

THE COLLECTIVE AGREEMENT

BETWEEN

**THE STUDENTS' UNION OF ST. THOMAS UNIVERSITY INC.
("THE EMPLOYER" or "STUSU")**

AND

**THE PUBLIC SERVICE ALLIANCE OF CANADA
("THE UNION" or "PSAC")**



Representing :

**PSAC-DIRECTLY CHARTERED LOCAL
"Workers' Union of St. Thomas University Students' Union"
(WUSTUSU)
Or "the Union Local"**

(Subject to any errors and, or, omissions)

ARTICLE 1

PURPOSE

- 1.01 The purpose of this Agreement is to maintain harmonious and mutually beneficial relationships between the Employer, the PSAC and the employees and to set forth herein certain terms and conditions of employment upon which agreement has been reached through collective bargaining.
- 1.02 The provisions of this Agreement apply to the PSAC, employees and the Employer and each commits, at all times, to act in good faith.

ARTICLE 2

RECOGNITION

- 2.01 The Student Union of St. Thomas University ("The Employer" or "STUSU") recognizes the Public Service Alliance of Canada ("The Union" or "PSAC") as the sole and exclusive bargaining agent for "all employees of the Employer except the General Manager working in the city of Fredericton and those excluded by the Industrial Relations Act" as stated in the most current certificate (attached at Appendix "C") issued by the New Brunswick Labour and Employment Board.
- 2.02 For greater clarity, "employee" shall mean a member of the bargaining unit described in clause 2.01 .

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01 The rights set forth in this Article, this Collective Agreement as a whole and those otherwise retained by the Employer shall be exercised reasonably, fairly, in good faith, without discrimination and in conformity with the provisions of this Collective Agreement .
- 3.02 Except to the extent provided herein, this Collective Agreement in no way restricts the authority of the Employer.

ARTICLE 4
UNION SECURITY

- 4.01 a) Subject to the provisions of this Article, the Employer will, as a condition of employment, deduct an amount equal to the monthly membership dues from the pay of all employees in the bargaining unit. Where an employee does not have sufficient earnings in respect of any monthly period to permit deductions made under this Article, the Employer shall not be obligated to make such deduction from subsequent salary. All employees, as a condition of employment, must become and remain members in good standing of the Union. For new employees, membership shall commence on the initial date of employment.
- b) The Employer agrees to make deductions for PSAC initiation fees, insurance premiums and assessments on the production of appropriate documentation.
- c) The Employer agrees to record on the employee's T-4 statement the amount of membership dues deducted from the employee's salary and paid to the Union.
- 4.02 For the purpose of applying this Article, deductions from pay for each employee in respect of each calendar month will start with the first full calendar month to the extent that earnings are available.
- 4.03 The PSAC shall inform the Employer in writing of the authorized monthly deduction to be checked off for each employee.
- 4.04 The amounts deducted in accordance with clause 4.01 shall be remitted to the Director, Finance Branch of the PSAC by cheque no later than the 25th of the month following that in which the deductions were made and shall be accompanied by particulars identifying each employee and the deductions made on the employee's behalf.
- 4.05 No employee organization, other than the PSAC, shall be permitted to have membership dues and/or other monies deducted by the Employer from the pay of employees in the bargaining unit.
- 4.06 The PSAC agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 5
JOB SECURITY

5.01 No employee shall be laid-off during the life of this Collective Agreement.

5.02 No person other than employees in the bargaining unit will perform bargaining unit work.

5.03 No employee shall be required or permitted to enter into a written or verbal agreement with the employer which may conflict with the terms of this collective agreement. The union shall be advised by the Employer of all written or verbal agreements with employees.

5.04 In the event that the St. Thomas University Students' Union is merged with the greater University community or an outside agency, the representation rights of the Public Service Alliance of Canada shall be retained. The provisions of this Collective Agreement shall be binding upon any merged, amalgamated or consolidated Employer or any successor.

ARTICLE 6
STRIKES AND LOCKOUTS

6.01 There shall be no strikes or lock-outs during the life of this Collective Agreement.

6.02 Where an employee expresses a concern for their safety in attempting to cross a picket-line on either the Employer's or the University's premises, the Employer will ensure a safe access to the workplace.

6.03 If employees are prevented from performing their duties because of a strike or lock-out on the premises of another employer, the employees shall report the matter to the Employer, and the Employer will make every reasonable effort to ensure that such employees are employed elsewhere, so that they shall receive their regular pay and benefits to which they would normally be entitled.

6.04 The Employer shall not assign any employee work normally performed by employees of another bargaining unit who are on strike or locked out.

6.05 If an employee refuses to cross any picket line, the employee shall not be paid for time not worked and the employee shall not be subject to discipline.

ARTICLE 7

UNION MANAGEMENT CONSULTATION

- 7.01 The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.
- 7.02 Upon request of either party and at a minimum of once per month, the parties to this Collective Agreement shall consult meaningfully and constructively at the appropriate level about contemplated changes in conditions of employment or working conditions not covered by this collective agreement.
- 7.03 Grievances shall not be dealt with at joint consultation under this Article.
- 7.04 The Union Management Consultation Committee ("UMC Committee") will have no authority to amend or alter this Collective Agreement.
- 7.05 The parties agree that guidelines for joint consultation will be developed by the UMC Committee within **one (1) month** of ratification of this Collective Agreement, unless otherwise agreed, and such guidelines shall be subject to amendment by mutual consent only. The PSAC Regional Representative assigned to this Local will assist the Employer and the **Union** Local representatives in developing an effective consultative process.

ARTICLE 8

INFORMATION

- 8.01 The Employer shall provide the Local with the names, phone numbers, email addresses, classification and specific work location of all employees ,including newly appointed employees upon hiring.
- 8.02 The PSAC agrees to supply each employee with a copy of this Collective Agreement. The parties agree to share the cost of printing this Collective Agreement.

- 8.03 The Employer agrees to provide the President of the Union Local of the PSAC with a copy of the Employer's current organization chart and as amended from time to time.
- 8.04 The Employer will provide the President of the Union Local of the PSAC with a copy of, or access to, the following, as existing at the signing of this collective agreement and as amended from time to time:
- a) policies bearing on employee's employment;
 - b) a copy ,including the full text ,of all benefit and pension plans;
 - c) courtesy copies of those Employer documents which are public record and notice of Employer appointments;
 - d) current job descriptions of all persons in the bargaining unit;
 - e) health and safety reports generated outside of the Joint Workplace Health and Safety Committee;
 - f) names and titles of all excluded staff;
 - g) a current copy of the Employer's Organization Chart;
 - h) copies of documents normally released to employees, such as, but not limited to, documents which relate to changes in conditions of employment or working conditions not governed by this Collective Agreement; and

ARTICLE 9

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USE OF EMPLOYER'S FACILITIES

- 9.01 Reasonable space on bulletin boards in convenient locations will be made available to the Union Local for the posting of official PSAC notices. The PSAC shall endeavor to avoid posting notices which the University, acting reasonably, could consider adverse to its interests.
- 9.02 The Employer agrees to permit PSAC representatives reasonable use of the Employer's Electronic Communication Systems for Union business.
- 9.03 The Employer will make available specific locations on its premises for the placement of reasonable quantities of literature of the PSAC.

- 9.04 A duly accredited representative of the PSAC shall be permitted access to the Employer's premises to assist in the resolution of a complaint or grievance and to attend meetings called by management or the Union Local.
- 9.05 Where practical, the Employer will provide a meeting room to the Local so that it may carry out union business.
- 9.06 The Employer agrees to provide the Local Union Executive, at no cost, with the use of a photocopier, for the reasonable requirements of the Local at times convenient to the operational requirements of the Employer, a secure filing cabinet for its sole and exclusive use and an office equipped with a telephone.

ARTICLE 10

EMPLOYEE REPRESENTATIVES

- 10.01 The Employer acknowledges the right of the PSAC to appoint or otherwise select employees, **or other persons**, as representatives.
- 10.02 The PSAC shall determine the jurisdiction of each representative.
- 10.03 The PSAC shall notify the Employer in writing of the name and jurisdiction of its representatives.
- 10.04 A representative shall obtain the permission of their immediate supervisor before leaving work to investigate employee complaints or process a grievance or undertake any other union business during working hours. Such permission will not be unreasonably withheld. Where practicable, the representative shall report back to their supervisor before resuming their normal duties.
- 10.05 The Employer shall ensure that new employees are introduced to a Local representative of the Union Local on their first day of work.
- 10.06 The Employer agrees to provide the President of the Union Local, or designate, and the new employee(s), at the time of their orientation, leave with pay of one (1) hour to acquaint the newly hired employee(s) with the facts that a collective agreement and a collective bargaining relationship exists between the PSAC and the Employer.

ARTICLE 11

GRIEVANCE AND ARBITRATION PROCEDURE

- 11.01 The Employer and the PSAC agree that discussions should occur between employees, the PSAC representatives and Employer representatives, when

problems or differences arise, in an attempt to resolve problems or differences. This grievance procedure is not intended to preclude any discussion between employees, PSAC representatives and Employer representatives. Where discussions relating to problems or differences occur, the time limits in the Complaint Step will be extended by the appropriate number of days.

- 11.02 If any difference concerning the interpretation, application, operation or any alleged violation of the Agreement arises between the Employer and the PSAC, or between the employee(s) and the Employer, it shall be processed according to the following grievance procedure. Nothing in this provision deprives employee(s) of any rights or remedies to which they are entitled in any legislation. Grievances involving the interpretation, application, operation or any alleged violation of the Agreement must have the approval and support of the bargaining agent.
- 11.03 The time limits set out in the grievance procedure are mandatory and not directory. In calculating time limits, Saturdays, Sundays, and holidays shall be excluded. If the time limits set out in Complaint Step, Step 2 or Step 3 of the grievance procedure are not complied with, then the grievance will be considered as being abandoned, unless the parties have mutually agreed, in writing, to extend the time limits.
- 11.04 If the Employer fails to meet a time limit, the grievance will be deemed to be allowed and the corrective action(s) sought shall be awarded to the grievor(s) and the PSAC.
- 11.05 No grievance shall be defeated or denied by any technical objection occasioned by a clerical, typographical, or similar technical error or by omission of a step in the grievance procedure
- 11.06 Responses to grievances at all levels shall be forwarded to the Shop Steward, or Local Officer, filing the grievance, the grievor(s) and the Secretary of the Union Local.
- 11.07 Employee(s) shall have the right to be represented at any step of the grievance procedure. The employee(s) and the Union Local representative, **if an employee**, shall be given leave with pay to prepare for and attend such meetings. The PSAC shall be given full opportunity to present evidence and make representations throughout the grievance procedure.
- 11.08 The Employer shall post the names **and, or**, titles of the appropriate designated Employer representatives.

11.09 **STEPS OF THE GRIEVANCE AND ARBITRATION PROCEDURE**

Complaint:

Within twenty five (25) days of the employee(s) becoming aware of the matter giving rise to the complaint, the employee(s) and or the PSAC may submit an oral or written complaint to the Employer representative.

Within ten (10) days of the receipt of the complaint, the Employer, employee and union representative shall meet in an attempt to resolve the complaint. The Employer shall provide an oral or written response within five (5) days of such a meeting to the employee(s) and the PSAC representative.

STEP 2:

If a satisfactory settlement has not been obtained under the complaint, employee(s) and or the PSAC representative may within ten (10) working days of the receipt of the Employer's decision under the Complaint Step render a grievance in writing, including the redress requested, to the STUSU Vice-President- Admin. The STUSU Vice-President -Admin shall call a meeting and render a decision within ten (10) working days of the receipt of the grievance.

Within twenty-five (25) days of becoming aware of a matter giving rise to a grievance, the PSAC may submit a policy grievance in writing, including the redress requested, to the STUSU Vice-President -Admin at Step 2.

The STUSU Vice-President -Admin shall convene a meeting with the union representative and, where applicable, the employee, and then render a decision within ten (10) days of the receipt of the grievance.

STEP 3:

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

The parties agree that a single arbitrator shall be used . The Employer and the PSAC shall make every effort to agree on the selection of the Arbitrator within twenty-five (25) days after the party requesting arbitration has delivered written notice of submission of the dispute to arbitration.

In the event that the parties fail to agree on the choice of arbitrator, they shall forthwith request the Provincial Minister of Labour to appoint an arbitrator.

The arbitrator shall have all the powers vested in it by the NB Industrial Relations Act , and, in the case of discharge or discipline, the power to substitute for the discharge or discipline such other penalties that the arbitrator deems just, reasonable and sufficient in the circumstances, including compensation for lost income , benefits and any other damages . The arbitrator shall render a decision within a reasonable period, as agreed to by the parties.

The arbitrator's decision shall be final and binding on both parties.

Each party shall bear one-half (1/2) the cost of the arbitrator.

The arbitrator shall not change, modify or alter any of the terms of this Agreement.

Expedited Arbitration

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

Procedure:

- a) Grievances referred to expedited arbitration must be scheduled to be heard within **thirty (30)** days from the date of referral, unless the hearing is delayed by mutual agreement between the parties or by the Arbitrator;
- b) The parties shall make every reasonable attempt to proceed by admission and minimize the use of witnesses;
- c) Whenever possible, the Arbitrator shall deliver the decision orally at the conclusion of the hearing, giving a brief resume of the reasons for the decision and then confirm these conclusions in writing within **five (5)** days of the date of the hearing;
- d) When it is not possible to give an oral decision at the conclusion of the hearing, the Arbitrator shall render it in writing with a brief resume of the reasons. The Arbitrator must render the written decision as soon as possible but at all times within **five (5)** days of the date of the hearing;
- e) The decision of the Arbitrator shall not constitute a precedent;
- f) Such decisions may not be used to alter, modify or amend any part of this Collective Agreement, nor should any decision be incompatible with the provisions of this Collective Agreement; and
- g) Such decisions from the expedited format shall be final and binding upon the parties.

ARTICLE 12

SUSPENSION AND DISCIPLINE

- 12.01 Where it appears during any meeting with an employee that the nature of such a meeting must change to an investigation, which could result in the formal disciplining of that employee, that meeting must be immediately terminated.
- 12.02 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a formal disciplinary decision concerning that employee, the employee is entitled to have, at their request, a representative of the PSAC attend the meeting. Where practicable, the employee shall receive a minimum of twenty-four (24) hours written notice, including reasons, of such a meeting.
- 12.03 The employee(s) shall be advised of their right to have a union representative present at any formal disciplinary meeting or at any meeting held with employee(s) to investigate alleged misconduct of the employee(s).
- 12.04 No employee will be disciplined without just, reasonable and sufficient cause. The timing of the imposition of such discipline shall be exercised in accordance with Article 3.

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

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

- 12.05 The Employer agrees not to introduce into evidence in a hearing relating to disciplinary action any document from the file of an employee, a copy of which the employee was not provided with, either at, or before, the time of placement in the employee's personnel file.
- 12.06 If an employee files a grievance against a written reprimand, suspension or discharge in accordance with Article 11, the Employer may, in its discretion and exercised in accordance with Article 3, postpone the imposition of the disciplinary action until the grievance is resolved

12.07 Progressive Discipline

Without limiting the generality of the foregoing, the Employer recognizes the principle of progressive discipline. The Employer recognizes that, prior to imposing discipline, an employee shall be given every reasonable opportunity to correct a situation about which there has been a complaint.

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

Informal:

- oral reprimand

Formal:

-written reprimand

- suspension

- discharge

12.08 In cases of written reprimand, suspension or discharge, the Employer shall provide the Local President with a written record of any disciplinary action taken against the employee including the reason(s) for the disciplinary action. At the employee's request a copy of any related written report shall be forwarded under confidential cover to the Local President.

12.09 Any document or written statement related to disciplinary action, which may have been placed on the personnel file of an employee shall be destroyed after a period of twelve (12) months has elapsed since the disciplinary action was taken, provided that no further disciplinary action regarding the same, or similar, matter referred to in this document or written statement, has been recorded during this period.

12.10 Grievances relating to suspension or discharge shall be filed at Step 2 of the grievance procedure.

12.11 No employee will be disciplined nor treated in such a manner as to violate Article 13 for "whistle-blowing"- ie. reporting any abuse of office, financial or otherwise.

12.12 Civil and Criminal Claims

The Employer shall defend, negotiate or settle civil and/or criminal claims, suits or prosecutions arising out of acts performed by an employee in the course of the employee's duties provided that the Employer is satisfied that: the employee performed duties required by the Employer; the employee acted within the scope of the employee's employment; and, that the employee did not engage in willful misconduct.

12.13 Confidentiality

The fact and substance of disciplinary investigations shall be treated as confidential in the workplace by the Employer and the Union.

ARTICLE 13

NO HARASSMENT, NO DISCRIMINATION, NO ABUSE OF AUTHORITY AND NO VIOLENCE IN THE WORKPLACE

13.01 The PSAC and the Employer recognize the right of employees to work in an environment free from sexual and personal harassment, abuse of authority and free from all acts of violence, including threats to an employee's security, and discrimination. The Employer undertakes to ensure that sexual and personal harassment, abuse of authority, discrimination and violence will not be tolerated in the workplace.

13.02

- a) Sexual harassment is any incident or series of incidents which may cause offense or humiliation to any employee and includes, but is not limited to, unnecessary physical contact, gestures or comments of a sexual nature, the displaying of pornographic material or any conduct that might reasonably be perceived as placing a condition of a sexual nature on any aspect of employment.
- b) Personal harassment is any unwarranted behavior by any person that is directed at and is offensive to an individual or endangers an individual's job, or academic standing, undermines the performance of that job or threatens the economic livelihood of the individual. Such behaviour shall include any retaliation against a complainant or witness or anyone who has assisted in the investigation of a complaint. Such behavior may take the form of the application of force, threats, verbal abuse or harassment of a personal nature or racial nature, which demeans, belittles or causes personal humiliation or embarrassment to the recipient(s).
- c) A violent act is any act in which a person, either as a victim of , or as a witness to, any act of violence, is abused, threatened, intimidated or assaulted in his or her employment through verbal, physical, sexual or psychological means. Workplace violence includes, but is not limited to, threatening behaviour, verbal or written threats, harassment, verbal abuse or physical attacks. Talking of violence or joking about violence will not be tolerated.
- d) Abuse of authority is a form of harassment that occurs when an individual improperly uses the power and authority inherent in their position to endanger an employee's job, academic standing, undermine the performance of that job, threaten the economic livelihood of that

employee or in any way interfere with or influence the career of the employee. It includes intimidation, threats, blackmail or coercion.

13.03 There shall be no abuse, discrimination, interference, restriction, coercion, harassment, intimidation or any disciplinary action exercised or practiced with respect to any employee by reason of age, race, colour, national or ethnic origin, religion, creed, sex, sexual orientation, gender identity, gender expression, family status, mental or physical disability (except where there is *bona fide* occupational requirement), marital status or conviction for which a pardon has been granted.

13.04 The parties agree that complaints alleging a breach of this Article must be dealt with by the Employer. In the event that complaint is not resolved to the satisfaction of the parties, the matter may be referred to Article 11 - Grievance and Arbitration Procedure . In this event, all parties agree that Step 1 of the Grievance Procedure will be waived.

13.05 There shall be no discrimination in respect to employment by reason of political affiliation, membership or activity in the PSAC. An allegation of such discrimination is subject to the grievance procedure.

13.06 The Employer undertakes to ensure that retaliation, harassment or discrimination against any employee who reports an incident of violence, abuse, discrimination or harassment in workplace will not be tolerated .

13.07 The Employer will ensure compliance with this Article, the Collective Agreement as a whole and all relevant provincial statutes ,e.g. Human Rights, Industrial Relations etc.. It is understood that any contravention of any right of an individual with respect to same shall be considered an extremely serious matter and will result in grievance(s) as well as complaints being filed by the Union and ,or the individual(s) directly affected, to the respective authority set up to ensure compliance with the relevant legislation .As well potential civil actions may be filed by the individual(s) against the Employer. By way of example should any representative of the Employer , such as but not limited to the President , attempt ,or have attempted , to use in a negative way either the family status of an individual or the fact that an individual was, or is, involved in any aspect of the organizing for this Union's Certification, or any other Union certification drive on campus, or the administration of the Union, then a grievance against the Employer for violating Article 13 and all other related articles of this Collective Agreement will be filed under Article 11 and complaints will also be filed with the New Brunswick Human Rights Commission , the New Brunswick Labour and Employment Board and any other relevant provincial authority

ARTICLE 14

EMPLOYEE STATUS

14.01 Part-time employee positions:

- a) Minimum ten (10) hours per week:
Campaigns Coordinator, Communications Coordinator, Help Desk Manager, Yearbook Editor, Activities Coordinator, **Emergency Bursary Co-ordinator** and Student Advocate; and
- b) Minimum five (5) hours per week:
Social Issues Coordinator, Sustainable Lifestyles Coordinator, Recording Secretary, and Chair.

14.02 Seasonal employee positions:

- a) May 1 until Sept. **15** :
Welcome Week Chair ; and
- b) fall/spring election (and as required):
Chief Returning Officer.

14.03 Should the Employer wish to create any other position, including one of a different status , then it shall submit a comprehensive proposal outlining the rationale with the position title, required hours of work, and any other required information. The parties shall forthwith meet and enter into discussions to finalize all matters related to this new proposed employee position and once mutually agreed shall incorporate the position into the Collective Agreement.

ARTICLE 15

PROBATION AND TRIAL PERIOD

15.01 All newly hired employees shall be considered probationary employees.

15.02 Newly hired employees shall complete a **one (1)** month probationary period which may be extended up to an additional one (1) month by mutual agreement of the parties. The purpose of the probationary period is to allow the Employer to assess the employee's suitability for continued employment. If, a probationary employee is not suitable, the employee may be terminated.

15.03 A probationary employee shall be entitled to all rights and privileges of the Collective Agreement.

15.04 During the probation period, the employee's supervisor shall review the employee's performance with the employee on a regular basis. At least two formal reviews shall be conducted, the first no later than the mid-point of the probation period. If performance issues are identified in this first review, the Employer will undertake a second evaluation prior to the final evaluation.

15.05 If during ,or at the end of, a probationary period an employee is not deemed suitable for on-going employment in the position, the Employer will meet with and inform the employee and Union representative of the Employer's decision and provide a copy of the written decision including the reasons .

15.06 Except as outlined in Articles 15.07 and 15.08, a current employee transferring or promoted to another position is subject to a trial period of **thirty (30)** days.

15.07 An employee shall not be required to serve a trial period when:

a) the employee is promoted without competition as a result of reclassification of the employee's position; or

b) the Employee is transferred to a position in the same classification involving similar duties and responsibilities.

15.08 An employee who is temporarily appointed to another position on an acting basis is not considered to be on a trial period. If the employee is subsequently promoted to that position, the period during which the employee was in acting status will count towards the employee's trial period.

15.09 In the event an employee on a trial period either proves unsatisfactory, or so requests, the employee shall be returned to their former position without loss of seniority or wages or salary. Any other employees promoted or transferred because of the re-arrangement of position(s) shall also be returned to their former position(s) without loss of seniority or wages or salary.

15.10 A probationary employee discharged or terminated for reasons other than willful misconduct, disobedience or neglect of duty shall be given a minimum of **two (2)** weeks prior notice in writing, with a copy to the PSAC Local President, or payment in lieu thereof.

ARTICLE 16

HOURS OF WORK

- 16.01 a) Part-time employees shall be required to work as follows: either
- i) a minimum of five (5) hours per week; or,
 - ii) a minimum of ten (10) hours per week.
- b) Seasonal employees shall be required to work as follows: either
- i) normally full-time, i.e. forty (40), hours per week from May 1 until Sept. **15** of each year; or
 - ii) up to forty (40) hours per week during the yearly fall election and the yearly spring election and as required during other times of the year.
- 16.02 Employees are normally expected to fulfil the above-noted required hours during the regular daily hours of 8am until 6pm ,Monday through Friday inclusive; however an employee may work these hours at their own convenience subject to informing the employer of the actual hours worked in accordance with the above.
- 16.03 Employees shall be compensated for all hours worked, including any additional hours worked as required by the Employer, and any hours in required attendance at Employer scheduled meetings, at the appropriate hourly rate in Appendix "A" and Appendix "B", and subject to Article 16, Article 17 and the Collective Agreement as a whole.

ARTICLE 17

OVERTIME AND REPORTING PAY

17.01 Subject to operational requirements, the Employer shall make every reasonable effort to avoid excessive overtime and to allocate overtime on an equitable basis among readily available qualified employees.

17.02 a)

- (i) Consistent with the nature of the work, overtime assignments will be offered to employees in a manner intended to result in an equitable distribution of overtime opportunities .
- (ii) Overtime assignments shall be offered in accordance with (i) above to

employees who normally and regularly do the work in question who are readily available.

(iii) Where an insufficient number of employees referred to in (ii) are readily available for overtime work, overtime shall be assigned to the least senior of those employees who are available.

(iv) In the application of (iii) above, an employee has the right to decline an overtime assignment where the employee has worked a significant amount of overtime.

(v) When overtime is worked as a result of an employee being on standby status, the above outlined process is not applicable. However, any overtime opportunities which result from being on standby status will count in the overtime equitable distribution process.

b)

Except in cases of emergency, call-back or mutual agreement with the employee, the Employer shall give at least four (4) hours notice of any requirement for overtime work.

17.03 Overtime shall be compensated on the following basis:

a) time and one-half (1 1/2) for all hours worked in excess of the employee's normal scheduled daily or weekly hours (Monday-Friday) and for all hours worked on the first day of rest;

b) an employee who reports for work as directed on a day of rest shall be compensated for the time actually worked or a minimum of three (3) hours pay at the applicable overtime rate, whichever is greater;

c) an employee is entitled to overtime compensation, when approved in advance by the Employer or in accordance with Standard Operating Procedures, for each completed fifteen (15) minute period of overtime worked by the employee;

d) unless the employee has requested compensatory leave with pay, the Employer will pay overtime compensation within two (2) weeks of a complete and accurate submission of the overtime claim;

e) notwithstanding (a), an employee is entitled to double (2) time for each hour of overtime worked by an employee on a second or subsequent day of rest, provided the days of rest are consecutive, except that they may be separated by a designated paid holiday.

ARTICLE 18

CALL-BACK

18.01 If an employee is called back to work and returns to work on a designated holiday which is not the employee's scheduled day of work or on the employee's day of rest or after leaving the workplace subsequent to a normal work day, the employee shall be paid the greater of:

- a) three (3) hours' pay at the applicable rate of overtime compensation for each call-back to a maximum of eight (8) hours' compensation in an eight (8) hour period; or,
- b) for all time worked, at the applicable rate of overtime compensation.

18.02 An employee shall be reimbursed each time they are called back to work under this Article:

- (a) for the use of their vehicle at the kilometric rate of \$0.55 per kilometre ,
or
- (b) out-of-pocket expenses for other means of commercial transportation.

18.03 Time spent by the employee reporting to work or returning to their residence shall constitute time worked.

ARTICLE 19

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STANDBY

19.01 Where the Employer requires an employee to be available on standby during their off-duty hours, an employee shall be compensated at the rate of one (1) hour for each four (4) consecutive hour period or portion thereof that the employee has been on standby.

19.02 An employee designated by letter or by list for standby duty shall be available to return for duty as quickly as possible, if called. All employees on standby shall be provided with a portable means of contact at no cost to the employee. In designating employees for standby, the Employer will endeavor to provide for the equitable distribution of standby duties. No standby payment shall be granted if an employee is unable to report for duty when required.

19.03 An employee on standby who is required to report for work and reports for work shall be paid, in addition to the standby pay, compensation in accordance with the provisions of Articles 17 and 18.

ARTICLE 20

PAY ADMINISTRATION

20.01 Employees shall be paid by **Direct Deposit** on a bi-weekly basis at the rate of pay to which they are entitled as prescribed in Appendix "A". The Employer shall provide to the Union Local with an annual statement indicating each employee's actual rate of pay, classification, including level and position title for his/her substantive and, if applicable, acting position. **The Employee shall provide the Employer with appropriate information in order that Direct Deposit can be set up and maintained for the payment to the Employee.**

20.02 Upon initial appointment, an employee shall be paid the hourly rate prescribed for the position or, in the case of a position having a range of incremental rates, the rate deemed appropriate by the Employer. In no case shall the employee be paid at less than the minimum rate.

20.03 An employee appointed or reclassified to a higher rated position shall be paid at the step in the range of the new position which provides an increase in pay at least equal to the lowest paid increment in the new position, or such higher rate deemed appropriate by the Employer. In no case shall the employee be paid higher than the maximum rate in the new position.

20.04. An employee appointed or reclassified to a position rated the same as their prior position shall receive at least the same incremental rate in the new position. If there is no such incremental rate, the employee shall receive the next higher incremental rate.

20.05 a) An employee, whose position is reclassified downward and who has yet to be offered a reassignment to a position rated the same as or higher than their current position, shall receive incremental rate increases and negotiated salary increases on the same basis as if they had not been reclassified.

b) An employee, whose position is reclassified downward and who has refused reassignment to a permanent position rated the same as or higher than their position and for which the employee has the requisite skills and abilities, shall continue to receive the same rate of pay. The employee shall receive incremental rate increases on the same basis as if they had not been reclassified, but shall not receive negotiated

salary increases. The employee shall be paid the applicable incremental rate for the new classification when it exceeds the protected rate.

c) An employee who is demoted shall receive the lesser of their current rate of pay and the maximum incremental rate in the new position.

20.06. Clause 20.05 does not apply to an employee who obtains a position through the posting procedure which is rated lower than their current position. Such an employee shall receive the lesser of the maximum rate for the new position and their current rate of pay. In the event of the latter, the employee shall receive the applicable incremental rate when it exceeds their current rate in accordance with clause 22.07.

20.07 Pay Increments

a) An employee shall be granted pay increments until they reach the maximum rate for the position. The pay increment period is the period identified in Appendix "A".

A pay increment shall be the rate in the range applicable to the position that is next higher to the rate at which the employee is being paid..

b) An employee appointed or reclassified to a position other than a higher rated position shall retain their increment date.

c) Unless otherwise provided in this Agreement to the contrary, an employee on a leave of absence without pay for a period of three (3) months or more will not be granted their pay increment until they complete a period of employment equal to the pay increment period for the position held. That date shall become the employee's new increment date.

20.08 The Employer may appoint an employee to a position outside the bargaining unit on an acting basis for a period of up to one (1) year, during which time the employee may be returned by the Employer to their former position at the rate of pay to which they would have otherwise been entitled within the bargaining unit. The acting appointment may be extended beyond one (1) year to accommodate a temporary vacancy.

20.09 For the purposes of this Agreement, a position is higher rated than another if its maximum rate is higher, and the position is rated the same as another if its maximum rate is the same.

20.10 Where a pay increment and a pay revision are effected on the same date, the pay increment shall be applied first.

20.11 When an employee is required by the Employer to substantially perform the duties of a higher rate classification level in the bargaining unit in an acting capacity and performs those duties for at least one (1) full working day or one (1) full shift, the employee shall be paid acting pay calculated in accordance with clause 20.03 from the date that the employee commenced to act as if the employee had been appointed to that higher classification level for the period in which the employee acts.. When an employee receives an increment in the lower rated position, the employee's acting rate of pay will, if required, be adjusted accordingly.

ARTICLE 21

DESIGNATED PAID HOLIDAYS

21.01 Subject to clause 21.02, the following days shall be designated paid holidays for employees:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) Labour Day
- g) Thanksgiving Day
- h) Remembrance Day
- i) Christmas Day
- j) Boxing Day
- k) The first Monday in August
- l) The days between Boxing Day and New Years Day
- m) Christmas Eve Day
- n) New Year's Eve Day; **and**
- o) **any additional legislated federal and,or provincial holiday(s) .**

21.02 An employee absent without pay on both their full working day immediately preceding and immediately following a designated holiday is not entitled to pay for the holiday, except in the case of an employee who is granted leave without pay under the provisions of Article 24 - Leave With or Without Pay for PSAC or Union Business.

21.03 When a day designated as a holiday under clause 21.01 coincides with an employee's day of rest, the holiday shall be moved to the first scheduled working day following the employee's day of rest.

When two (2) days designated as holidays under clause 21.01 coincide with an employee's consecutive days of rest, the holidays shall be moved to the employee's first two (2) scheduled working days following the days of rest.

21.04 When a day designated as a holiday for an employee is moved to another day under the provisions of clause 21.03:

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

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

21.05 An employee who works on a holiday shall be paid:

- a) time and one-half (**1 1/2**) for all hours worked up to the regular daily scheduled hours of work and double (2) time thereafter, in addition to the pay that the employee would have been granted had they not worked on the holiday; or,
- b) upon request, and with the approval of the Employer, the employee may be granted:
 - (i) a day of leave with straight time rate of pay ("a lieu day") at a later day in lieu of the holiday; and,
 - (ii) pay at one and one half (**1 1/2**) times the straight-time rate of pay all hours worked up to the regular daily scheduled hours of work; and,
 - (iii) pay at two (2) times the straight-time rate of pay for all hours worked on the holiday in excess of the regular daily scheduled hours of work.
- c)
 - (i) Subject to operational requirements and adequate advance notice, the Employer shall grant lieu days at such times as the employee may request.
 - (ii) When in a fiscal year an employee has not been granted all lieu days as requested at the employee's option, such lieu days shall be paid off at the employee's straight-time rate of pay or carried over for one (1) year. In all other cases, unused lieu days shall be paid out at the employee's straight-time rate of pay.
 - (iii) The straight-time rate of pay referred to in clause 21.05 (c) (ii) shall be the rate in effect when the lieu day was earned.

21.06 When an employee is required to report for work and reports on a designated holiday, the employee shall be paid the greater of compensation in accordance with the provisions of clause 21.05 or three (3) hours pay at the applicable overtime rate of pay.

21.07 Where a day that is a designated holiday for an employee coincides with a day of leave with pay, that day shall count as a holiday and not as a day of leave.

21.07 With the exception of the period of May 1 -Sept 15, if for any reason the Employer decides to close down operations or extend a holiday period, the employees shall be deemed to be on paid leave for that period.

ARTICLE22

WASH-UP TIME

22.01 Where, due to the nature of work there is a need, wash-up time will be permitted.

ARTICLE23

VACATION LEAVE

23.01 The amount of annual vacation leave which an employee shall be eligible for in the first year shall be one and one-quarter (1 1/4) days for each month of service up to fifteen (15) paid working days.

23.02 Annual vacation leave entitlement shall be increased to twenty (20) paid working days on completion of one (1) year of service and shall accrue at the rate of one and two-thirds (1 2/3) days per month. An employee who is hired in September and completes their work term shall be considered to have attained one year of service for the purpose of this paragraph. Similarly an employee hired full-time for the summer term and who completes their work term shall be considered to have attained one year of service for the purpose of this paragraph.

23.03 Fractions of annual vacation entitlement of one-half (1/2) a day or more shall be considered as one (1) full day.

23.04 The vacation year shall be from September 1st in any one (1) year to August 31st in the next succeeding year.

23.05 Seniority shall prevail for the purpose of selecting vacation dates subject to operational requirements.

23.06 When a designated holiday as per Article 21 for an employee falls within the period of the employee's annual leave, it shall not count as a day of annual leave.

23.07 Any earned but unused vacation of a deceased employee shall be paid to such former employee's estate.

ARTICLE 24

LEAVE WITH OR WITHOUT PAY FOR PSAC OR UNION BUSINESS

- 24.01 The Employer will grant leave with pay to an employee called as a witness by an Arbitration Board or the NB Industrial Relations Board.
- 24.02 The Employer will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the PSAC.
- 24.03 The Employer will grant leave with pay to an employee who is a party to the arbitration.
- 24.04 Commencing six (6) months prior to the expiry date of the Collective Agreement or as otherwise agreed, the Employer will grant leave with pay to two (2) employees during regular working hours for purposes of attending contract negotiation meetings, including preparatory meetings, on behalf of the PSAC until the renewed collective agreement is in force in accordance with the NB Industrial Relations Act.
- 24.05 The Employer will, operational requirements permitting, grant leave with pay to a reasonable number of employees selected as delegates to attend Executive Council meetings and conventions of the PSAC, conventions of the Canadian Labour Congress, meetings of the Fredericton & District Labour Council and conventions of the New Brunswick Federation of Labour.
- 24.06 The Employer will, operational requirements permitting, grant upon reasonable notice to a reasonable number of employees leave with pay to employees who exercise authority of a representative on behalf of the PSAC to undertake training related to the duties of a representative.
- 24.07 Recognizing that circumstances may arise whereby an employee is required to perform administrative or executive duties on behalf of the Local, the Employer agrees, on receipt of reasonable advance notice and operational requirements permitting, to grant leave with pay. Leave under this clause shall not exceed an aggregate total of one hundred (100) hours in a calendar year.
- 24.08 Requests for leave without pay for PSAC or Union Business will be made in advance and in writing.

ARTICLE 25

OTHER LEAVE WITH OR WITHOUT PAY

For the purpose of this Collective Agreement, "spouse" means the person the employee is legally married to or the person who, for a continuous period of at least one (1) year, the employee has lived with, publicly represented as their spouse and the spousal relationship has been recognized in the community or communities in which they have lived.

25.01 Leave Without Pay

- (a) Leave without pay, for a period of up to six (6) months, may be granted on the approval of the Employer.
- (b) Leave without pay in excess of six (6) months may be granted upon application to the Employer, for such period and under such conditions as the Employer may deem fit.

25.02 Political Leave

- (a) The Employer recognizes the right of every citizen to enter political life if so desired. Provided proper regard is given to the instructional, technical, and service needs of the Employer, leave of absence shall be granted to enable the employee to contest an election. Up to four (4) weeks without pay for Provincial or Municipal elections and up to six (6) weeks without pay for Federal elections shall be granted. The employee may opt to take part or all of the employee's annual vacation during the campaign period.
- (b) In the event of the candidate being defeated, the employee will be entitled to resume the employee's normal duties.

25.03 Bereavement Leave with Pay

For the purposes of this clause, immediate family is defined as father, mother (or alternatively stepfather, stepmother, or foster parent), brother, sister, spouse, fiancé, child (including child of spouse), stepchild or ward of the employee, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and a relative or near relative permanently residing in the employee's household or with whom the employee permanently resides.

- a) Where a member of an employee's immediate family dies, they shall be entitled to leave with pay for a period of up to four (4) working days or scheduled shifts and not extending beyond the day following the funeral and may, in addition, be granted up to three (3) days' or scheduled shifts leave for the purpose of travel related to the death.
- b) In special circumstances and at the request of the employee, the four (4)-day bereavement period may be moved beyond the day following the day of the funeral.
- c) Necessary time off up to one (1) day shall be granted to an employee to attend a

funeral as a pallbearer or mourner.

d) If, during a period of compensatory leave, an employee is bereaved in circumstances under which the employee would have been eligible for bereavement leave with pay under paragraphs a) or c) of this clause, the employee shall be granted bereavement leave with pay and the employee's compensatory leave credits shall be restored to the extent of any concurrent bereavement leave with pay granted.

e) It is recognized by the parties that the circumstances which call for leave in respect of bereavement are based on individual circumstances. On request, the Employer may, after considering the particular circumstances involved, grant leave with pay for a period greater than that provided for in sub-clauses a) and c) of the above.

f) The Employer agrees to consider requests for bereavement leave where cultural traditions create important family relationships not described in this clause.

25.04 Maternity/Adoption/Parental Leave

(a) The commencement and termination dates of an employee's maternity/adoption/parental leave without pay shall be a matter of negotiation between the employee and the Employer. The commencement date shall be determined as soon as possible after the employee is aware of the pregnancy with the employee's request not to be unreasonably denied. An employee is entitled to a maximum of fifty-two (52) weeks' maternity/adoption/parental leave without pay under this clause.

(b). (i) The employee shall resume the employee's former position and salary upon return from maternity/adoption/parental leave without pay, with no loss of accrued benefits.

(ii) Employees while on maternity/adoption/parental leave without pay shall continue to accumulate service for seniority purposes .

(d) Annual leave shall accrue during periods of maternity/adoption/parental leave without pay.

(e) The employee may return to duty after two (2) weeks' notice of intention to do so on production of a satisfactory certificate of wellness from the employee's physician.

(f) An employee may be awarded sick leave for illness regardless of its association with pregnancy anytime prior to the scheduled beginning of the employee's maternity/adoption/parental leave without pay or the birth of the child, whichever occurs earlier.

(g) Periods of maternity/adoption/parental leave without pay up to a maximum of fifty-two (52) weeks shall be counted as service for the purpose of step progression and severance pay.

(h) Medical Appointment for Pregnant Employees

i) Up to one-half (1/2) day leave with pay will be granted to pregnant employees when attending routine medical appointments.

ii) Where a series of continuing appointments are necessary for the treatment of a particular condition relating to the pregnancy, absences shall be charged to sick leave.

25.05 Court Leave

The Employer shall grant leave with pay to an employee for the period of time they are required:

- a) to be available for jury selection;
- b) to serve on a jury;
- c) by subpoena, summons or similar instrument, to attend as a witness in any proceeding held in or under the authority of a judge, justice, magistrate, coroner, court of justice, legislative councilor any person or body of persons authorized by law to compel the attendance of witnesses before it.

25.06 Leave for Court Appearance or Incarceration

In the event that an employee is accused of an offence which requires a court appearance, the employee shall be granted leave of absence without loss of seniority, benefits, and pay, to which the employee would otherwise be entitled, for the actual time of such appearance. In the event that the accused employee is jailed awaiting a court appearance, the employee shall receive leave without pay and without loss of seniority. The employee shall have the option of taking annual vacation leave to which the employee is entitled in lieu of all or part of the leave without pay.

25.07 Leave With or Without Pay for Other Reasons

Subject to operational requirements, the Employer may grant:

- a) leave with pay when circumstances not directly attributable to the employee prevent reporting for duty. Such leave shall not be unreasonably withheld;
- b) leave with or without pay for purposes other than, or in addition to, those specified in the Collective Agreement.

25.08 Leave with Pay for Family-Related Responsibilities

- a) For the purpose of this clause, family is defined as spouse, children (including children of spouse), foster children or stepchildren, parents (including stepparents or foster parents) or any relative permanently residing in the employee's household or with whom the employee permanently resides.
- b) The Employer shall grant leave with pay under the following circumstances: (i) up to one (1) day for a medical or dental appointment per situation when the dependant family member is incapable of attending the appointments alone, or for appointments with appropriate authorities in schools or adoption agencies. An employee is expected to make reasonable efforts to schedule medical or dental appointments for family members to minimize their absence from work. An employee requesting leave under this provision must notify their supervisor of the appointment as far in advance as possible;
- (ii) up to three (3) consecutive days of leave with pay per situation to provide for the temporary care of a sick member of the employee's family; upon request additional leave may be granted subject to operational requirements; such

request shall not be unreasonably denied;

(iii) up to two (2) days of leave with pay for needs directly related to the birth or adoption of the employee's child;

(iv) up to one (1) day per situation for a medical, dental or legal appointment for the employee.

(v) up to one (1) day per situation to attend to the needs related to home or family emergencies;

(vi) up to one (1) day per situation to attend to needs related to the death of a family member.

c) The total leave with pay which may be granted under sub-clause (b) shall not exceed five (5) days in a fiscal year.

25.09 Compassionate Care Leave

In accordance with Human Resources and Social Development Canada, Employment Insurance (EI) Program for Compassionate Care Benefits, the Employer shall grant the employee compassionate leave without pay for up to a period of eight (8) weeks, **or greater as the EI Program is amended**, in order to care for a gravely ill family member as identified by Social Development Canada.

(i) An employee may return to duty after giving the Employer two (2) weeks notice of the employee's intention to do so.

(ii) The employee shall resume his/her former position and salary upon return from leave with no loss of accrued benefits.

(iii) Periods of leave under this clause shall count for severance pay, seniority, annual leave and awarding of increments.

25.10 Injury-on-Duty Leave/Work-Related Illness Leave

An employee shall be granted injury-on-duty leave with pay when a claim has been made pursuant to the provincial Worker's Compensation Act, and the Worker's Compensation authority has notified the Employer that it has certified that the employee is unable to work because of:

a) personal injury accidentally received in the performance of their duties and not caused by the employee's willful misconduct, or,

b) an industrial illness or a disease arising out of and in the course of the employee's employment,

if the employee agrees to remit to the Employer any amount received by them in compensation for loss of pay resulting from or in respect of such injury, illness or disease providing, however, that such amount does not stem from a personal disability policy for which the employee's agent has paid the premium.

25.11 Religious Holy Days

The Employer recognizes that the make-up of its workforce may include employees of various religious beliefs. Subject to operational requirements, the Employer undertakes to make every reasonable effort to facilitate such arrangements that would allow the employee time off on holy days. Such arrangements may include the use of Designated Holidays (as defined in Article 21 - Designated Paid Holidays), earned compensatory

leave, vacation leave or leave without pay. The employee shall give four (4) weeks' written notice of any request under this Article.

ARTICLE 26 STAFFING PROCEDURE

26.01 In assessing all applicants in any internal or external competition the Employer will ensure compliance with Article 13, the Collective Agreement as a whole and all relevant provincial statutes, e.g. Human Rights, Industrial Relations etc. It is understood that any contravention of any right of an individual with respect to same shall be considered an extremely serious matter and will result in grievance(s) as well as complaints being filed by the Union and, or the individual(s) directly affected, to the respective authority set up to ensure compliance with the relevant legislation. As well potential civil actions may be filed by the individual(s) against the Employer. By way of examples, should any representative of the Employer, such as but not limited to the President, attempt, or have attempted, to use in a negative way either the family status of an applicant or the fact that an applicant was, or is, involved in any aspect of the organizing for this Union's Certification, or any other Union certification drive on campus, or the administration of the Union, then a grievance against the Employer for violating Article 13 and all other related articles of this Collective Agreement will be filed under Article 11 and complaints will also be filed with the New Brunswick Human Rights Commission, the New Brunswick Labour and Employment Board and any other relevant provincial authority.

26.02 An incumbent employee, having passed their probation, shall have preference above all others to continue in their position.

26.03 Job Posting

- i) When a vacancy or new job opening, called a Job Opportunity, occurs for a position within the Bargaining Unit, the Employer will ensure that every employee receives a notice of the Job Opportunity together with all pertinent information. Employees shall have a minimum of seven (7) calendar days to apply. The Employer will consider only applicants from within the Bargaining Unit including those on layoff status, and make a decision before considering advertising outside the Bargaining Unit. Copies of such notices will be forwarded to the Union. In the event there are no qualified candidates for the Job Opportunity following the process outlined in this Article, then an external search may be carried out. By mutual consent of the Union Local and the Employer, Job Opportunities may be advertised externally at the same time as the internal posting where it appears there will be no qualified candidates or in the interest of expediency.
- ii) The candidates for the Job Opportunities will be evaluated according to the posted Requirements. In filing the Job Opportunity, the position shall be awarded based on the posted Requirements. Consideration will first be given to qualified non-probationary employees. Where the candidates are relatively equal according to the posted

Requirements, the candidate with the greatest seniority will receive the offer.

26.04 Information in Postings

All job postings shall contain the following information and shall be fair and reasonable in relation to the job description :

- i.) title and nature of position;
- ii.) qualifications ;
- iii.) required knowledge or education skills;
- iv.) wage or salary rate;
- v.) hours of work;
- vi.) statement of non-discrimination(in relation to 26,01);
- vii) the Employer may consider an applicant with demonstrated abilities and experience in lieu of a Requirement(s) and, in such a case, the Employer shall so state on the posting; and
- viii) the closing date and noting that candidates are required to indicate their interest in writing or e-mail no later than 4:00P.M. on the closing date.

26.05 Role of Seniority in Promotions or Transfers

Both parties recognize:

- (a) the principle of promotion within the service of the Employer;
- (b) that job opportunities should increase in proportion to length of service.

In making staff changes, transfers and promotions, appointments shall be made of the applicants with the greatest seniority and having the required qualifications, as advertised in the job posting.

26.06 Trial Period

(a) a member of the Bargaining unit who is a successful applicant for promotion shall be placed on trial for a period

of three (3) months, which period may be extended up to four (4) months by mutual consent. Conditional on satisfactory service, the employee shall be confirmed in the position after the trial period.

(b) In the event the employee proves unsatisfactory in the position, or if the employee requests ,during the trial period, the employee shall return to the employee's former position and salary level consistent with the former position without loss of seniority.

(c) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position or found alternate employment at a salary level consistent with their former position, without loss of seniority.

26.07 Duty To Accommodate Provision (e.g. Persons With Disabilities and Older Workers)

An employee unable, through injury or illness, to perform the employee's normal duties shall be provided with alternate suitable employment provided a position can be made available. An employee who, through advancing years, is unable to perform the employee's normal duties shall be accommodated to the point of undue hardship and provided with alternate suitable employment provided such a position can be made available.

26.08 Notification

Every appointment and confirmation shall be in writing addressed to the successful candidate, copied to the Union and shall be signed by Employer representative. Upon receipt of a written or e-mail request (which includes details as to how the employee can be contacted) from an employee who will be absent on an approved leave, the Employer shall make every reasonable effort to ensure such employees receive notice of Job Opportunities which arise during the leave.

26.09 For the purpose of internal staffing, an employee who is an unsuccessful candidate in a competition will be advised of the reason(s) why they were not successful in the competition and at their option may discuss their assessment with the Employer. If requested by the employee, the reason(s) will also be communicated in writing. If requested by the PSAC, in writing, the Employer will provide full disclosure of all information relative to their assessment as well as all information relative to the assessment of the successful candidate.

ARTICLE 27

JOB CLASSIFICATION

27.01 If, during the term of this Agreement, a new classification standard is established in accordance with this Agreement, the Employer shall, before applying rates of pay to new levels resulting from the application of the standard, negotiate with the PSAC the rates of pay and the rules affecting the pay of the employees on their movement to the new classification standard and levels.

27.02 In the event that the Employer creates a new position, it undertakes to inform the PSAC of the creation of this new position together with the Employer's proposal as to whether such position is to be recognized as being part of the bargaining unit. The Employer shall provide the PSAC with a copy of the proposed job description, placement in the organizational chart, a rationale as to the proposed classification and proposed salary range (if available). Upon a written request from the PSAC within forty-five (45) days of notification to this effect, the Employer shall meet with the PSAC in order to discuss the Employer's position on the inclusion or exclusion of this position in the bargaining unit.

27.03 In the event that the parties fail to agree in accordance with clause 27.02 on whether an employee should be included or excluded, that employee shall be included in

the bargaining unit until such time as the New Brunswick Labour and Employment Board decides otherwise in accordance with the New Brunswick Industrial Relations Act.

27.04 When there is a new position created or when an evaluation of an existing position is completed and there is a disagreement with the classification level and/or salary (including range where applicable) assigned to the position by the Employer, the issue may be referred to the Grievance and Arbitration Procedure - Article 11 contained in this Agreement.

27.05 The established salary range, once determined in accordance with Article 11 or agreed upon by the parties, shall be retroactive to the date the proposed classification came into effect and shall be appended to and form part of this Agreement.

ARTICLE 28



STATEMENT OF DUTIES

28.01 Upon hiring, an employee shall be provided with a complete and current statement of the duties and responsibilities of their position, and as amended.

ARTICLE 29



EMPLOYEE PERFORMANCE REVIEW AND EMPLOYEE FILES

29.01 a) When a formal assessment of an employee's performance is made, the employee concerned must be given an opportunity to sign the assessment form in question upon its completion to indicate that its contents have been read. A copy of the completed assessment form will be provided to the employee at that time. An employee's signature on their assessment form will be considered to be an indication only that its contents have been read and shall not indicate the employee's concurrence with the statements contained on the form.

b) The Employer's representative (s) who assess an employee's performance must have observed the employee's performance for at least one half (1/2) of the period for which the employee's performance is being evaluated.

29.02 a) Prior to an employee performance review the employee shall be given:

(i) the evaluation form which will be used for the review; and

(ii) any written document which provides instructions to the person conducting the review.

b) If during the employee's performance review either the form or instructions are changed, they shall be given to the employee

29.03 An employee has the right to make written comments to be attached to the performance review form.

29.04 Upon written request of an employee, and where practicable, the personnel file of that employee shall be made available at reasonable intervals for an examination in the presence of an authorized representative of the Employer. Upon request, an employee will be given a copy of the documents requested from their personnel file.

29.05 The Employer shall maintain only one (1) personnel file for each employee. There shall be no disciplinary report or other disciplinary document relating to an employee's conduct or performance placed on that file unless a copy of the report or document has been given to the employee in accordance with Article 12-Suspension and Discipline.

ARTICLE 30

TECHNOLOGICAL CHANGE

30.01 The parties agree that they shall be governed by the definition of technological change as follows:

a) the introduction by the Employer into the work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the Employer in the operation of the work, undertaking or business; Or

b) a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to that equipment or material.

30.02 Whenever the Employer proposes to effect a technological change that is likely to affect either the terms and conditions or the security of employment of a significant number of the Employer's employees, the Employer shall give notice of the technological change to the PSAC at least one hundred and eighty (180) days prior to the date on which the technological change is to be affected.

30.03 The notice mentioned in clause 30.02 shall be given in writing and shall contain the following information:

- a) the nature of the technological change;
- b) the date upon which the Employer proposes to effect the technological change;
- c) the approximate number, type and location of employees likely to be affected by the change;
- d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employee affected;
- e) all pertinent data relating to the anticipated effects on employees; and
- f) such other information as is required by the Regulations made pursuant to the appropriate legislation.

30.04 Once the Employer has given the PSAC the notice described in 30.02, the Employer shall, on the request of the PSAC, provide the PSAC with a statement in writing setting out:

- a) a detailed description of the nature of the proposed technological change;
- b) the names of those employees who will initially be likely to be affected by the proposed technological change; and
- c) the rationale for the change.

30.05 During the notice period described in clause 30.02, the parties undertake to meet and hold constructive and meaningful joint consultations in an effort to reach agreement or solutions to the problems or implications occurring out of the technological change. Where such consultations involve technological change which is likely to affect security of employment, the change shall not be introduced until the parties have reached agreement or the matter is resolved by arbitration.

30.06 Where as a result of technological change, training (including both on-going and upgrading training) is required in order for the employees affected to perform the work, such training shall be provided by the Employer at no expense to the employee. The Employer will make every reasonable effort to provide such training during the employee's working hours. Salary and benefits in accordance with the Collective Agreement shall be maintained for employees engaged in such training.

ARTICLE 31

SICK LEAVE WITH PAY

31.01 No employee shall be adversely affected or disciplined for bona fide use of Sick Leave. The use of sick leave records for bona fide occupational requirements does not constitute an adverse affect.

31.02 Credits

Employees will ear sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which the employee received pay.).

Granting of Sick Leave

31.03 An employee shall be granted sick leave with pay at 100% of the employee's normal rate of pay when they are unable to perform their duties because of illness or injury or disabled or quarantined by virtue of being exposed to a contagious disease. provided that:

- a) they satisfy the Employer of this condition in such manner and at such time as may be determined by the Employer; and
- b) they have the necessary sick leave credits.

31.04 When an employee has insufficient credits to cover the granting of sick leave with pay under clause 31.03, sick leave with pay may be advanced to an employee. The Employer shall not unreasonably deny the advance of sick leave credits.

31.05 a) Unless otherwise advised in advance and for valid reason, a statement signed by the employee stating that because of illness or injury they were unable to perform their duties shall, when provided to the Employer, be considered as meeting the requirements of clause 31.03 if the period of leave requested does not exceed five (5) days and the total number of days of sick leave with pay in a year does not exceed ten (10) days. The Employer may extend the above time limits based on individual circumstances.

b) Where an employee requires a medical certificate as per a) above, the employee will submit a certificate upon return to work.

31.06 Return of Credits When Injury on Duty is Approved

When an employee is granted sick leave with pay and injury-on-duty leave is subsequently approved for the period, it shall be considered, for the purpose of calculating sick leave credits, that the employee was not granted sick leave with pay.

31.07 Return of Credits During Period of Compensatory Leave

Where in respect of any period of compensatory leave, an employee is granted sick leave with pay on the production of a medical certificate, the period of compensatory leave so

displaced shall either be added to the compensatory leave period if requested by the employee and approved by the Employer or reinstated for use at a later date.

ARTICLE 32

BREAK IN SERVICE AND EMPLOYMENT

- 32.01 Service and employment will be terminated when an employee:
- a) resigns ; or
 - b) is permanently laid off following negotiations with the PSAC ; or
 - c) is discharged for just, reasonable and sufficient cause; or
 - d) abandons their position by failing to report for duty for seven (7) consecutive days unless the employee provides an explanation for their absence which is satisfactory to the Employer; or,
 - e) **will not be enrolled in the upcoming academic year for the purpose of spring hiring.**

ARTICLE 33

HEALTH AND SAFETY

- 33.01 The parties recognize an employee's right to working conditions which show respect for their health, safety and physical well-being. As a consequence, every reasonable effort shall be deployed to prevent and correct any situation and any conduct liable to compromise the health and safety of employees or deteriorate the work environment.
- 33.02 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace and to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.
- 33.03 The PSAC, in co-operation with the Employer will encourage employees to work in a safe manner and will promote a safe and healthy work environment.
- 33.04 Employees are also responsible for taking the necessary measures to ensure their health, safety and physical well-being and must inform their supervisor if a protective device or apparatus is missing or defective or when any situation occurs which might endanger in any way either the employee, another employee or any other person.
- 33.05 The Employer and the PSAC agree that work practices shall be governed by all applicable provincial legislation and regulations, this Collective Agreement and

any other safe work procedures which the Employer has developed with, or in accordance with, the recommendations of the Joint Workplace Health and Safety Committee. The Employer must develop and issue safe work procedures in consultation with the Joint Workplace Health and Safety Committee.

33.06 The Employer and the PSAC share the common intention and desire to insure that all employees are made aware of their rights and obligations respecting health and safety contained in the applicable provincial legislation and regulations as well as in this Collective Agreement and in Safe Work Procedures of the Employer .

33.07 Any right or benefit, not stipulated in this Article and conferred on the employees of the Employer by any legislation or regulation applicable to the parties in connection with health, safety or the environment of the workplace, is deemed to be an integral part of this Article.

33.08 The Employer agrees to provide, at no expense to the employee, appropriate transportation to the nearest physician or hospital and from there to their home or place of work, depending on the decision of the attending physician, when such services are immediately required for an employee as a result of:

- a) injury on the job; or
- b) a heart attack or other serious ailment which occurs on the job.

The Employer shall notify the Local of incidents of this nature.

- 33.09
- a) An employee who is pregnant, or believes she is pregnant, or who is nursing may cease to perform her job if she believes that, by reason of the pregnancy or nursing, continuing any of her current job functions may pose a risk to her health or to that of the fetus or child. On being informed of the cessation, the Employer, with the consent of the employee, shall notify the workplace committee or the health and safety representative.
 - b) The employee must consult with a qualified medical practitioner of her choice as soon as possible to establish whether continuing any of her current job functions poses a risk to her health or to that of the fetus or child.
 - c) Without prejudice to any other right conferred by appropriate legislation, or by this Collective Agreement, or by any other terms and conditions of employment, once the medical practitioner has established that there is a risk as described in subsection (a), the employee may continue to cease to perform her job under subsection (a).

- d) For the period during which the employee does not perform her job under subsection (a), the Employer may, in consultation with the employee and her medical practitioner, reassign her to another job that would not pose a risk to her health or to that of the fetus or child.
- e) The employee, whether or not she has been reassigned to another job, is deemed to continue to hold the job that she held at the time she ceased to perform her job functions and shall continue to receive the wages and benefits that are attached to that job for the period during which she does not perform the job.

33.10 The Joint Workplace Health and Safety Committee will consist of two (2) representatives appointed by each party and will meet monthly ,or at the call of either party, to discuss and resolve all health and safety related issues in the workplace. The meetings shall be held during working hours and all employees shall be compensated for their time spent in attendance at the meeting.

ARTICLE 34

STANDARD OPERATING PROCEDURES

34.01 Standard Operating Procedures shall not contravene any relevant provincial legislation (Human Rights Act), regulations , or the Collective Agreement, and an allegation of such a contravention is subject to the grievance procedure.

ARTICLE 35

AGREEMENT RE-OPENER

35.01 This Agreement may be amended by mutual consent.

ARTICLE 36

DURATION

36.01 This Collective Agreement will be for a **three (3)** year term commencing **April 19, 2014**, and ending April 18, **2017**. Unless otherwise provided in the individual Memorandums of Agreement signed by the representatives of the parties, the provisions of this Agreement are effective on the date of **April 19, 2014**. Salary - Appendix "A" will be retroactive as contained in Appendix "A" and Appendix "B".

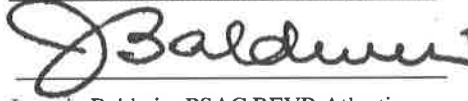
This Collective Agreement is effective on April 19, 2014 and signed at
Fredericton this 3rd day of September, 2015:


The Students' Union of St. Thomas University

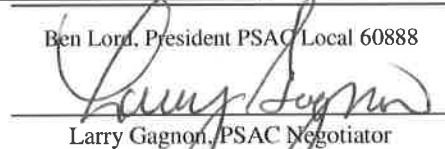

Megan Thomson, STUSU President


Ben Graham, STUSU vice President of Administration

Public Service Alliance of Canada


Jeannie Baldwin, PSAC REVP-Atlantic


Ben Lord, President PSAC Local 60888


Larry Gagnon, PSAC Negotiator

APPENDIX "A"

HOURLY RATES OF PAY

Effective Date	Step 1	Step2	Step3
April 19,2014	\$12.40	\$14.66	\$16.91
April 19, 2015	\$12.79	\$15.12	\$17.44
April 19, 2016	\$13.21	\$15.61	\$18.01

ANNUAL ECONOMIC INCREASES

April 19, 2014 3.15%

April 19, 2015 3.15%

April 19, 2016 3.25%

APPENDIX "B"

PAY NOTES

- i) Employees upon initial appointment shall be placed at Step 1 and shall progress to Step 2 at the earlier of their anniversary date or the beginning of the next work term where the employee was hired prior to Dec 31 of the work term.
- ii) **Employees at Step 2 and shall progress to Step 3 on their anniversary date.**
- iii) Employees hired with previous employment service with STUSU shall be placed at Step 2.
- iv) Retroactivity calculated in accordance with the Appendix "A" between **April 19, 2014 and the date of ratification** shall be paid for hours actually worked **or on leave with pay.**
- v) The economic increase shall be applied to scale, i.e. added to the Step Rates of pay in each year and this new rate shall then be the actual hourly rate of pay for that year.

APPENDIX "C" (Insert

copy of certificate)

**LETTER OF INTENT # 1
BETWEEN
THE STUDENT'S UNION OF ST. THOMAS UNIVERSITY
AND
PUBLIC SERVICE ALLIANCE OF CANADA**

Within ninety (90) days after the signing of the Collective Agreement, the parties agree to meet and jointly develop a classification system applicable to all positions within the bargaining unit. The joint development of the classification system shall be completed ninety (90) days prior to the expiry of the Collective Agreement for implementation for the purposes of negotiations for the next Collective Agreement.

IT IS AGREED:

1. That a joint committee be formed with a maximum of two (2) representatives being nominated by each party. Members will have equal status.
2. That the employees who participate as Committee Members do so without loss of salary, including preparation for and attendance at meetings. All Committee Members shall respect the confidentiality of the proceedings and shall not prematurely release the results of the new system of classification as it pertains to individual employees or positions. The results of the new system of classification as it pertains to individual positions shall be released simultaneously to all employees in the Bargaining Unit.
3. That a Job Evaluation Plan be devised by the committee which will include establishment of: appropriate rating factors and their use, and identifying and evaluating benchmark positions.
4. That the Job Evaluation plan will comply with relevant legislation and regulations ,e.g. human rights ,pay equity, etc..
5. That, based on recommendation by the Committee, the Employer will

seek consulting services as it deems necessary to provide technical support and research. The Union will also provide a PSAC Classification Officer with such technical expertise to assist this committee, at no cost to the Employer, for the duration of this LOI.

6. That the Committee be mandated:

- (a) to develop a communication plan to ensure employees are familiar with the process regarding the development of a new system of classification;
- (b) to obtain all the organizational information required to establish the plan; (e.g. job descriptions and/or questionnaires, organization charts, etc.).

7. That the new classification system will be implemented once approved by the Employer and the Public Service Alliance of Canada. At this point the committee's work is completed and it will be dissolved.

8. The Employer and the Public Service Alliance of Canada will then negotiate the conversion rules as deemed appropriate, the point boundaries and number of levels.

9. Employees who are adversely affected by the new classification system will be salary protected in accordance with the salary-protected provision of the Collective Agreement.

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

September_3rd, 2015

STUSU



PSAC



LETTER OF UNDERSTANDING #1
BETWEEN
THE STUDENT'S UNION OF ST. THOMAS UNIVERSITY
AND
PUBLIC SERVICE ALLIANCE OF
CANADA

Within (6) six months after signing of the Collective Agreement, the parties agree to meet and jointly develop an Employee Performance Review System applicable to all positions within the bargaining units. The parties will make every effort to complete the joint development of this system within (1) one year of the signing of the Collective Agreement. By mutual agreement, this period may be extended an additional three (3) months.

The provisions of such a system will include, but will not necessarily be limited to, the evaluation form, the written instructions which will be utilized in the review, the steps of the review process and the implementation date of the system.

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

September_3rd, 2015

STUSU



PSAC



**LETTER OF UNDERSTANDING
#2**

BETWEEN

THE STUDENT'S UNION OF ST. THOMAS UNIVERSITY

AND

**'PUBLIC-SERVICE ALLIANCE OF
CANADA**

The Employer agrees that should an employee be ineligible for the student health and dental plan the Employer shall reimburse the employee for the cost of obtaining their own plan coverage to a maximum of five hundred dollars (\$500) per work term.


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

September 3rd, 2015

STUSU



PSAC



LETTER OF UNDERSTANDING #3

BETWEEN

**THE STUDENT'S UNION OF ST. THOMAS UNIVERSITY
AND
PUBLIC SERVICE ALLIANCE OF CANADA**

PSAC Social Justice Fund

The Employer shall contribute one cent (\$0.01) per hour worked to the PSAC Social Justice Fund and such contribution will be made for all hours worked by each employee in the bargaining unit. Contributions to the Fund shall be made quarterly, in the month immediately following completion of each fiscal quarter in each year. This contribution shall be remitted by cheque to the Director, Finance Branch of the PSAC National Office.

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

September_3rd, 2015

STUSU



PSAC



LETTER OF UNDERSTANDING #4
BETWEEN
THE STUDENT'S UNION OF ST. THOMAS UNIVERSITY
AND
PUBLIC SERVICE ALLIANCE OF
CANADA

The Parties agree that Sub-clause 32.01 e) will not apply to Ben Lord, Terri-Lee Kitchen, Woody Brown or Emily Colley until September 15, 2016.

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

September_3rd, 2015

STUSU



PSAC



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