

**AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

**THE NEW BRUNSWICK CROWN COUNSEL ASSOCIATION INC.**

**AND**

**THE NEW BRUNSWICK CROWN PROSECUTORS ASSOCIATION INC.**

**EXPIRATION DATE: March 31, 2013**

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THIS AGREEMENT made this 30<sup>th</sup> day of January, 2013.

BETWEEN: THE NEW BRUNSWICK CROWN COUNSEL ASSOCIATION INC. AND THE NEW BRUNSWICK CROWN PROSECUTORS ASSOCIATION INC., hereinafter referred to as the "Associations"

AND: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK, as represented by Board of Management, 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 Associations, 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 "Association" means either the New Brunswick Crown Counsel Association Inc. or the New Brunswick Crown Prosecutors Association Inc.

1.02 "Association Agent" means The Professional Institute of the Public Service of Canada.

1.03 "Bargaining Unit" means all employees of the Employer covered by

(i) Certification No. PS-013-09, in the case of the New Brunswick Crown Counsel Association Inc.,

or

(ii) Certification No. PS-011-09, in the case of the New Brunswick Crown Prosecutors Association Inc.,

issued by the New Brunswick Labour and Employment Board on January 8, 2010.

1.04 "Employer" means Her Majesty in Right of the Province as represented by the Board of Management.

1.05 "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.

1.06 "Probationary Period" means the probationary period specified in the *Civil Service Act*.

1.07 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 Associations, 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 provisions of the Public Statute or Regulation shall prevail.

## **ARTICLE 4 – RECOGNITION**

4.01 The Employer recognizes the New Brunswick Crown Counsel Association Inc. as the exclusive Bargaining Agent for all employees described in New Brunswick Labour and Employment Board Certification Order Number PS-013-09, issued on January 8, 2010, covering all employees of the Employer in the Crown Counsel Group in the Scientific and Professional Occupational Category.

4.02 The Employer recognizes the New Brunswick Crown Prosecutors Association Inc. as the exclusive Bargaining Agent for all employees described in New Brunswick Labour and Employment Board Certification Order Number PS-011-09, issued on January 8, 2010, covering all employees of the Employer in the Crown Prosecutor 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 the 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 the functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement, are recognized by the Associations as being retained by the Employer.

## **ARTICLE 7 – ASSOCIATION SECURITY**

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

7.02 Clause 7.01 will be applied for present employees and the deductions from pay for each new employee will start with the first bi-weekly pay period following their commencement.

7.03 The sums deducted pursuant to this Article shall be remitted to the Associations prior to the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made.

7.04 Before the Employer is obligated to deduct any amount under this Article, the Associations must advise the Employer in writing of the amount of their regular dues. The amounts so advised shall continue to be the amounts to be deducted under this Article until changed by a further written notice to the Employer signed by the President of the Association, after which such changed amount shall be the amount to be deducted, and so on from time to time. The Employer will make every reasonable effort to make the requested change within fourteen (14) days of the written notice.

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

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

7.07 The Associations assume full responsibility for the disposition of any sums deducted from the wages of any employees and remitted to Associations 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:  
Assistant Deputy Minister  
Employee Relations Division  
Office of Human Resources  
P.O. Box 6000  
Fredericton, N.B.  
E3B 5H1

To the New Brunswick Crown Counsel Association Inc., in care of its President, at his or her office at the Employer's place of business.

The New Brunswick Crown Prosecutors Association Inc., in care of its President, at his or her office at the Employer's place of business.

To the Associations' Agent:  
The Professional Institute of the Public Service of Canada  
1718 Argyle Street, Suite 610  
Halifax, N.S.  
B3J 3N6

8.02 The Associations will notify the Employer of any change of President or Agent within fifteen (15) days of the change.

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

8.04 The Employer shall publish the collective agreement in both official languages on the Government of New Brunswick Intranet site. The Employer shall have reproduced sufficient copies of the agreement in both official languages so that each employee in the bargaining units may have a copy at a reasonable time after the execution of this agreement.

8.05 (a) The Employer shall prepare a list of employees in the bargaining units and shall make the list available to the Associations and their Agent during January of each year.

(b) The Employer shall provide the names and addresses of all new employees in the bargaining units within thirty (30) days of the start of employment.

(c) The Employer shall advise the respective Association and its Agent 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 Association, the Employer shall provide a copy of the 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 Association and its Agent of any change in policy within thirty (30) days.

8.09 The Employer shall provide bulletin board space for the use of the Associations at locations accessible to employees provided that the use of such boards is limited to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Associations.

## **ARTICLE 9 - NO DISCRIMINATION**

9.01 There shall be no discrimination, restraint or coercion exercised or practised upon any employee by either party because of membership or non-membership in the Associations, 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 Associations and the Employer recognize the right of 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 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 two (2) representatives of each Association 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 Within thirty (30) days of the date of signing of this agreement 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.

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 Associations 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 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 Association's Agent, unless otherwise advised by the Association, 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 Association representative or its Agent, 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 Association or its delegates, 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 if:

- (a) no reply is received within ten (10) days following the date on which the grievance was filed, or
- (b) no satisfactory settlement is received within ten (10) days following the date on which the grievance was presented under 12.05.

**STEP TWO:** Within ten (10) days from the expiration of the ten (10) day period referred to in Step One (a) or (b), the employee may file a grievance in writing with the person designated by the Employer as the second level in the grievance procedure.

The employee may proceed to Step Three if:

- (a) no reply is received within ten (10) days following the date on which the grievance was filed, or
- (b) no satisfactory settlement is received within ten (10) days following the date on which the grievance was presented under 12.05.

**STEP THREE:** Within ten (10) days following the expiration of the ten (10) day period referred to in Step Two, the employee may file a grievance in writing with the Deputy Attorney General. A proposed settlement of the grievance presented at Step One and Step Two and any replies must accompany the grievance when it is filed with the Deputy Attorney General. The Deputy Attorney General shall reply in writing to the employee within fifteen (15) days following the date the grievance was presented under 12.05 to the Deputy Attorney General. 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 Deputy Attorney General.

12.05 Unless otherwise agreed by the parties, a meeting will be held at each step in the grievance process, involving the grievor, the person designated by the employer and their representatives 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 either Association and the Employer may be submitted by the Association at Step Three.

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 may at his/her option, be accompanied by a representative of the Association or its Agent.

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 the Association or its delegate and the Employer or its delegate.

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 mailed by registered mail or sent electronically, if applicable. A grievance filed other than by personal service shall be addressed to the Deputy Attorney General's office.

12.11 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 the probationary period as defined in Article 1 – Definitions shall be disciplined except for just cause.

14.02 For the purpose of this article, discipline includes:

- (a) oral reprimand noted in the employee’s file;
- (b) written reprimand;
- (c) suspension with pay;
- (d) suspension without pay; or
- (e) discharge.

14.03 Prior to the disciplining of an employee, a meeting may be held. The employee will have the right to have present a representative of his/her Association or its Agent. The employee and the Association shall receive reasonable prior notice of the meeting.

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

14.05 Where an employee is suspended or discharged, the Employer shall within ten (10) days of the suspension or discharge notify the employee in writing by registered mail or by personal service stating the reason for the suspension or discharge.

14.06 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.

14.07 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 for a similar offence occurs within this eighteen (18) month period.

## **ARTICLE 16 – COMPETITIONS AND APPOINTMENTS**

16.01 (a) Before proceeding to competition to fill a vacancy within a bargaining unit, the Employer shall invite an internal expression of interest from permanent employees within that bargaining unit.

(b) An employee who is appointed to a position in accordance with (a) above is not eligible to apply for another expression of interest within six (6) months following commencement of their new assignment.

(c) A new employee appointed under 16.02 is not eligible to apply for an expression of interest within eighteen (18) months following commencement of their assignment.

16.02 (a) Subject to the provisions of *the Civil Service Act* and Regulations, 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 or on the bulletin board(s) in the buildings out of which the employees work, for a minimum of ten (10) working days. Notification of such competition shall be forwarded to the Associations.

(b) The notice referred to in clause 16.02(a) shall contain the following information;

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

16.03 In filling a vacancy pursuant to 16.02, the Employer will provide preference to employees within the bargaining units who possess the qualifications, ability and suitability 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 Association(s), 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 Branch of the Office of the Attorney General, seniority shall be considered in determining the layoff(s).

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 in accordance with paragraph 9(1)(b) of Regulation 84-229 under the *Civil Service Act*. A copy of the written notice shall be sent to the respective Association.

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

17.06 For a period of one year after an employee has been laid off, the employee's name shall be placed on eligibility lists for which the employee is qualified.

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

- (a) unused sick leave credits, and
- (b) years of service for purposes of calculating vacation leave and retirement allowance entitlement

that accumulated as of the date of layoff.

17.08 During the layoff period, an employee shall not accrue sick or vacation leave credits, or service for the purpose of retirement allowance entitlement.

17.09 Pursuant to subsection 63(2) of the *Public Service Labour Relations Act*, where a conflict occurs between this article and the *Civil Service Act*, the *Civil Service Act* shall prevail.

## 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. An employee may be required to work in excess of this amount, depending upon the nature of the employee's work.

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.

## ARTICLE 19 – OVERTIME

19.01 In lieu of overtime, all employees shall be entitled to time off with pay as follows:

(a) Effective December 31, 2010, an additional five (5) days to be taken before December 31, 2011 with pay-out of any unused portion by March 31, 2012.

(b) Effective December 31, 2011, and each December 31 thereafter, five (5) days to be taken before December 31 of the following year, with pay-out of any unused portion by March 31 of the next year.

(c) Effective December 31, 2010, and each December 31 thereafter, up to two (2) additional days to compensate employees in exceptional circumstances. Exceptional circumstances may include, for example, regular travel outside the employee's region of work, excessive workload, and urgent matters.

19.02 The Employer shall make every reasonable effort to grant leave earned under this Article to an employee at such times and of such duration as the employee requests. The employee shall make every reasonable effort to use compensatory leave earned in such a manner as to minimize cash liquidation.

## ARTICLE 20 – WAGES AND ALLOWANCES

20.01 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 the probationary period specified in the *Civil Service Act*.

**"Re-earnable Increment"** means a temporary payment equivalent to pay step increases authorized at the discretion of the Deputy Attorney General or designate.

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

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

#### 20.04 **Re-earnable Increments**

(a) An employee classified as Lawyer 3 or 4 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, and is not applicable for retirement allowance calculation. 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.

#### 20.05 **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 4.8%, 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.

20.06 **Acting Pay** - Where an employee is required to perform for a temporary period of one (1) month 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 increments 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 21 - TRAVEL POLICY**

21.01 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 22 - STATUTORY HOLIDAYS**

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

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

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

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

22.04 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.

22.05 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.

22.06 Where an employee has been notified by the Employer that the employee is required to work on a holiday listed under Article 22.01, 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 23 - VACATION LEAVE**

23.01 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.

23.02 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 ( $1 \frac{2}{3}$ ) days per calendar month of continuous employment for which he/she receives pay for at least eleven (11) days, excluding statutory holidays.

23.03 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 ( $2 \frac{1}{12}$ ) days per calendar month of continuous employment for which he/she receives pay for at least eleven (11) days, excluding statutory holidays.

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

23.05 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.

23.06 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.

23.07 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.

23.08 (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 (1<sup>st</sup>) and provided the Employer cannot schedule such leave prior to the expiry of the calendar year.

## **ARTICLE 24 - SICK LEAVE**

24.01 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.

24.02 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.

24.03 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.

24.04 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.

24.05 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.

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

24.07 An employee who was advanced sick leave under 24.05 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.

24.08 The parties agree that failure to comply with 24.07 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 25 – MATERNITY LEAVE**

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

25.02 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.

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

25.04 At the request of the employee, maternity leave shall commence at any time within eight (8) weeks prior to the expected date of delivery.

25.05 Notwithstanding clause 25.04, 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.

25.06 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 25.05, 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.

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

25.08 When an employee on maternity leave wishes to return to work earlier than provided for under 25.01, 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.

25.09 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.

25.10 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 retirement allowance and 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.

25.11 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.

25.12 An employee with one 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 two (2) week 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.

25.13 "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.

25.14 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 25.12 on a pro rata basis.

## **ARTICLE 26 - CHILD CARE LEAVE**

26.01 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 thirty-seven (37) weeks.

26.02 The child care leave referred to in 26.01 shall commence no earlier than the date on which the newborn comes into the employee's care and shall end: (a) no later than thirty-seven (37) weeks after this date, or (b) no later than fifty-two (52) weeks when combined with maternity leave.

26.03 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.

26.04 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.

26.05 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 thirty-seven (37) weeks.

26.06 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.

26.07 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 retirement allowance and 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.

26.08 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.

26.09 When an employee on child care leave wishes to return to work earlier than provided for under 26.02, 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.

26.10 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 27 - ADOPTION LEAVE**

27.01 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 thirty-seven (37) weeks.

27.02 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.

27.03 The adoption leave referred to in 27.01 shall commence on the date on which the adoptive child comes into the employee's care and shall end no later than thirty-seven (37) weeks after this date.

27.04 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 thirty-seven (37) weeks.

27.05 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.

27.06 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 retirement allowance and 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.

27.07 (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 27.09 (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 27.09, provided the employee submits postdated cheques prior to commencing adoption leave for both shares of the premiums.

27.08 When an employee on adoption leave wishes to return to work earlier than provided for under 27.03, 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.

27.09 An employee with one 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 two (2) week 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.

27.10 "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.

27.11 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 27.09 on a pro rata basis.

27.12 If both parents are employees, the benefits referred to in 27.09 shall apply to one employee only.

## **ARTICLE 28 – COMPASSIONATE LEAVE**

28.01 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.

28.02 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 29 – BEREAVEMENT LEAVE**

29.01 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, grandmother, grandfather, grandson, granddaughter, father-in-law,

mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, stepchild 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.

29.02 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 29.01 (a) or to carry out executor/ administrator of estate duties which the employee may be obliged to perform following the death of such relative.

## **ARTICLE 30 – COURT LEAVE**

30.01 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.

30.02 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.

30.03 (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 31 – EMERGENCY LEAVE**

31.01 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 32 – FAMILY RESPONSIBILITY LEAVE**

32.01 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 33 – PALLBEARER LEAVE**

33.01 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 day.

## **ARTICLE 34 – LEAVE FOR ASSOCIATION BUSINESS**

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

34.02 An Association 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.

34.03 Where operational requirements permit, the Employer shall grant two days' leave without pay per year to Association Stewards to undertake training related to the duties of an Association Steward.

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

34.05 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.

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

34.07 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.

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

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

34.10 When leave without pay is granted under this Article, the Employer shall continue to pay the employee or Association Steward and the Association shall reimburse the Employer. Employees and Association Stewards shall continue to accumulate seniority and other benefits while on such leave without pay for Association business.

## **ARTICLE 35 – ADDITIONAL LEAVE**

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

## **ARTICLE 36 – VOLUNTEER LEAVE**

36.01 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.

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

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

## **ARTICLE 37 – LEAVE OF ABSENCE WITHOUT PAY**

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

37.02 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 38 – HEALTH AND SAFETY**

38.01 The parties agree that the provisions of the *Occupational Health and Safety Act* apply to these bargaining units.

38.02 A joint Health and Safety Committee shall be constituted in accordance with the *Occupational Health and Safety Act*. The Committee shall:

- (a) have representation from the Associations;
- (b) be involved in the establishment and enforcement of policies involving safety practices;
- (c) keep the employees informed of all policies involving safety practices;
- (d) maintain an appropriate bulletin board for the exclusive use of the Committee;
- (e) carry out safety inspections and investigate reported unsafe conditions; and
- (f) post minutes of all Committee meetings on bulletin boards.

38.03 No employee who is a member of the Committee shall suffer any loss of regular pay or benefit for time spent attending meetings of the 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 units 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 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 – RETIREMENT ALLOWANCE**

40.01 (a) When an employee having continuous service of five (5) years or more retires due to disability, age or death, or is laid off, the Employer shall pay the employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of service but not exceeding one hundred and twenty-five (125) days' pay, which when granted will be paid in a lump sum at the employee's regular rate of pay.

(b) When an employee retires due to disability, age or death, the retirement allowance shall be paid in a lump sum no later than twenty-four (24) months following the date of retirement or death. When an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date of layoff.

(c) For the purpose of retirement allowance, in the absence of mutual agreement respecting an employee's permanent disability, a Board of Doctors shall be appointed. The Board shall be composed of one doctor appointed by the Association, one doctor appointed by the Employer and one doctor selected by the two so appointed, who shall be the Chair. The Board so constituted shall decide whether or not an employee is permanently disabled and its decision shall be final and binding on the parties. The expenses of this Board shall be paid for in the same manner as if it were an Adjudication Board. If the permanent disability of an employee has been established under the *Workplace Health, Safety and Compensation Commission Act* or the *Canada Pension Act*, a Board of Doctors under this Article shall not be required.

40.02 Employees qualifying for and electing early retirement under the *Public Service Superannuation Act* shall be entitled to a retirement allowance.

40.03 At the option of the employee, retirement allowance may be taken in the form of pre-retirement leave in accordance with Schedule C.

### **ARTICLE 41– TRANSFER OF BENEFITS**

41.01 Upon appointment to Part I from Parts II, III or IV of 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 240 days credit,

(b) transfer unused vacation leave credits or to take cash in lieu, at the employee's option,

(c) include the number of years continuous employment in the Public Service for purposes of calculating vacation leave and retirement allowance entitlements. The total number of years of continuous employment cannot be included when the employee's terms and conditions of employment immediately prior to transfer did not include a retirement allowance provision, and

(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 42 – TECHNOLOGICAL CHANGE**

42.01 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.

42.02 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.

42.03 (a) The Employer will give the Associations 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 42.03 (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 Associations concerning the effects of technological change referred to in clause 42.01 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.

42.04 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 43 – SENIORITY**

43.01 Seniority for the purpose of this agreement is defined as the length of service from date of hiring as an employee, subject to Article 43.04 (a) and (b).

43.02 A seniority list showing employee names, classification, total days of seniority, commencement date and work location shall be posted by seniority on appropriate bulletin boards during February of each year. Employees may request a review of their placement on the seniority list within thirty (30) days of its posting.

43.03 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.

43.04 (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 (½) 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 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 sent by registered mail to the address on record with the Employer, 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.

43.05 Where an employee accepts 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 44 – PERSONAL LIABILITY PROTECTION**

44.01 (a) Where an employee is:

- (i) alleged to have committed a tort, including malicious prosecution,
- (ii) charged with a criminal or any other offense, or
- (iii) alleged to have breached the Law Society of New Brunswick Code of Professional Conduct (the "Code"),

the Employer shall defend, negotiate or settle the claim. When necessary, the Employer shall pay all loss or damages, costs and expenses provided the employee has acted in good faith and within the scope of employment.

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

(c) In such cases, counsel shall be appointed by the Deputy Attorney General. 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 Assistant Deputy Attorney General for the Deputy Attorney General's consideration. Appointed counsel shall represent the interests of both the employee and the Employer.

44.02 Except where an employee is charged with a criminal or any other offence or alleged to have breached 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.

44.03 In the event the Employer is required to make a payment on behalf of an employee pursuant to this article, the Employer will not seek indemnification from the employee.

44.04 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 Assistant Deputy Attorney General.

## **ARTICLE 45 - DURATION AND TERMINATION**

45.01 This agreement shall be for a term commencing April 1, 2011, and ending March 31, 2013, unless otherwise specifically provided for in this agreement.

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 **Pay Entitlement of Former Employees** - 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 position.

45.04 When an employee who is entitled to receive pay or retirement allowance 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 30<sup>th</sup> DAY OF JANUARY 2013.

FOR THE NEW BRUNSWICK  
CROWN COUNSEL ASSOCIATION INC.

Eric P. Boucher

Karen Caverhill

William Gould

\_\_\_\_\_

André Lortie

Gary Corbett

\_\_\_\_\_

\_\_\_\_\_

FOR THE NEW BRUNSWICK  
CROWN PROSECUTORS ASSOCIATION INC.

Chris T. Titus

Patrick Wilbur

Sébastien Michaud

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

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FOR THE EMPLOYER

Hon. Troy Lifford

Hon. Marie-Claude Blais

Frédéric Finn

Nancy Forbes

Elizabeth Strange

Pierre Castonguay

Julie Comeau

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## SCHEDULE A

### BIWEEKLY RATES OF PAY EFFECTIVE: APRIL 1, 2011 (1%)

Lawyer 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
	1637	1655	1678	1696	1715	1738	1757	1781	1800	1822	1845	1865	
	42562	43030	43628	44096	44590	45188	45682	46306	46800	47372	47970	48490	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
	1890	1911	1935	1958	1980	2006	2029	2055	2078	2104	2128	2155	
	49140	49686	50310	50908	51480	52156	52754	53430	54028	54704	55328	56030	
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)			
	2180	2207	2232	2259	2287	2315	2342	2369	2399	2427			
	56680	57382	58032	58734	59462	60190	60892	61594	62374	63102			
	Lawyer 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
		2544	2569	2595	2621	2647	2674	2700	2727	2754	2783	2810	2837
		66144	66794	67470	68146	68822	69524	70200	70902	71604	72358	73060	73762
(13)		(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
2867		2896	2923	2953	2984	3012	3042	3074	3105	3134	3166	3199	
74542		75296	75998	76778	77584	78312	79092	79924	80730	81484	82316	83174	
(25)		(26)	(27)	(28)	(29)	(30)	(31)						
3230		3261	3296	3329	3359	3396	3430						
83980		84786	85696	86554	87334	88296	89180						

SCHEDULE A  
BIWEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2011 (1%)

Lawyer 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3465	3510	3551	3597	3639	3679	3726	3769	3817	3861	3907	3954
	90090	91260	92326	93522	94614	95654	96876	97994	99242	100386	101582	102804
						<b>CPM</b>				<b>Disc. Max</b>		
	(13)	(14)	(15)	(16)	(17)	<b>(18)</b>	(19)	(20)	(21)	<b>(22)</b>	(23)	(24)
	4000	4049	4097	4148	4196	4247	4298	4350	4402	4454	4508	4562
	104000	105274	106522	107848	109096	110422	111748	113100	114452	115804	117208	118612
	(25)	(26)										
	4617	4678										
	120042	121628										
Lawyer 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3597	3639	3679	3726	3769	3817	3861	3907	3954	4000	4049	4097
	93522	94614	95654	96876	97994	99242	100386	101582	102804	104000	105274	106522
							<b>CPM</b>				<b>Disc. Max</b>	
	(13)	(14)	(15)	(16)	(17)	(18)	<b>(19)</b>	(20)	(21)	(22)	<b>(23)</b>	(24)
	4148	4196	4247	4298	4350	4402	4454	4508	4562	4617	4678	4735
	107848	109096	110422	111748	113100	114452	115804	117208	118612	120042	121628	123110
	(25)	(26)	(27)									
	4790	4848	4906									
	124540	126048	127556									

**Upon appointment as a Practice Group Coordinator, an employee paid at any step in Lawyer 3 or 4 may be granted, at the discretion of the Deputy Head, a responsibility allowance of up to an additional four steps in the pay range. The control point maximum for Practice Group Coordinator is therefore step 22 in Lawyer 3 pay range and step 23 in Lawyer 4 pay range. The responsibility allowance is considered part of base pay. Payment of the responsibility allowance is for the duration of appointment as a Practice Group Coordinator. The pay of an employee who is no longer a Practice Group Coordinator will revert back to the normal control point maximum for the pay range. Steps 23-26 in Lawyer 3 pay range and steps 24-27 in the Lawyer 4 pay range are re-earnable increments restricted to Practice Group Coordinators.**

SCHEDULE A  
 BIWEEKLY RATES OF PAY  
 EFFECTIVE: OCTOBER 1, 2011 (1%)

Lawyer 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
	1653	1672	1695	1713	1732	1755	1775	1799	1818	1840	1863	1884	
	42978	43472	44070	44538	45032	45630	46150	46774	47268	47840	48438	48984	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
	1909	1930	1954	1978	2000	2026	2049	2076	2099	2125	2149	2177	
	49634	50180	50804	51428	52000	52676	53274	53976	54574	55250	55874	56602	
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)			
	2202	2229	2254	2282	2310	2338	2365	2393	2423	2451			
	57252	57954	58604	59332	60060	60788	61490	62218	62998	63726			
	Lawyer 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
		2569	2595	2621	2647	2673	2701	2727	2754	2782	2811	2838	2865
		66794	67470	68146	68822	69498	70226	70902	71604	72332	73086	73788	74490
(13)		(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
2896		2925	2952	2983	3014	3042	3072	3105	3136	3165	3198	3231	
75296		76050	76752	77558	78364	79092	79872	80730	81536	82290	83148	84006	
(25)		(26)	(27)	(28)	(29)	(30)	(31)						
3262		3294	3329	3362	3393	3430	3464						
84812		85644	86554	87412	88218	89180	90064						

SCHEDULE A  
BIWEEKLY RATES OF PAY

EFFECTIVE: OCTOBER 1, 2011 (1%)

Lawyer 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3500	3545	3587	3633	3675	3716	3763	3807	3855	3900	3946	3994
	91000	92170	93262	94458	95550	96616	97838	98982	100230	101400	102596	103844
						<b>CPM</b>				<b>Disc.</b>		
						<b>(18)</b>				<b>Max</b>		
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4040	4089	4138	4189	4238	4289	4341	4394	4446	4499	4553	4608
	105040	106314	107588	108914	110188	111514	112866	114244	115596	116974	118378	119808
	(25)	(26)										
	4663	4725										
	121238	122850										
Lawyer 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3633	3675	3716	3763	3807	3855	3900	3946	3994	4040	4089	4138
	94458	95550	96616	97838	98982	100230	101400	102596	103844	105040	106314	107588
											<b>Disc.</b>	
							<b>CPM</b>				<b>Max</b>	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4189	4238	4289	4341	4394	4446	4499	4553	4608	4663	4725	4782
	108914	110188	111514	112866	114244	115596	116974	118378	119808	121238	122850	124332
	(25)	(26)	(27)									
	4838	4896	4955									
	125788	127296	128830									

Upon appointment as a Practice Group Coordinator, an employee paid at any step in Lawyer 3 or 4 may be granted, at the discretion of the Deputy Head, a responsibility allowance of up to an additional four steps in the pay range. The control point maximum for Practice Group Coordinator is therefore step 22 in Lawyer 3 pay range and step 23 in Lawyer 4 pay range. The responsibility allowance is considered part of base pay. Payment of the responsibility allowance is for the duration of appointment as a Practice Group Coordinator. The pay of an employee who is no longer a Practice Group Coordinator will revert back to the normal control point maximum for the pay range. Steps 23-26 in Lawyer 3 pay range and steps 24-27 in the Lawyer 4 pay range are re-earnable increments restricted to Practice Group Coordinators.

SCHEDULE A  
 BIWEEKLY RATES OF PAY  
 EFFECTIVE: APRIL 1, 2012 (1%)

Lawyer 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1670	1689	1712	1730	1749	1773	1793	1817	1836	1858	1882	1903
	43420	43914	44512	44980	45474	46098	46618	47242	47736	48308	48932	49478
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	1928	1949	1974	1998	2020	2046	2069	2097	2120	2146	2170	2199
	50128	50674	51324	51948	52520	53196	53794	54522	55120	55796	56420	57174
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)		
	2224	2251	2277	2305	2333	2361	2389	2417	2447	2476		
	57824	58526	59202	59930	60658	61386	62114	62842	63622	64376		
Lawyer 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	2595	2621	2647	2673	2700	2728	2754	2782	2810	2839	2866	2894
	67470	68146	68822	69498	70200	70928	71604	72332	73060	73814	74516	75244
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2925	2954	2982	3013	3044	3072	3103	3136	3167	3197	3230	3263
	76050	76804	77532	78338	79144	79872	80678	81536	82342	83122	83980	84838
	(25)	(26)	(27)	(28)	(29)	(30)	(31)					
	3295	3327	3362	3396	3427	3464	3499					
	85670	86502	87412	88296	89102	90064	90974					

SCHEDULE A  
BIWEEKLY RATES OF PAY  
EFFECTIVE: APRIL 1, 2012 (1%)

Lawyer 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3535	3580	3623	3669	3712	3753	3801	3845	3894	3939	3985	4034
	91910	93080	94198	95394	96512	97578	98826	99970	101244	102414	103610	104884
						<b>CPM</b>				<b>Disc. Max</b>		
	(13)	(14)	(15)	(16)	(17)	<b>(18)</b>	(19)	(20)	(21)	<b>(22)</b>	(23)	(24)
	4080	4130	4179	4231	4280	4332	4384	4438	4490	4544	4599	4654
	106080	107380	108654	110006	111280	112632	113984	115388	116740	118144	119574	121004
	(25)	(26)										
	4710	4772										
	122460	124072										
Lawyer 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3669	3712	3753	3801	3845	3894	3939	3985	4034	4080	4130	4179
	95394	96512	97578	98826	99970	101244	102414	103610	104884	106080	107380	108654
							<b>CPM</b>				<b>Disc. Max</b>	
	(13)	(14)	(15)	(16)	(17)	(18)	<b>(19)</b>	(20)	(21)	(22)	<b>(23)</b>	(24)
	4231	4280	4332	4384	4438	4490	4544	4599	4654	4710	4772	4830
	110006	111280	112632	113984	115388	116740	118144	119574	121004	122460	124072	125580
	(25)	(26)	(27)									
	4886	4945	5005									
	127036	128570	130130									

Upon appointment as a Practice Group Coordinator, an employee paid at any step in Lawyer 3 or 4 may be granted, at the discretion of the Deputy Head, a responsibility allowance of up to an additional four steps in the pay range. The control point maximum for Practice Group Coordinator is therefore step 22 in Lawyer 3 pay range and step 23 in Lawyer 4 pay range. The responsibility allowance is considered part of base pay. Payment of the responsibility allowance is for the duration of appointment as a Practice Group Coordinator. The pay of an employee who is no longer a Practice Group Coordinator will revert back to the normal control point maximum for the pay range. Steps 23-26 in Lawyer 3 pay range and steps 24-27 in the Lawyer 4 pay range are re-earnable increments restricted to Practice Group Coordinators.



SCHEDULE A  
 BIWEEKLY RATES OF PAY  
 EFFECTIVE: OCTOBER 1, 2012 (1%)

Lawyer 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	
	1687	1706	1729	1747	1766	1791	1811	1835	1854	1877	1901	1922	
	43862	44356	44954	45422	45916	46566	47086	47710	48204	48802	49426	49972	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
	1947	1968	1994	2018	2040	2066	2090	2118	2141	2167	2192	2221	
	50622	51168	51844	52468	53040	53716	54340	55068	55666	56342	56992	57746	
	(25)	(26)	(27)	(28)	(29)	(30)	(31)	(32)	(33)	(34)			
	2246	2274	2300	2328	2356	2385	2413	2441	2471	2501			
	58396	59124	59800	60528	61256	62010	62738	63466	64246	65026			
	Lawyer 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
		2621	2647	2673	2700	2727	2755	2782	2810	2838	2867	2895	2923
		68146	68822	69498	70200	70902	71630	72332	73060	73788	74542	75270	75998
(13)		(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)	
2954		2984	3012	3043	3074	3103	3134	3167	3199	3229	3262	3296	
76804		77584	78312	79118	79924	80678	81484	82342	83174	83954	84812	85696	
(25)		(26)	(27)	(28)	(29)	(30)	(31)						
3328		3360	3396	3430	3461	3499	3534						
86528		87360	88296	89180	89986	90974	91884						

SCHEDULE A  
BIWEEKLY RATES OF PAY

EFFECTIVE: OCTOBER 1, 2012 (1%)

Lawyer 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3570	3616	3659	3706	3749	3791	3839	3883	3933	3978	4025	4074
	92820	94016	95134	96356	97474	98566	99814	100958	102258	103428	104650	105924
						<b>CPM</b>				<b>Disc.</b>		
						<b>(18)</b>				<b>Max</b>		
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4121	4171	4221	4273	4323	4375	4428	4482	4535	4589	4645	4701
	107146	108446	109746	111098	112398	113750	115128	116532	117910	119314	120770	122226
	(25)	(26)										
	4757	4820										
	123682	125320										
Lawyer 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3706	3749	3791	3839	3883	3933	3978	4025	4074	4121	4171	4221
	96356	97474	98566	99814	100958	102258	103428	104650	105924	107146	108446	109746
											<b>Disc.</b>	
						<b>CPM</b>					<b>Max</b>	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4273	4323	4375	4428	4482	4535	4589	4645	4701	4757	4820	4878
	111098	112398	113750	115128	116532	117910	119314	120770	122226	123682	125320	126828
	(25)	(26)	(27)									
	4935	4994	5055									
	128310	129844	131430									

Upon appointment as a Practice Group Coordinator, an employee paid at any step in Lawyer 3 or 4 may be granted, at the discretion of the Deputy Head, a responsibility allowance of up to an additional four steps in the pay range. The control point maximum for Practice Group Coordinator is therefore step 22 in Lawyer 3 pay range and step 23 in Lawyer 4 pay range. The responsibility allowance is considered part of base pay. Payment of the responsibility allowance is for the duration of appointment as a Practice Group Coordinator. The pay of an employee who is no longer a Practice Group Coordinator will revert back to the normal control point maximum for the pay range. Steps 23-26 in Lawyer 3 pay range and steps 24-27 in the Lawyer 4 pay range are re-earnable increments restricted to Practice Group Coordinators.

SCHEDULE A  
 BIWEEKLY RATES OF PAY  
 EFFECTIVE: JANUARY 30, 2013 (Grid Change)

Lawyer 1	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	1877	1901	1922	1947	1968	1994	2018	2040	2066	2090	2118	2141
	48802	49426	49972	50622	51168	51844	52468	53040	53716	54340	55068	55666
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2167	2192	2221	2246	2274	2300	2328	2356	2385	2413	2441	2471
	56342	56992	57746	58396	59124	59800	60528	61256	62010	62738	63466	64246
	(25)											
	2501											
	65026											
Lawyer 2	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	2621	2647	2673	2700	2727	2755	2782	2810	2838	2867	2895	2923
	68146	68822	69498	70200	70902	71630	72332	73060	73788	74542	75270	75998
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	2954	2984	3012	3043	3074	3103	3134	3167	3199	3229	3262	3296
	76804	77584	78312	79118	79924	80678	81484	82342	83174	83954	84812	85696
	(25)	(26)	(27)	(28)	(29)	(30)	(31)					
	3328	3360	3396	3430	3461	3499	3534					
	86528	87360	88296	89180	89986	90974	91884					

SCHEDULE A  
BIWEEKLY RATES OF PAY

EFFECTIVE : JANUARY 30, 2013 (Grid Changes)

Lawyer 3	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3570	3616	3659	3706	3749	3791	3839	3883	3933	3978	4025	4074
	92820	94016	95134	96356	97474	98566	99814	100958	102258	103428	104650	105924
						<b>CPM</b>				<b>Disc.</b>		
						<b>(18)</b>				<b>Max</b>		
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4121	4171	4221	4273	4323	4375	4428	4482	4535	4589	4645	4701
	107146	108446	109746	111098	112398	113750	115128	116532	117910	119314	120770	122226
	(25)	(26)										
	4757	4820										
	123682	125320										
Lawyer 4	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)
	3706	3749	3791	3839	3883	3933	3978	4025	4074	4121	4171	4221
	96356	97474	98566	99814	100958	102258	103428	104650	105924	107146	108446	109746
											<b>Disc.</b>	
							<b>CPM</b>				<b>Max</b>	
	(13)	(14)	(15)	(16)	(17)	(18)	(19)	(20)	(21)	(22)	(23)	(24)
	4273	4323	4375	4428	4482	4535	4589	4645	4701	4757	4820	4878
	111098	112398	113750	115128	116532	117910	119314	120770	122226	123682	125320	126828
	(25)	(26)	(27)									
	4935	4994	5055									
	128310	129844	131430									

**Upon appointment as a Practice Group Coordinator, an employee paid at any step in Lawyer 3 or 4 may be granted, at the discretion of the Deputy Head, a responsibility allowance of up to an additional four steps in the pay range. The control point maximum for Practice Group Coordinator is therefore step 22 in Lawyer 3 pay range and step 23 in Lawyer 4 pay range. The responsibility allowance is considered part of base pay. Payment of the responsibility allowance is for the duration of appointment as a Practice Group Coordinator. The pay of an employee who is no longer a Practice Group Coordinator will revert back to the normal control point maximum for the pay range. Steps 23-26 in Lawyer 3 pay range and steps 24-27 in the Lawyer 4 pay range are re-earnable increments restricted to Practice Group Coordinators.**

## SCHEDULE B

### Eligibility for Merit Increases

#### **Lawyer 1 and 2**

##### **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 Deputy Attorney General 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 Deputy Attorney General 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 and 4**

##### **Normal progression - reviewed annually**

Employee's first anniversary date	May receive up to two (2) pay steps; at the discretion of the Deputy Attorney General 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 Deputy Attorney General 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.

## SCHEDULE C

### PRE RETIREMENT LEAVE PLAN

**THE NUMBER OF DAYS RETIREMENT ALLOWANCE CREDIT  
WHICH MAY BE USED AS LEAVE BEFORE RETIREMENT  
INSTEAD OF TAKEN IN CASH AT TIME OF RETIREMENT  
- CHOICE AT EMPLOYEE'S OPTION**

NO. DAYS ENTITLEMENT AT RETIREMENT	NUMBER OF YEARS PRIOR TO RETIREMENT				
	5	4	3	2	1
25	2	3	4	6	10
30	2	4	5	7	12
35	3	4	6	8	14
40	3	5	6	10	16
45	4	5	7	11	18
50	4	6	8	12	20
55	4	7	9	13	22
60	5	7	10	14	24
65	5	8	10	16	26
70	6	8	11	17	28
75	6	9	12	18	30
80	6	10	13	19	32
85	7	10	14	20	34
90	7	11	14	22	36
95	8	11	15	23	38
100	8	12	16	24	40
105	8	13	17	25	42
110	9	13	18	26	44
115	9	14	18	28	46
120	10	14	19	29	48
125	10	15	20	30	50

1. Any retirement allowance days not used in the year in which they could have been may be carried over for use in any subsequent year.
2. Retirement allowance days not used at the date of retirement will be paid in cash.
3. In order to allow for orderly work scheduling, a request to use retirement allowance days should be submitted to the employee's supervisor twice as many working days in advance as the number of retirement allowance days being requested, eg. a request to use 25 days should be submitted at least 50 days in advance.
4. A person must compensate the Province for retirement leave which was taken but which the person was not eligible to receive, and the amount of the compensation is to be calculated using the employee's rate of pay at termination.
5. Retirement allowance days may be taken in the calendar year in which the entitlement provision applies.

# LETTER OF AGREEMENT

Between

Board of Management

And

**The New Brunswick Crown Prosecutors Association Inc.**

Whereas the Parties recognize that as a result of the New Brunswick Court of Appeal decision in *R. v. MacPherson* (1995), 166 N.B.R. 2d 81, Crown Prosecutors are required to attend remand court on weekends and statutory holidays, and

Whereas the provisions of Articles 19 (Overtime) and Article 22 (Statutory Holidays) in the collective agreement apply to both bargaining units in circumstances not related to weekend and statutory holiday remand court,

the Parties therefore agree:

1.01 Notwithstanding the provisions of Article 19 – Overtime, compensation for weekend remand court for Crown Prosecutors shall be as follows:

(a) Where operational requirements permit, the equivalent of one (1) day in lieu may be taken by a Crown Prosecutor for each scheduled Saturday and Sunday remand court sitting;

(b) Reimbursement at the end of each fiscal year at the rate of one hundred percent (100%) of the lawyer's daily salary for each scheduled Saturday and Sunday remand court sitting for those remand days not taken off as days in lieu during the fiscal year.

1.02 Notwithstanding the provisions in 22.06 of Article 22 – Statutory Holidays, compensation for statutory holiday remand court for Crown Prosecutors shall be as follows:

(a) Where operational requirements permit, the equivalent of two (2) days in lieu may be taken by a Crown Prosecutor for each scheduled statutory holiday remand court sitting;

(b) Reimbursement at the end of each fiscal year at the rate of one hundred and fifty percent (150%) of the lawyer's daily salary for each scheduled statutory holiday remand court sitting for those remand days not taken off as days in lieu during the fiscal year.

Dated this 30<sup>th</sup> day of January 2013.

FOR THE NEW BRUNSWICK  
CROWN PROSECUTORS ASSOCIATION INC.

Chris T. Titus

Patrick Wilbur

Sébastien Michaud

\_\_\_\_\_

André Lortie

Gary Corbett

\_\_\_\_\_

FOR THE EMPLOYER

Hon. Troy Lifford

Hon. Marie-Claude Blais

Frédéric Finn

Nancy Forbes

Elizabeth Strange

Pierre Castonguay

Julie Comeau



# MEMORANDUM OF UNDERSTANDING

Between

Board of Management

And

**The New Brunswick Crown Counsel Association Inc. and  
The New Brunswick Crown Prosecutors Association Inc.**

## Contracting Out and Workload

The Employer agrees to give the Association(s) one hundred and eighty (180) days' notice in writing of its intention to contract out any bargaining unit work which may result in the lay-off of any member(s) of the Association(s).

The Parties agree to study the issue of Contracting Out, as it relates to Workload, during the term of this Collective Agreement with a view to negotiating Contracting Out language in the next round of collective bargaining.

Dated this 30<sup>th</sup> day of January 2013.

FOR THE NEW BRUNSWICK  
CROWN COUNSEL ASSOCIATION INC.

FOR THE EMPLOYER

Eric P. Boucher

Hon. Troy Lifford

Karen Caverhill

Hon. Marie-Claude Blais

William Gould

Frédéric Finn

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Nancy Forbes

André Lortie

Elizabeth Strange

Gary Corbett

Pierre Castonguay

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Julie Comeau

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FOR THE NEW BRUNSWICK  
CROWN PROSECUTORS ASSOCIATION INC.

Chris T. Titus

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Patrick Wilbur

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Sébastien Michaud

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# MEMORANDUM OF AGREEMENT

Between

**Board of Management  
(the “Employer”)**

And

**The New Brunswick Crown Counsel Association Inc.**

and

**The New Brunswick Crown Prosecutors Association Inc.  
(the “Associations”)**

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 Associations, and the employees in the bargaining unit for which the Associations have 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 New Brunswick Crown Counsel Association Inc. and the New Brunswick Crown Prosecutors Association Inc. bargaining units.

“Previously excluded person” means a person who is doing the work of classifications represented by the Associations, pursuant to Certification Order Numbers PS-013-09 and PS-011-09, 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 is the service as a casual or temporary employee performing work of the bargaining units. 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 43.03 of the Collective Agreement.

**(7) Grievance**

- a) Previously excluded persons shall have the right, where they have the written consent of the Association 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) Association Security**

The Employer shall deduct union dues from previously excluded persons in accordance with article 7 (Association 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 from its date of signing until the expiration of the collective agreement currently under negotiation between the Parties.

Dated this 30<sup>th</sup> day of January 2013.

FOR THE NEW BRUNSWICK  
CROWN COUNSEL ASSOCIATION INC.

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Karen Caverhill

William Gould

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André Lortie

Gary Corbett

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FOR THE NEW BRUNSWICK  
CROWN PROSECUTORS ASSOCIATION INC.

Chris T. Titus

Patrick Wilbur

Sébastien Michaud

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FOR THE EMPLOYER

Hon. Troy Lifford

Hon. Marie-Claude Blais

Frédéric Finn

Nancy Forbes

Elizabeth Strange

Pierre Castonguay

Julie Comeau

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# MEMORANDUM OF AGREEMENT

Between

**Board of Management  
(the “Employer”)**

And

**The New Brunswick Crown Counsel Association Inc.**

and

**The New Brunswick Crown Prosecutors Association Inc.  
(the “Associations”)**

**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 employed thereafter in accordance with the *Civil Service Act***

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 employed thereafter in accordance with the *Civil Service Act*; 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 employed thereafter in accordance with the *Civil Service Act*.

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 employed thereafter in accordance with the *Civil Service Act*.

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 – Overtime  
Article 20 – Wages and Allowances  
Article 24 – Sick Leave 24.05, 24.06, 24.07 and 24.08  
Article 25 - Maternity Leave  
Article 26 - Child Care Leave  
Article 27 - Adoption Leave  
Article 28 – Compassionate Leave  
Article 29 – Bereavement Leave

Article 30 – Court Leave  
Article 31 – Emergency Leave  
Article 32 – Family Responsibility Leave  
Article 33 – Pallbearer Leave  
Article 34 - Leave for Association Business  
Article 36 – Volunteer Leave  
Article 37 – Leave of Absence Without Pay 37.02  
Article 39 – Employee Benefits Programs 39.03, 39.05  
Article 40 - Retirement Allowance  
Article 41 - Transfer of Benefits

3. Competitions and Appointments

Subsection 17(7) of the *Civil Service Act* applies to casual employees and confirms their ability to apply for a closed competition.

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. Overtime

- a) In lieu of overtime, a casual employee shall be entitled to two-and one half (2 ½) days of time off with pay to be taken during their remaining casual employment period with no pay-out available for any unused portion.
- b) The Employer shall make every reasonable effort to grant leave earned under (a) to a casual employee at such times and of such duration as the employee requests.

6. 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, subject to satisfactory performance, may receive up to three (3) pay steps.

7. 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 30<sup>th</sup> day of January 2013.

FOR THE NEW BRUNSWICK  
CROWN COUNSEL ASSOCIATION INC.

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Karen Caverhill

William Gould

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André Lortie

Gary Corbett

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FOR THE NEW BRUNSWICK  
CROWN PROSECUTORS ASSOCIATION INC.

Chris T. Titus

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FOR THE EMPLOYER

Hon. Troy Lifford

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