126230	127738	129324	130832	132418	133978	135616	137306	141544	143208	144898

(25)	(26)
5640	5709
146640	148434

*The Senior Lawyer pay steps 23, 24, 25 and 26 are reserved for Senior Lawyers (at pay step 19 to 22) in an acting assignment pursuant to article 19.06.

*Les échelons 23, 24, 25 et 26 de l'avocat principal sont réservés aux avocats principaux (aux échelons 19 à 22) en affectation de suppléance en vertu du paragraphe 19.06.

Wage Schedules/Pay Plans / Taux de traitement/Régimes de rémunération

LAWYER SERIES / SÉRIES AVOCAT

EFFECTIVE: November 14, 2022 (2.0%) / EN VIGUEUR À PARTIR DU : 14 novembre 2022 (2.0%)

Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	2229	2259	2288	2318	2348	2380	2411	2444	2478	2508	2543	2578
annually / annuel	57954	58734	59488	60268	61048	61880	62686	63544	64428	65208	66118	67028

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
2609	2647	2683	2715	2752	2790	2822	2863	2904	2940	2978	3018
67834	68822	69758	70590	71552	72540	73372	74438	75504	76440	77428	78468

(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)
3057	3098	3140	3181	3223	3266	3310	3356	3400	3444	3488	3535
79482	80548	81640	82706	83798	84916	86060	87256	88400	89544	90688	91910

(37)	(38)	(39)	(40)	(41)	(42)	(43)	(44)	(45)	(46)	(47)	(48)
3584	3630	3679	3727	3777	3828	3878	3929	3980	4036	4088	4141
93184	94380	95654	96902	98202	99528	100828	102154	103480	104936	106288	107666

(49)
4196
109096

Senior Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	4238	4293	4344	4400	4451	4501	4558	4611	4670	4723	4779	4837
annually / annuel	110188	111618	112944	114400	115726	117026	118508	119886	121420	122798	124254	125762

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22) CPM	(23)	(24)
4893	4952	5011	5073	5133	5195	5256	5320	5387	5553	5618	5684
127218	128752	130286	131898	133458	135070	136656	138320	140062	144378	146068	147784

(25)	(26)
5753	5823
149578	151398

*The Senior Lawyer pay steps 23, 24, 25 and 26 are reserved for Senior Lawyers (at pay step 19 to 22) in an acting assignment pursuant to article 19.06.

*Les échelons 23, 24, 25 et 26 de l'avocat principal sont réservés aux avocats principaux (aux échelons 19 à 22) en affectation de suppléance en vertu du paragraphe 19.06.

Wage Schedules/Pay Plans / Taux de traitement/Régimes de rémunération

LAWYER SERIES/SÉRIES AVOCAT

EFFECTIVE: November 14, 2023 (2.0%) / EN VIGUEUR À PARTIR DU : 14 novembre 2023 (2.0%)

Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	2274	2304	2334	2364	2395	2428	2459	2493	2528	2558	2594	2630
annually / annuel	59124	59904	60684	61464	62270	63128	63934	64818	65728	66508	67444	68380

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
2661	2700	2737	2769	2807	2846	2878	2920	2962	2999	3038	3078
69186	70200	71162	71994	72982	73996	74828	75920	77012	77974	78988	80028

(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)	(35)	(36)
3118	3160	3203	3245	3287	3331	3376	3423	3468	3513	3558	3606
81068	82160	83278	84370	85462	86606	87776	88998	90168	91338	92508	93756

(37)	(38)	(39)	(40)	(41)	(42)	(43)	(44)	(45)	(46)	(47)	(48)
3656	3703	3753	3802	3853	3905	3956	4008	4060	4117	4170	4224
95056	96278	97578	98852	100178	101530	102856	104208	105560	107042	108420	109824

(49)
4280
111280

Senior Lawyer	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
biweekly / bimensuel	4323	4379	4431	4488	4540	4591	4649	4703	4763	4817	4875	4934
annually / annuel	112398	113854	115206	116688	118040	119366	120874	122278	123838	125242	126750	128284

(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22) CPM	(23)	(24)
4991	5051	5111	5174	5236	5299	5361	5426	5495	5664	5730	5798
129766	131326	132886	134524	136136	137774	139386	141076	142870	147264	148980	150748

(25)	(26)
5868	5939
152568	154414

*The Senior Lawyer pay steps 23, 24, 25 and 26 are reserved for Senior Lawyers (at pay step 19 to 22) in an acting assignment pursuant to article 19.06.

*Les échelons 23, 24, 25 et 26 de l'avocat principal sont réservés aux avocats principaux (aux échelons 19 à 22) en affectation de suppléance en vertu du paragraphe 19.06.

SCHEDULE B

Eligibility for Merit Increases

Lawyer 1 and 2 (or Lawyer effective date of signing)

Accelerated progression - reviewed bi-annually

At the end of the probationary period	May receive up to three (3) pay steps
Employee's first anniversary date	May receive up to three (3) pay steps; at the discretion of the Executive Director or designate, an additional increase of up to two (2) pay steps may be granted
Common anniversary date – April 1*	May receive up to three (3) pay steps; at the discretion of the Executive Director or designate, an additional increase of up to two (2) pay steps may be granted
Bi-annual review - October 1*	May receive up to three (3) pay steps

*The number of pay steps granted may be pro-rated depending on the date of the last review.

Lawyer 3 (or Senior Lawyer effective date of signing)

Normal progression - reviewed annually

Employee's first anniversary date	May receive up to two (2) pay steps; at the discretion of the Executive Director or designate, an additional increase of up to three (3) pay steps may be granted
Common anniversary date – April 1*	May receive up to two (2) pay steps; at the discretion of the Executive Director or designate, an additional increase of up to three (3) pay steps may be granted

*The number of pay steps granted may be pro-rated depending on the date of the last review.

MEMORANDUM OF AGREEMENT

Between

**New Brunswick Legal Aid Services Commission
(the “Employer”)**

-and-

**Professional Institute of Public Service of Canada
(the “Institute”)**

Whereas *An Act to Amend the Public Service Labour Relations Act*, S.N.B. 2010, c. 20 (the “Act”), which received Royal Assent on April 16, 2010, was proclaimed on June 17, 2010; and

Whereas the Parties may, pursuant to subsection 10(1) of the *Act*, enter into an agreement with respect to the terms and conditions of employment of persons referred to in subsection 5(1) or (2) of the *Act*;

The Parties enter into this Memorandum of Agreement and set forth the following terms and conditions of employment for previously excluded persons, which are binding on the Employer, the Institute, and the employees in the Bargaining Unit for which the Institute has been certified. The provisions of this Memorandum of Agreement shall constitute the entire terms and conditions of employment for previously excluded persons.

(1) Definitions

“Collective Agreement” means the Collective Agreement presently in effect between the Parties with respect to the Bargaining Unit covered by Certification Order Number PS-020-13.

“Previously excluded person” means a person who is doing the work of classifications represented by the Institute, pursuant to Certification Order Number PS-020-13, who is employed on a casual or temporary basis:

- (a) to respond to a temporary increase in workload or to replace an absent employee; and
- (b) is ordinarily required to work more than one-third (1/3) of the normal period for employees appointed to any of the classifications assigned to the Bargaining Unit.

who, immediately prior to June 17, 2010, was excluded from the definition of “employee” under Section 1 of the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, because of being employed on a casual or temporary basis but not for a continuous period of six months or more.

(2) Status of Employment

The Parties agree that a previously excluded person is employed on a non-permanent, temporary or sporadic basis, and does not occupy a regular or permanent position in the Public Service. As such, the Employer may terminate the employment of a previously excluded person without cause at any time.

(3) Rate of Pay

(a) The rate of pay for a previously excluded person shall be eighty percent (80%) of the minimum rate payable under the Collective Agreement for the applicable classification.

(b) The rate of pay may be higher than eighty percent (80%) of the minimum rate if, in the opinion of the Employer, such higher rate is deemed necessary.

(4) Vacation

In addition to the rate of pay, the Employer shall pay previously excluded persons an amount equal to four percent (4%) of their wages in lieu of vacation in accordance with sections 25(1)(b)(i) and 26(1)(a) of the *Employment Standards Act*.

(5) Public Holidays

In addition to the rate of pay, the Employer shall pay previously excluded persons an amount equal to three percent (3%) of their wages in lieu of public holiday benefits in accordance with sections 18(1) and 22(2) of the *Employment Standards Act*.

(6) Seniority

Seniority for previously excluded persons in the service as a casual or temporary employee performing work of the Bargaining Unit. Service will only include days actually worked.

Previously excluded persons with active casual or temporary employment on or after the proclamation date of the *Act* will have all service since June 17, 2010, counted for the purpose of casual seniority.

When a previously excluded person is subsequently appointed to a position in the Bargaining Unit, such person shall have their seniority dated back to the date of hiring on a casual or temporary basis, provided the person has not had a break in service for more than thirty (30) working days, in accordance with article 41.03 of the Collective Agreement.

(7) Grievance

(a) Previously excluded persons shall have the right, where they have the written consent of the Institute or its delegates, to present a grievance with respect to the interpretation, application or administration of any term or condition accorded him or her under this Memorandum of Agreement.

(b) In all cases of grievances arising out of article 7(a), the procedure provided in Article 12 (Grievance Procedure) of the Collective Agreement shall be followed.

(8) Institute Security

The Employer shall deduct union dues from previously excluded persons in accordance with article 7 (Institute Security) of the Collective Agreement within thirty (30) days from date of signing of this Memorandum of Agreement, or within such reasonable period of time as can be accommodated within the payroll system.

(9) Layoff

In the event of layoff due to lack of work or discontinuance of a function, the Employer will release persons employed on a casual or temporary basis prior to applying Article 17 of the Collective Agreement.

(10) Duration and Termination

This Memorandum is effective during the term of the Collective Agreement pursuant to Article 45 of the Collective Agreement.

Dated this 29th day of July, 2022.

FOR THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

_____	_____
Misty Matthews-Emery	Jean-Paul Leduc
_____	_____
Annie Maltais	Jennifer Carr

Maryse Allard	

FOR THE EMPLOYER

_____	_____
David Ames	Robin Corey
_____	_____
Pierre Castonguay	

MEMORANDUM OF AGREEMENT

Between

**New Brunswick Legal Aid Services Commission
(the “Employer”)**

-and-

**Professional Institute of Public Service of Canada
(the “Institute”)**

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.

Whereas the Collective Agreement as a whole does not otherwise apply to persons employed on a casual basis for a continuous period of six (6) months who continue to be so employed; and

Whereas the terms and conditions of employment for persons employed on a casual basis for a continuous period of less than six (6) months are set out in a Memorandum of Agreement signed between the Parties and attached to this Collective Agreement; and

Whereas the Parties wish to confirm the 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.

The Parties therefore agree to the following:

1. Definition

For the purposes of this Letter of Agreement, a “casual employee” is defined as a person employed on a casual basis for a continuous period of six (6) months who continues to be so employed thereafter.

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
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

3. Competitions and Appointments

A person who holds a position as a casual employee may apply for any closed competition after having held the position for a minimum of six (6) consecutive months.

4. Layoff

In the event of layoff due to lack of work or discontinuance of a function, the Employer will release persons employed on a casual basis prior to applying Article 17 of the Collective Agreement.

5. Wages

a) Rates of pay shall be in accordance with Schedule A of the Collective Agreement.

b) Casual employees, employed as a Lawyer 1 or 2 (or Lawyer effective date of signing), subject to satisfactory performance, may receive up to three (3) pay steps.

6. Other Leave with Pay

In lieu of Articles 28 to 34 and 36, leave with pay of up to five (5) working days total may be granted for the reasons described in those articles.

Dated this 29th day of July, 2022.

FOR THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

Misty Matthews-Emery

Jean-Paul Leduc

Annie Maltais

Jennifer Carr

Maryse Allard

FOR THE EMPLOYER

David Ames

Robin Corey

Pierre Castonguay

MEMORANDUM OF AGREEMENT

Between

**New Brunswick Legal Aid Services Commission
(the “Employer”)**

-and-

**Professional Institute of Public Service of Canada
(the “Institute”)**

Re: Workload Review Committee

Whereas the Parties recognize the importance of constructive discussions regarding matters of workload; and

Whereas it is understood that fluctuations in workload levels may be due to surge periods, staffing levels, increased demand, among other factors; and

Whereas the Parties recognize the right of Management to assign work and manage workload; and

Whereas there is a common goal of promoting a non-adversarial dialogue and exchange of information when concerns or questions on workload emerge;

Whereas the Parties recognize the urgency of addressing workload concerns in a timely manner;

The Parties therefore agree to the following process:

Establishing a Workload Review Committee: The Committee shall be made up of four members: two (2) Employer representatives, appointed by the Employer; and two (2) Union representatives, appointed by the Union.

1. First Step

The employee will inform their immediate supervisor of their workload concerns, who shall then attempt to find possible solutions through discussing these concerns.

If a satisfactory solution is not reached the employee or their representative will refer the matter to the next step.

2. Second Step

It is expected that the employee or the employee with their representative would undertake informal discussion with the applicable Director. The emphasis is on the sharing of information and discussion of possible solutions.

If a satisfactory solution is not reached the matter will be referred by either party to the Workload Review Committee.

3. Third Step

The matter is reviewed by the members of the Workload Review Committee during a meeting at a date to be determined by the Parties.

The matter as well as supportive data and information is reviewed by the members of the Workload Review Committee to generate mutually acceptable solutions.

A record of the discussion and final disposition of the matter will be prepared. This will be used to inform the respective employee and manager about the outcome of the meeting(s) and any recommendations made. The Workload Review Committee shall make all reasonable effort to make joint recommendations.

Dated this 29th day of July, 2022.

FOR THE PROFESSIONAL INSTITUTE OF PUBLIC SERVICE OF CANADA

Misty Matthews-Emery

Jean-Paul Leduc

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