

TENTATIVE AGREEMENT

BETWEEN: HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF NEW BRUNSWICK; as represented by the Treasury Board, the Employer;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, Rehabilitation and Therapy & Recreation and Culture Program Officer – Local 1418, the Union.

The Parties have reached a tentative agreement to resolve the renewal of their Collective Agreement on the following basis:

1. The term of the Collective Agreement is from August 16, 2022, to August 15, 2026.
2. The general economic increases are as follows:

Date	General Economic Increase
August 16, 2022	4.00%
August 16, 2023	4.00%
August 16, 2024	2.25%
August 16, 2025	2.25%

3. The Parties agree that the Joint Workload Committee will continue its mandate.
4. For the Social Worker classifications within the Department of Social Development, the Employer will provide to the Union quarterly reports identifying temporary vacancies that have been vacant for three months or more and permanent vacancies. This information will be identified by position number and region. The Parties agree that the Union is not prevented from seeking information about other vacancies.
5. Article 17.01:

17.01 Length of Vacation

- (a) employees who have completed fewer than eight (8) years of continuous service shall be entitled to annual vacation with pay calculated at the rate of one and one-quarter (1 ¼) or 1.25 days for each calendar month of service, for a total of 15 days per year.
 - (b) employees who have completed eight (8) years but fewer than (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and two-thirds (1 2/3) or 1.666 days for each calendar month of service, for a total of 20 days per year.
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(c) employees who have completed sixteen (16) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of one and three-quarters (1 3/4) or 1.75 days per calendar month of service, for a total of 21 days per year;

(d) employees who have completed seventeen (17) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of 1.833 days per calendar month of service, for a total of 22 days per year;

(e) employees who have completed eighteen (18) years of continuous service shall be entitled thereafter to an annual vacation with pay calculated at the rate of 1.916 days per calendar month of service, for a total of 23 days per year;

(f) employees who have completed nineteen (19) years of continuous service shall be entitled to an annual vacation with pay calculated at the rate of two (2) days per calendar month of service, for a total of 24 days per year; (g) employees who have completed twenty (20) or more years of continuous service shall be entitled to annual vacation with pay calculated at the rate of two and one-twelfth (2 1/12) or 2.083 days per calendar month of service, for a total of 25 days per year.

6. All pay tables will be amended as follows:

~~Any level Social Worker~~ who is regularly and continuously assigned to Child Protection Investigations or On-going Child Protection ~~according to~~ in accordance with Article 22.01 (b) shall receive a premium equivalent to ~~4.8~~15% of the bi-weekly rate of pay.

7. Article 22:

22.01 (b) (i) Child Protection Worker/Supervisor Premium

A Social Worker 2, ~~3~~ or Social Worker Supervisor who is regularly and continuously assigned to ~~Child Protection, Family Enhancement, Child Protection Investigator Investigations, Centralized Intake, After Hours Emergency Social Services, Family Group Conference Coordinator, or Clinical Specialists in Child Welfare~~ or On-going Child Protection shall receive a premium equivalent to ~~4.8~~15% of the bi-weekly rate of pay in accordance with Schedule A.

The payment of this premium is not to be considered a promotion to a higher classification.

(ii) Discontinuance of Premium

The Premium paid to an employee shall be discontinued:

(1) ~~effective the day the employee is permanently reassigned to a position outside of the unit~~

(2) when the Child Protection function provided by the unit is discontinued; or when the employee is no longer regularly and continuously assigned to Child Protection Investigations or On-going Child Protection.

The termination of this premium, in accordance with this agreement, does not constitute a layoff, a demotion or a disciplinary action.

(iii) Notwithstanding Article 22.01(b) (i) and (ii), a Social Worker 2, ~~3~~ or Social Worker Supervisor who is occasionally assigned to ~~this work~~ Child Protection Investigations or On-going Child Protection shall receive a premium equivalent to ~~4.8~~15% of the bi-weekly rate of pay in accordance with Schedule A for the duration of the occasional assignment.

8. Article 22.08

(b) Notwithstanding Article 22.08 (a), when a Social Worker 2 ~~or a Social Worker 3~~ is temporarily assigned to perform the principal duties of a Social Worker Supervisor position in the ~~Access and Assessment Unit or the Child Protection Unit~~ Investigations or On-going Child Protection, such employee shall ~~have his current rate of pay increased by 4.8% be eligible for the premium as set out in article 22.01 (b).~~ during such temporary period

9. The Parties agree to the attached LOA Re: Former Child Protection 4.8% Premium.

10. The Parties agree to amend the Pensionable Earnings Child Protection Worker / Supervisor, Clinical Psychologist, Probation and Parole Officer 3 to include the 15% child protection premium under article 22.01.

11. The following items previously agreed to by the parties will form part of the Collective Agreement:

Article 1.05 Gender neutral language

Article 5.07 Providing bargaining unit information to CUPE National

Article 8.07 Grievance process

Article 9.03 Technical objection to grievance (withdrawn)

Article 11.08 Disciplinary meeting

Article 11.09 Record of disciplinary action (withdrawn)

Article 12.01 Seniority Defined

Article 13.02 Trial period (withdrawn)

Article 13.05 Posting of competition

Article 15.03 Changes to pattern of work (withdrawn)

Article 15.06 Time off in-lieu

Article 16.08 Minimum call-back (withdrawn)

Article 16.13 On-call schedule

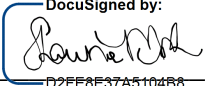
Article 17.05 Computing vacation

Article 17.08 Vacation accumulation
Article 19.09 Advancement of sick leave
Article 20.04 Time off for negotiations
Article 21.04 (f) and (i) housekeeping
Article 21.13 Quarantine leave (withdrawn)
Article 22.15 After-hours emergency social services (withdrawn)
Article 28 Workforce mobility (withdrawn)
Article 30.02 Health and Safety
Article 31.01 Housekeeping
Schedule C Pre-retirement leave (renewed)
Schedule D Secondments
LOU Pensionable earnings (renewed)

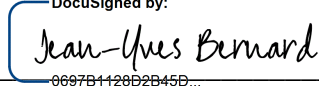
13. The effective date of new child protection premium pursuant to article 22.01 will be the date of ratification of the agreement by the union.
14. The Parties agree to recommend ratification of the tentative agreement and to keep the details of the tentative agreement confidential until ratification is completed.

Dated this 30th day of May, 2024, at Saint John, New Brunswick.

For the Union:

DocuSigned by:

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For the Employer:

DocuSigned by:

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LETTER OF AGREEMENT

BETWEEN: HIS MAJESTY THE KING IN THE RIGHT OF THE PROVINCE OF NEW BRUNSWICK;
as represented by the Treasury Board, the Employer;

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, Rehabilitation and Therapy &
Recreation and Culture Program Officer – Local 1418, the Union.

RE: Former Child Protection 4.8% Premium

WHEREAS the former child protection 4.8% premium as been removed and replaced in the Collective Agreement.

AND WHEREAS the parties wish to maintain (grandfather) the previous premium language for current employee who are in receipt of the former child protection premium.

The Parties agree that:

1. The following articles will continue to apply only to existing Employees who currently receive the former child protection premium at the date of signing of this Letter of Agreement.

22.01 (a) Wages - The wages for employees shall be in accordance with the rates set out in the attached Schedule "A" which forms part of this Agreement. The steps in the salary range shall represent one year satisfactory service between each step for increment.

(b) (i) Child Protection Worker/Supervisor Premium A Social Worker 2, 3 or Social Worker Supervisor who is regularly and continuously assigned to Child Protection, Family Enhancement, Child Protection Investigator, Centralized Intake, After Hours Emergency Social Services, Family Group Conference Coordinator, or Clinical Specialists in Child Welfare shall receive a premium equivalent to 4.8% of the bi-weekly rate of pay in accordance with Schedule A. The payment of this premium is not to be considered a promotion to a higher classification.

(ii) Discontinuance of Premium The Premium paid to an employee shall be discontinued: (1) effective the day the employee is permanently reassigned to a position outside of the unit, (2) when the Child Protection function provided by the unit is discontinued. 23 The termination of this premium, in accordance with this agreement, does not constitute a layoff, a demotion or a disciplinary action.

(iii) Notwithstanding Article 22.01(b) (i) and (ii), a Social Worker 2, 3 or Social Worker Supervisor who is occasionally assigned to this work shall receive a premium equivalent to 4.8% of the biweekly rate of pay in accordance with Schedule A for the duration of the occasional assignment.

22.08 (a) Acting Pay - When an employee is temporarily assigned to perform the principal duties of a higher paying position for a minimum of two (2) consecutive work days, such employee shall have his current rate of pay increased by 4.8% during such temporary period.

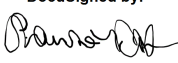
(b) Notwithstanding Article 22.08 (a), when a Social Worker 2 or a Social Worker 3 is temporarily assigned to perform the principal duties of a Social Worker Supervisor position in the Access and Assessment Unit or the Child Protection Unit, such employee shall have his current rate of pay increased by 4.8% during such temporary period.

2. This Letter of Agreement does not apply to any new Employee hired after the date of signing of this Letter of Agreement.

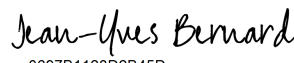
3. An Employee who qualifies for the new premium of 15% under Article 22.01 of the Collective Agreement shall not also receive the premium of 4.8% under this Letter of Agreement.

Dated this 30th day of May 2024, at Fredericton, New Brunswick.

For the Union:

DocuSigned by:

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For the Employer:

DocuSigned by:

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AGREED ITEMS

**NEGOTIATIONS
FOR THE RENEWAL OF**

**THE COLLECTIVE AGREEMENT
BETWEEN**

TREASURY BOARD

AND

**REHABILITATION AND THERAPY, RECREATION AND CULTURE: (CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 1418)**

Contract expiring August 15, 2022

Presented on May 29th, 2024 at _____

WITHOUT PREJUDICE

The following proposals are to be dealt with as one complete package. The parties reserve the right to amend or withdraw any offers contained herein should they be unsuccessful in resolving the entire package.

Change in language is underlined.

~~Deleted language is struck through.~~

HOUSEKEEPING

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE OF NEW BRUNSWICK as represented by ~~Board of Management~~ **Treasury Board**, hereinafter called the Employer, Party of the First Part;

AND: CANADIAN UNION OF PUBLIC EMPLOYEES, Local 1418, hereinafter called the Union, Party of the Second Part.

AGREED

ARTICLE 1 - DEFINITIONS:

~~1.05 Gender Throughout this Agreement, words importing gender shall apply to both genders~~

1.05 Throughout this agreement, when gender-neutral they/them appears in this agreement it shall also mean all genders.

AGREED

ARTICLE 5 - CHECK-OFF OF UNION DUES:

5.07 Along with the remittance, the Employer will provide, in an electronic format, manipulatable data indicating that pay period end date of the deduction and the following information for all employees from whose wages the deductions have been made; name, employment status (such as active or on leave) and employee cycle (such as full-time, part time, and casual), classification, pay step, scheduled hours and dues deducted, **to both the Local Secretary Treasurer and CUPE National.**

AGREED

ARTICLE 8 - GRIEVANCE:

8.07 Level of Grievance - The Employer will provide the levels of grievance within thirty (30) days of the signing of this Agreement to the Union. The Employer will clearly identify the Employer representative designated at each level of the grievance process for each Department and each region and will notify the Union when changes are made.

AGREED

ARTICLE 8 - GRIEVANCE:

GRIEVANCE PROCEDURE			
LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE - WITHIN	PRESENT GRIEVANCE TO:	EMPLOYER'S TIME TO RESPOND - WITHIN
FIRST	15 days after the alleged grievance has arisen or has come to his attention or discussion in	Person designated by the Employer	10 days from receipt of written grievance

	accordance with Article 8.02 has failed	<u>Provincial Human Resources Designate</u>	
SECOND (where such a level is established)	10 days from receipt of reply from first level or date reply should have been received	Person designated by the Employer <u>Deputy Minister</u>	10 20 days from receipt of written grievance
FINAL	10 days from receipt of reply from previous level or date reply should have been received OR in case of suspension, discharge or layoff as prescribed in Article 11	Deputy Minister	15 days from receipt of written grievance
ADJUDICATION	20 days from receipt of reply from final level or date reply should have been received	Board of Management <u>Treasury Board</u>	

In the calculation of time limits, Saturdays, Sundays, and designated holidays are excluded.

AGREED

ARTICLE 11 - DISCIPLINARY ACTION:

11.08 (a) When a disciplinary action is to be taken against an employee, which will be recorded on the employee's personal file, the employee shall be notified in advance of the purpose of the meeting so that ~~he/she~~ they may contact ~~his/her~~ their union representative to be present at the interview.

(b) Nothing in this Article prevents the Employer from discharging an employee for just cause without notice, with payment as provided in Article ~~22.10~~ 22.09.

AGREED

ARTICLE 12 - SENIORITY:

12.01 Seniority Defined - Seniority for the purpose of this Agreement is defined as the length of service **in CUPE Local 1418** from the last date of hiring and shall be used in determining priorities in all matters which are measured by length of service. Unless otherwise provided for, seniority shall operate on a bargaining unit-wide basis.

AGREED

ARTICLE 13 - PROMOTIONS AND TRANSFERS:

13.05 ~~Departments or Institutions not Covered by the Civil Service Act~~

(a) Where there is a competition to be held to fill a vacancy in the bargaining unit, such notice of competition shall be posted ~~on the bulletin board(s) in the buildings out of which the employees work~~ electronically, for a minimum of five (5) calendar days prior to the closing date of the competition.

(b) Such notice shall contain the following information:

- (i) description of the position;
- (ii) required qualifications;
- (iii) location of the position;
- (iv) the applicable wage rate or range, in accordance with the Collective Agreement under C.U.P.E. Local 1418.

~~(c) All employees who apply for a competition shall be advised of the name of the successful applicant.~~

AGREED

ARTICLE 15 - HOURS OF WORK:

15.06 Canada Games and Jeux de la francophonie internationale - This article applies to the Recreation and Culture Program Officer classification only. Both parties recognize the special circumstances surrounding Canada Games and Jeux de la francophonie internationale and agree that the provisions of Article 15 and 16 will not apply to employees assigned to such Games. However, employees assigned to work at these Games will be entitled to two (2) days off for each period of seven (7) days so assigned and must be taken within one hundred and eighty (180) days from the date the overtime is worked.

The hours of work for AHSS workers shall be as per below:

AGREED

ARTICLE 16 - OVERTIME:

16.13 The schedule for “on call” duty for a twelve (12) month period shall be posted by January 31. The schedule shall be subject to change by the Employer due to operational requirements.

AGREED

ARTICLE 17 - VACATION:

17.05 Computing Vacation - In addition to an employee's regular working days, for the purpose of computing vacation entitlement, credit shall be given:

- (a) for days on which the employee is on vacation;
- (b) for days on which the employee is on leave of absence with pay granted pursuant to the terms of this Agreement;
- (c) for days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits;
- (e) for days on which the employee is on Union business as provided for in this Agreement, except for extended leave
- (f) for days on which the employee is on maternity leave; and
- (g) for Statutory Holidays or days taken in lieu thereof.

AGREED

ARTICLE 17 - VACATION:

17.08 Vacation Accumulation - Vacations shall not be cumulative from year to year provided that vacation entitlement may be carried over to a subsequent year on the request of the employee but at the sole discretion of the Employer. An employee who wishes to carry his vacation entitlement forward shall request the Employer's permission to do so, in writing, not later than November 15th, of the year in which the employee ordinarily would take the vacation sought to be carried forward. This request will not be unreasonably denied. Carry over entitlement shall not be greater than one (1) year accumulation.

AGREED

ARTICLE 20 - APPOINTMENT OF STEWARDS AND TIME OFF FOR UNION BUSINESS

20.04 Time Off for Negotiations - Employees who are members of the Union Negotiating Committee shall be allowed time off to perform duties required of that committee. However, employees will submit notification for such leave to their immediate supervisor as soon as the employees have become aware of the appropriate dates. The Employer shall maintain the full salary and benefits of an employee on leave of absence under this clause and the Union shall then reimburse the Employer the cost of their salary and benefits within ten (10) days of billing, provided the Employer submits such billing within 30 days of the signing of this Agreement.

AGREED

ARTICLE 21.04 – MATERNITY LEAVE/ADOPTION

(f) During the seventeen (17) weeks of the maternity leave, the employee may, if permissible under the relevant group insurance plan, continue participation. When the employee requests to continue contributions to the group insurance plans, the Employer shall also continue the required contributions during the period of the maternity leave to a maximum of seventeen (17) weeks provided the employee submits post-dated cheques for her share of the premiums for the entire period prior to commencing maternity leave.

(g) Supplementary Employment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that ~~she has~~ they have applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity/adoption leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for employment insurance benefit eligibility.

“Regular rate of pay” shall mean the rate of pay the employee was receiving at the time maternity leave commenced, including retroactive adjustment of rate of pay, but does not include acting pay, shift premium, overtime, or any other form of supplementary compensation

AGREED

ARTICLE 21.04 – MATERNITY LEAVE

(i) An applicant under ~~(e)~~ (g) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after ~~her~~ their return to work. 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 on a pro rata basis.

AGREED

ARTICLE 30 - GENERAL

30.02 Health and Safety - Both parties recognize that the *Occupational Health and Safety Act* applies to this Agreement. Where it is determined that local representation from this unit should be included on a Health and Safety Committee, the Union shall have the opportunity to appoint such a representative(s), at each work site that has a Joint Health and Safety Committee in accordance with the Act.

AGREED

ARTICLE 31 - RETROACTIVITY:

31.01 Wages under this agreement are effective from August 16, ~~2017~~ **2022**. Retroactive pay shall apply to all paid hours including regular overtime, on call, telephone work and callback by an employee in the Bargaining Unit.

AGREED

SCHEDULE D

Re: SECONDMENTS OF UP TO ONE (1) YEAR (as per 21.09 (c))

AGREED TO RENEW

LETTER OF UNDERSTANDING

Re: Pensionable Earnings

Child Protection Worker / Supervisor

Clinical Psychologist

Probation and Parole Officer 3

AGREED TO RENEW

For the Employer

For the Union

For the Employer

For the Union

For the Employer

For the Union

Date _____

Date _____