

AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: EDUCATION (INSTRUCTIONAL)

EXPIRES: February 22, 2021

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THIS AGREEMENT made this 31 day of January, 2023.

BETWEEN : HER MAJESTY IN RIGHT OF THE PROVINCE as represented by Treasury Board, hereinafter called the "Employer" party of the first part.

AND : THE NEW BRUNSWICK UNION OF PUBLIC & PRIVATE EMPLOYEES (NBUPPE), hereinafter called the "Union", party of the second part.

PREAMBLE:

WHEREAS it is the intention and purpose of the parties to this Agreement to settle conditions of employment between the Employer, the employees and the Union, to improve the quality of the Public Service of the Province and to promote the well being and the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain terms and conditions of employment relating to pay, hours of work and other related terms and conditions of employment affecting employees covered by this Agreement.

Nothing contained in the Preamble shall circumscribe any of the specific provisions set forth below, and agreed to by the parties.

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 - RECOGNITION

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit to which New Brunswick Certification Order Number 014 PS 1g applies.

ARTICLE 2 – APPLICATION

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

2.02 It is recognized by the parties that this is the only Agreement in existence, or may be made by anyone excepting the parties hereto, covering the terms and conditions of employment, rates of pay, applicable to the employees in the unit.

ARTICLE 3 - PROVINCIAL SECURITY

3.01 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.

ARTICLE 4 - FUTURE LEGISLATION

4.01 In the event that any law passed by the Legislature, applying to the public servants covered by this Agreement, renders null and void, or materially alters, any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement, and the parties, at the request of either of them, shall where applicable enter into negotiations with a view to arriving at a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

4.02 Where either party believes that it is not possible to find a mutually agreeable substitute provision in accordance with Article 4.01, it may refer the question to the Chairperson of the Labour and Employment Board whose answer shall be final.

4.03 Where the Chairperson's answer under Article 4.02 is that it is or should be possible to find a mutually agreeable substitute provision and the parties are unable to reach agreement on such a provision within fourteen

calendar days after the giving of such answer, either party may, upon the expiration of such fourteen day period, request the Chairperson to submit the dispute to the Arbitration Tribunal whose decision shall be binding.

ARTICLE 5 - DEFINITIONS

5.01 (i) Employee means, as defined in the *Public Service Labour Relations Act*, a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the classifications assigned to this 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.

(ii) Employees (in regular or term positions) and persons employed on a casual or temporary basis who meet the requirements of employee under the *Public Service Labour Relations Act* may be subdivided into the following categories:

- (a) "Full-time Employees" are those who normally work the full workweek;
- (b) "Part-time Employees" are those who normally work less than the full workweek.

5.02 "Casual Employee" shall mean as defined in the *Public Service Labour Relations Act*:

- (a) a person employed on a temporary basis for the following purposes:
 - i. to respond to a temporary increase in workload; or
 - ii. to replace an absent employee; or
- (b) a person employed on a recurring seasonal basis who has not been so employed for a continuous period of six months.

5.03 "Probationary Employee" means a person appointed on other than a temporary basis who shall be on probation from the date of his appointment for a period of six (6) months of teaching immediately following the date on which the person reports to the Employer for duty; and on the expiration of such period of six months the deputy head or his designate may extend the probationary period for further periods of three months but, the total probationary period shall not exceed twelve months. Probationary employees may be terminated during their probationary period and such action shall not be subject to the grievance procedure. Notice of extension to probationary period shall be in writing including reasons for such extension.

5.04 Where "term employees" is used in this Collective Agreement, it refers to employees in term positions.

5.05 A "Qualified Instructor" shall mean an employee who by virtue of having completed all required andragogical or pedagogical courses as set out by the Employer in Article 18.01, or an employee who is in possession of a teacher's license as issued by the Province of New Brunswick and having ten (10) or more months of teaching experience from any province, in a recognized private or public school, hospital, trade school, university or community college system, is considered fully qualified.

5.06 A "Trainee Instructor" means an employee who has not attained the status of "Qualified Instructor" as identified in Article 5.05.

5.07 The Employer agrees to set out in writing to a "Trainee Instructor" his program of andragogical or pedagogical training necessary for becoming a "Qualified Instructor", during his probationary period.

5.08 When a "Trainee Instructor" attains the "Qualified Instructor" status he shall be given a written notice to that effect by the Employer.

5.09 In this Agreement, words defined in the *Public Service Labour Relations Act* have the same meaning as in the Act.

5.10 In this Agreement, words defined in the *Interpretation Act* and not defined in the *Public Service Labour Relations Act* have the same meaning as in the *Interpretation Act*.

5.11 (a) A "Regular" position is one, which figures on the Plan of Establishment and is intended to reflect employment where the employee is required on a continuing basis.

(b) A "Term" position is one, which figures on the Plan of Establishment and is for a specified period of more than six continuous months.

5.12 "Emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate action.

5.13 Leave means absence with or without full or partial pay.

5.14 Wherever the masculine or feminine gender is used in this Agreement, it shall refer to the other equally.

5.15 "College" shall mean the New Brunswick College of Craft and Design.

ARTICLE 6 - MANAGEMENT RIGHTS

6.01 The Employer retains all the rights of management except as specifically limited by this Agreement.

ARTICLE 7 - NO DISCRIMINATION

7.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to the employees, their membership or activity in the Union, the Union, the Employer and its agents.

7.02 Both parties recognize that the *Human Rights Act* applies to this agreement.

ARTICLE 8 – STRIKES AND LOCKOUTS

8.01 There shall be no strikes, walkouts, lockouts, slowdowns or other similar interruptions of work as defined by the *Public Service Labour Relations Act*, during the term of this Agreement.

ARTICLE 9 - UNION SECURITY

9.01 The Employer shall deduct from the wages due to every employee in this bargaining unit an amount equal to the regular dues of the Union commencing with the month that any pay rates negotiated for this unit become effective.

9.02 Employees who are Union members on the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

9.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

9.04 (a) The sums deducted pursuant to this Article shall be remitted to the designated official of the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official. Each remittance shall be accompanied

by a list in a mutually agreed upon electronic format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number (where available), department, work location, seniority date, employee number, the amounts deducted for NBUPPE dues, classification, pay step number and status.

(b) The Employer shall advise the Union, on a monthly basis, of the names of any full-time and part-time employees in the bargaining unit whose employment has been terminated and the reason for the termination and also the names of any newly hired full-time and part-time employees.

9.05 Before the Employer is obligated to deduct any amount under this Article, the Union must advise the Employer in writing, of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice of the Employer signed by the designated Official of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.

9.06 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contributions towards the expenses of maintaining the bargaining agent. Membership in the Union will continue to be voluntary.

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

9.08 The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the designated official of the Union under this Article.

ARTICLE 10 - UNION NOTICES

10.01 The Employer shall continue to make space available on the existing bulletin boards in the various institutions where the employees are employed, on which the Union may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the Employer's representative in charge of the building in which the board is located.

ARTICLE 11 - COMMUNICATIONS

11.01 Except where otherwise provided, official communications in the form of correspondence between the Employer and the Union may be given by mail as follows:

TO THE EMPLOYER: Director
Labour Relations Services
Department of Human Resources
P.O. Box 6000
Fredericton, N.B. E3B 5H1

TO THE UNION: The President
New Brunswick Union of Public and Private Employees
217 Brunswick Street
Fredericton, N.B. E3B 1G8

ARTICLE 12 – COPIES OF AGREEMENT

12.01 (a) The Employer shall be responsible for the translation of the Collective Agreement. The printing of the bilingual agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for twenty-five percent (25%) of the cost of printing. Both parties shall approve the translation and printing of the Collective Agreement.

(b) This agreement shall be printed in both English and French and shall be official in both languages. However, if a discrepancy of the interpretation or wording arises between the English and French versions, the language in which the collective agreement was negotiated shall prevail.

(c) The Agreement shall be posted electronically in both Official languages on the Government of New Brunswick internet site.

12.02 At the end of each month, the Employer shall provide the bargaining agent in writing with the name, address, classification, status and work location of all new employees in this bargaining unit.

12.03 The employer will supply each new employee with an internet address to the collective agreement when he is hired and will notify the Union Steward, in a timely manner, of the new employee's name and work location.

ARTICLE 13 – DISPUTE RESOLUTION

Settlement Through Discussion

13.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the supervisor, without prejudice to the employee or the Employer, as soon as possible after the circumstances giving rise to the complaint occur so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. The employee may at her/his option, be accompanied by a Union representative at a subsequent meeting. The employee must notify his/her supervisor in advance of the intention to exercise this option

Grievance Procedure

13.02 Where an employee feels aggrieved by the interpretation or application in respect of him of a provision by a statute, or a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this Agreement by the Employer, or, as result of any occurrence or matter affecting his terms and conditions of employment in respect of which no administrative procedure for redress is provided in or under an Act of the Legislative Assembly of New Brunswick, and, where the employee has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to his immediate supervisor or to the person designated by the Employer as the first level in the grievance procedure. Upon receipt of the grievance, that person shall make arrangements with the Union for a meeting between the parties to be held within fifteen (15) working days of receipt of the grievance. The requirement for such a meeting may be waived by mutual agreement of the parties. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the meeting took place or if fifteen (15) days expire prior to the meeting being held, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day or fifteen (15) day period referred to in Step One, the employee may present a grievance in writing at the second level of the grievance process either by personal service or by mailing it by registered mail to his immediate supervisor or the person designated by the Employer as the second level in the grievance process. Any settlement proposed by the Employer at level one and any replies must accompany the grievance when it is presented at the second level to the person designated as the second level. The person designated as the second level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the second level. Should the employee not receive a reply or satisfactory settlement of the grievance within fifteen (15) working days from the date on which the grievance was presented at the second level, the employee may refer the grievance to adjudication as provided in

Article 14 hereof, within fifteen (15) working days of the date on which a reply should have been received from the person designated as the second level.

STEP	EMPLOYEE'S TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND
FIRST	Within 20 working days after the alleged grievance has arisen or has come to their attention	Director of the College	Within 10 working days from time of meeting or 15 working days from receipt of written grievance
SECOND	Within 10 working days from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 15.05	Deputy Minister of Post Secondary Education, Training and Labour	Within 10 working days from receipt of written grievance
REFERENCE TO ADJUDICATION	Within 15 working days from date of Second level reply OR within fifteen (15) working days of the date on which a reply should have been received from the person designated as second level.		

Note: If a discrepancy in the interpretation of wording arises between this grievance chart and the corresponding grievance language, the language shall prevail.

13.03 In any case where the employee presents a complaint pursuant to 13.01 or a grievance pursuant to 13.02 in person or in any case in which a hearing is held on a grievance process, the employee may be accompanied by a representative or agent of the Union.

13.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in 13.05 hereof.

13.05 Both parties may mutually agree in writing to extend the time limits specified herein.

13.06 Where an employee presents a grievance at the final level in the grievance process and the grievance is one that may not be referred to Adjudication, the employee shall be entitled, upon request being made in writing at the time of filing the grievance at the final level, to have a full hearing of the matter(s) giving rise to the grievance, at that level.

13.07 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at step two of the grievance procedure within twenty (20) working days of the occurrence thereof. Should the matter not be settled, the Union may refer its differences pursuant to Section 92(1) of the *Public Service Labour Relations Act*.

13.08 The Employer may present a grievance, within twenty (20) working days of the knowledge of the occurrence thereof, pursuant to Section 92(1) of the *Public Service Labour Relations Act* by forwarding written notice by registered mail or personal service to the President, N.B.U.P.P.E.

ARTICLE 14 - ADJUDICATION

14.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to

(a) the interpretation or application in respect of him of a provision of a collective agreement or an arbitral award, or

(b) disciplinary action resulting in discharge, suspension or a financial penalty,

and his grievance has not been dealt with to his satisfaction, he may, subject to subsection 14.02 of this Article, refer the grievance to adjudication.

14.02 Where a grievance that may be presented by an employee to adjudication is a grievance relating to the interpretation or application in respect of him of a provision of a collective agreement or an arbitral award, the employee is not entitled to refer the grievance to adjudication unless the bargaining agent for the bargaining unit to which the collective agreement or arbitral award applied signifies in a prescribed manner:

(a) its approval of the reference of the grievance to adjudication; and

(b) its willingness to represent the employee in the adjudication proceedings.

14.03 Where a grievance is referred to Adjudication, it shall be processed in accordance with the *Public Service Labour Relations Act* and Regulations thereunder.

14.04 A Board of Adjudication or an Adjudicator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms hereof.

14.05 Notwithstanding anything in the collective agreement, where the adjudicator or the adjudication board determines that an employee has been discharged or otherwise disciplined by an Employer for cause and the collective agreement does not contain a specific penalty for the infraction that is the subject matter of the adjudication, the adjudicator or the adjudication board may substitute such other penalty for the discharge or discipline as to the adjudicator or adjudication board seems just and reasonable in all the circumstances.

ARTICLE 15 - DISCIPLINE, SUSPENSION AND DISCHARGE

15.01 An employee may be disciplined by written reprimand, suspension with pay, suspension without pay or discharge. In disciplinary proceedings there shall be due regard for the privacy of the employee.

15.02 No employee who has completed his probationary period shall be disciplined except for just cause.

15.03 Where an employee is suspended or discharged as aforesaid, the Employer shall provide the employee with written reasons for such disciplinary action within ten (10) working days after the taking of such action.

15.04 Failure of the Employer to provide a written reason for suspension or discharge shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.

15.05 Where an employee alleges that he has been suspended or discharged in violation of Clause 15.02, he may within twenty (20) working days of the date of his suspension or discharge invoke the grievance procedure including adjudication as set out in this Agreement, and for the purpose of a grievance, alleging violation of Clause 15.02, he shall lodge his grievance at the final level of the grievance procedure on the forms authorized by the Labour and Employment Board.

15.06 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Clause 15.02, then the employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged.

Specifically, an employee shall not lose his regular pay during the period of suspension or discharge, which shall be paid to him at the end of the next pay period following his reinstatement.

15.07 A suspension without pay or discharge shall be effective on the date that the employee is given notice in writing by personal service or the date that such notice is received by registered mail. If such delivery has been refused, notice shall be considered valid on date of posting.

15.08 When an employee is disciplined, other than by suspension or discharge, and a derogatory notation is placed against the record of an employee, such notation will be prepared in duplicate. One copy shall be initialled by the employee, as the Employer's receipt, which shall be placed in the employee's personal file and one copy shall be given to the employee.

15.09 Each employee shall have one (1) official personnel file which shall be kept in the administration office at the Institution where that employee is employed. Upon request, each employee shall have the opportunity to review the contents of such file during the regular working hours and may be accompanied by a representative of the Union and shall be provided with a copy of any document contained therein. No unfavourable note, letter or report shall be filed in the said file, prior to the employee being made aware of the said note, letter or report and being provided with a copy thereof.

15.10 A record of disciplinary action must be removed from the file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, providing no other instances of a similar infraction in respect of the employee has been recorded during that period.

15.11 Where the Employer intends to meet with an employee for the purpose of discussing possible disciplinary action as per Article 15.01, the employee shall be advised within a reasonable time frame in order that he may invite a Union representative to attend the meeting.

ARTICLE 16 - HOURS OF WORK

16.01 (a) Unless extenuating circumstances dictate otherwise, an employee's normal work day shall be seven and one-quarter (7 1/4) hours scheduled between 8:00 a.m. and 5:00 p.m., Monday to Friday, and shall include teaching, instructing, the supervising of assignments and such preparation periods as may be reasonably required in the circumstances.

(b) Effective the signing date of this agreement, where a full-time employee's normal workday includes hours which fall between 5:00 p.m. and 8:00 a.m. he shall be compensated fifty cents (50¢) per hour for each such hour.

(c) The normal workday (7-1/4 hours) shall be scheduled within a nine (9) hour time frame.

16.02 Instructors and Supervisors shall be available in the workplace for student contact teaching instructional assignments or supervisory periods as scheduled and approved by the Principal or designate, Director or Superintendent.

16.03 The Employer agrees to make every effort possible, subject to operational requirements, to provide sufficient supply teachers and/or instructors so that employees will not be obliged to use preparation periods to cover for other instructors.

16.04 The Employer shall attempt to provide a fifteen (15) hour break between teaching assignments when classes are on successive days.

16.05 An Instructor's workload shall be outlined in writing not later than thirty (30) days prior to the commencement of the fall semester and not later than sixty (60) days prior to the commencement of the winter and spring semesters, unless circumstances prevent the workload and schedule from being established to meet this time frame. Such letter shall have appended to it a copy of the Instructor Workload Guidelines and such letter shall also

include an invitation to schedule a meeting to review the assigned workload with the Supervisor. The assigned workload may be changed when necessary to meet operational requirements.

16.06 For the purpose of considering and assessing workload and scheduling, the relevant factors include, but are not limited to:

- (a) Teaching contact hours
- (b) Preparation, evaluation, and feedback time
- (c) New, established, or repeat courses assigned to the Instructor
- (d) Out of class assistance to students
- (e) Class size
- (f) Extra duties assigned

16.07 In addition to the factors listed in 16.06, above, the provisions of the Instructor Workload Guidelines, as amended from time to time, shall apply to the employees in the bargaining unit.

ARTICLE 17 – INSTRUCTIONAL YEAR AND NON-INSTRUCTIONAL TIME

17.01 The Instructional Year will consist of twelve months as set out by the employer. The Instructor will be assigned functions of his classification for a maximum of ten (10) months. Although a qualified instructor functions on a ten month teaching year, he/she shall receive the applicable bi-weekly rate as set forth in the attached schedule for his/her classification for a twelve month period.

17.02 The instructional year for a full-time trainee employee will be from September 1 of one year to August 31 of the following year. During this period of time the employer will grant time off to undertake his pedagogical training. At the discretion of the Employer, an instructor may be required to forego pedagogical training where it is determined by the Employer to be impossible to supply the class with a satisfactory replacement. In such circumstances, and if possible, the employer will arrange the pedagogical training prior to the employee's next normal pedagogical training period.

17.03 (a) The non-instructional period for a qualified instructor will be two months, but if taken at times other than of one or two month duration, the two month period will be forty-three (43) working days, in addition to recognized holidays provided under Article 32.

Preference in non-instructional time shall be given to allow at least two (2) consecutive weeks of non-instructional time between June 30th and September 1st. Where operational requirements permit, preference in non-instructional time shall be given to allow at least four (4) consecutive weeks of non-instructional time between June 30th and September 1st.

Where operational requirements permit and where acceptable alternate related work periods can be scheduled, the employer shall approve requests from employees employed in regular positions to use their non-instructional time on a broken basis which for most employees would be during the months of March and April.

An Instructor shall have the option of taking up to five (5) days of non-instructional time during the period known as March break and these days shall be made up by working that same number of days immediately prior to the instructors return date at the beginning of the fall semester. It is understood should an instructor be terminated at the end of the winter or spring semester he shall be given the opportunity to replace non-instructional days taken during March break at the end of his term.

(b) A "Qualified Instructor" shall be deemed to have continuous service during the two-month non-instructional period provided the employee continues in the employment of the Employer immediately following the two-month non-instructional period. All benefits that are dependent upon continuous service of employment for more than one-half (1/2) the number of working days in the month shall accumulate to the employee's credit for those months.

17.04 On the first working day of the months of January, May and September of each year, each trainee employee will be assessed and identified as a qualified instructor or a trainee employee and thereafter will function in accordance with Clause 17.01 or 17.02.

17.05 In addition to an employee's regular working days, for the purpose of computing non-instructional time entitlement, credits shall be given for days on which the employee is absent from work while receiving Worker's Compensation Benefits. Such credits will be limited to the two-months or the forty-three (43) working days that would have accrued for twelve (12) months of service as per article 17.03

For the purpose of computing vacation entitlement, employees shall be given credits for days on which the employee is absent from work while receiving Worker's Compensation Benefits. Such vacation leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per article 36.02.

17.06 Not later than three months prior to the commencement of their non-instructional period, "Qualified Instructors" may volunteer to perform duties for the Employer, such as:

- (a) curriculum development or similar functions;
- (b) supervise and carry out the maintenance of and/or installation of equipment in the employee's area of speciality;
- (c) instruct or perform functions that are considered to be allied to the instructional/instructor development function during the non-instructional period.

Where an employee has volunteered to perform the aforementioned functions or activities, the Employer will respond one month prior to the commencement of the non-instructional period indicating the acceptance or refusal of the employee's voluntary offer. It is recognized that any of the functions or activities set out above are to be performed on a voluntary basis during the non-instructional period.

17.07 Notwithstanding the foregoing, it is recognized that long-range training instructional duties have to be performed. Instructors will be given the opportunity to name a qualified instructor(s) acceptable to the Employer, whenever there is a need for the performance of such duties. When the Employer determines the necessity for the performance of such duties, and there are no volunteers, the Employer has the right to direct an instructor to perform such duties, but shall not direct the same employee to perform such duties for consecutive years.

17.08 Where an employee performs any of the functions or any of the activities set out in Clause 17.06 (a), (b), and (c) hereof, the employee shall be paid a prorated salary for the time he is so engaged or performing the function.

17.09 The prorated salary for employees performing the functions or engaging in the activities set out in Clause 17.06 hereof shall be determined as follows:

Prorated salary equals employee's annual basic salary divided by 251 working days times the computed number of working days engaged in the two (2) month non-instructional period. Only units of one-half (1/2) day will be used in computing number of working days.

Where operational requirements permit, and at the employee's option, equal time off may be scheduled in lieu of salary.

17.10 For the purpose of application of Clause 17.09 hereof, an instructor will be given credit for a full day whenever the instructor would be employed for a whole or part of both a.m. (morning) and p.m. (afternoon) sessions of a given day.

17.11 Should the Employer need an instructor for any activities under Clause 17.07, the employee shall be notified at least two (2) months prior to the beginning of the activity, or the Employer and the employee may make arrangements by mutual agreement at a date later than the date stated above.

17.12 Except where changes are necessary as a result of activities beyond the control of the Employer, the Employer will give as much notice as possible before cancelling an employee's approved vacation time.

17.13 The primary responsibility for professional development rests with the employee. However, the employer recognizes the benefit of a well trained professional individual; and in support of this, commits to support this initiative. In recognition of the shared responsibility, employees are expected and encouraged to pursue professional development activities during their non-instructional time.

ARTICLE 18 - TRAINING

(PEDAGOGICAL)

18.01 The Employer agrees to identify the number of pedagogical courses and types of courses required for employees to attain the "Qualified Instructor" status.

18.02 An employee who is assigned to attend the instructor development program will receive the following:

(1) Training without tuition cost to the individual.

(2) Effective the signing date of this agreement three hundred and seventy-five dollars (\$375.00) shall be awarded to reimburse the employee for expenditures incurred while outside his work place or residential area provided the course is successfully completed. This grant is meant to cover a three-week course and will be pro-rated accordingly if time period varies more or less.

(3) Cost of travel for two trips from his place of residence to the training facility and return in accordance with the Travel Policy.

18.03 Where an employee determines that one or more of the pedagogical courses as set out in Clause 18.01 hereof may be taken at a recognized place of learning other than as specified by the Employer, he may take such course or courses subject to prior written approval of the Employer. Where such courses are taken the Employer will pay tuition fees only.

(EDUCATIONAL LEAVE)

18.04 Subject to the approval of the Employer, Educational Leave from duty for the purpose of taking advanced or supplementary courses of professional or technical training may be granted in accordance with this Article to employees with a minimum of ten (10) months' service.

18.05 The Employer may waive the minimum service requirement in any case where it appears to be in the best interest of the service to do so.

18.06 No period of Educational Leave shall exceed twelve (12) consecutive months but the Employer may grant an extension of such leave.

18.07 Where an employee is granted Educational Leave, the Employer may require that employee to enter into an agreement to render where the Educational Leave is to be for a period of one year or less, a one year period of service to the department or agency following completion of the Educational Leave. Where the Educational leave is for a period of more than one year the period of service shall not exceed a period equal to the leave.

18.08 If an employee who has received Educational Leave fails to complete his service obligation, he shall pay to the Province an amount which bears the same ratio to the cost to the Province of his training as the uncompleted obligation bears to his total obligation under Clause 18.07.

18.09 Where leave of absence to take courses or training that requires an employee to be absent from his work for a continuous period exceeding one (1) month the Employer may grant Educational Leave to the employee and may approve the payment of:

- (a) the employee's salary or a part thereof;
- (b) tuition, where the claim is supported by a receipt;
- (c) travel expenses to and from the place of training once during the period of Educational Leave in accordance with the Travel Policy; and
- (d) other agreed expenses.

18.10 An employee shall be granted a tuition refund, or part thereof, upon successful completion of courses or training that do not require him/her to be absent from work, or require only brief absences, provided the employee has received prior approval from the Employer. The claim must be supported by a receipt.

18.11 Where an employee takes courses or training the Employer may authorize for that employee:

- (a) leave of absence with pay for the purpose of writing examinations;
- (b) payment of the expenses of writing examinations; and
- (c) payment of travelling expenses in accordance with Travel Policy.

18.12 Where Educational Leave is granted, the employee shall be eligible to accumulate sick leave credits and the trainee instructor shall be eligible to accumulate vacation leave credits in accordance with this Agreement; provided that no carry-over of vacation credits shall be permitted where Educational Leave is granted for a period of twelve (12) months.

18.13 An employee who does not satisfactorily complete his courses or training shall cease to be entitled to financial assistance and shall reimburse the Province for all payments made to him or on his behalf unless he satisfies the Employer that his failure to satisfactorily complete his courses or training was due to a cause beyond his control.

18.14 Where an employee on Educational Leave receives other financial assistance from the Province which need not be repaid, the Educational Leave benefits under this Article shall be reduced by the amount of the assistance so received.

18.15 In applying this article, Education Leave will be for the purpose of application to the employee's area of responsibility in order to improve the employee's skills and/or educational competencies.

ARTICLE 19 - BEREAVEMENT LEAVE

19.01 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's spouse, child, parent or person acting in loco parentis, brother, sister, grandchild, grandparent or member of the employee's extended family living in the employee's household, without loss of pay up to seven (7) consecutive calendar days, one of which must be the date of the funeral.

19.02 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or spouse's grandparent, without loss of pay up to five (5) consecutive calendar days one of which must be the date of the funeral.

19.03 An employee shall be granted bereavement leave in the event of the death of the employee's ex-spouse, aunt, uncle, niece, or nephew, without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral.

19.04 One-half (1/2) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travelling time if necessary. Total leave is not to exceed one (1) day without loss of pay.

19.05 Employees shall be granted, upon request, one-half (1/2) day's leave without loss of pay to attend the funeral of a colleague, providing the students are not prevented from attending classes.

19.06 An employee may be granted a maximum of an additional three (3) days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in this Article hereof or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

ARTICLE 20 - SICK LEAVE

20.01 An employee shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days for each calendar month for which he receives at least ten (10) days pay. These credits may accumulate to a maximum of two hundred and forty (240) days.

20.02 For the purpose of Clause 20.01, an employee on a ten (10) month work year is deemed to have received pay for at least ten (10) days in the two (2) month non-instructional period.

20.03 An employee is eligible to be absent on sick leave without loss of pay when he is unable to perform his duties because of sickness, exposure to a contagious disease or an accident for which compensation is not payable under the provisions of the *Workers' Compensation Act*.

20.04 The Employer may require a Doctor's Certificate for any absence in excess of three (3) days for which sick leave is claimed and the employee shall submit such certificate or the time lost will be deducted from the employee's salary. Where the Employer has reason to believe an employee is abusing the sick leave privileges, his Department may issue him a standing directive that requires him to submit a medical certificate for any specific period of absence for which sick leave is claimed.

20.05 Where an employee is absent from work due to sickness or injury and wishes to use his sick leave credits for such absence, he shall notify his supervisor to that effect as soon as reasonably possible under the circumstances and shall complete a signed application for such leave at such time as may be determined by the Employer.

20.06 An employee appointed prior to the fifteenth (15th) day of any month shall accumulate sick leave credits for that month and an employee who is appointed after the fifteenth (15th) day of any month shall commence accumulation of sick leave credit the first of the following month.

20.07 A deduction shall be made from an employee's accumulated sick leave credits for each working day, or half day, that the employee is absent on sick leave pursuant to this Article.

20.08 An employee who has used up his sick leave credits, or has not yet earned sufficient credits may be granted sick leave without loss of pay for a period of up to fifteen (15) working days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee. Each advancement must be completely reimbursed before additional advancement will be considered.

20.09 Where the employment of an employee who has been granted sick leave in accordance with Clause 20.08 is terminated for any reason, the employee shall compensate the Employer for any such sick leave granted to him that remains unearned at the time of termination of employment.

20.10 An employee, who becomes ill while on annual vacation, may use sick credits rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer. This clause will not apply to qualified employees during the two (2) month non-instructional period, or part thereof unless scheduled to work for the Employer in accordance with the reserve right clause.

ARTICLE 21 - MERITORIOUS INCREASES

21.01 The Employer shall, prior to the anniversary date of an employee holding a position for which there is a minimum or maximum rate of pay, review the work performance of the employee.

21.02 The Employer shall grant an anniversary pay increment on the first day of the bi-weekly pay period that includes an employee's anniversary date provided he has not reached the maximum rate of pay for the position held and provided his work performance is satisfactory.

21.03 The Employer shall notify the employee, prior to his anniversary date, when an annual increment is not granted. Such notice shall contain the Employer's reason(s) for not granting the merit increase.

21.04 Where an employee is not granted a pay increment and the reasons for not granting the increment is remedied or ceases to exist within three (3) months following his anniversary date, a pay increment may be granted to the employee on the first day of the bi-weekly pay period which includes the first day of the month which is three (3) months following his anniversary date.

21.05 Where an employee is not granted a pay increment due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to the first day of the bi-weekly pay period which included his anniversary date for such increment.

21.06 Where a pay increment is granted to an employee under Clause 21.04, the employee's anniversary date shall not change.

ARTICLE 22 - LEAVE WITH PAY FOR BIRTH / ADOPTION OF A CHILD

22.01 (a) A male instructor shall be granted three (3) days leave with pay for needs directly related to the birth of his child, or upon placement through adoption. Such leave is to be taken within a reasonable period of time surrounding the occasion of the arrival of the child.

(b) A female instructor shall be granted three (3) days leave with pay for needs directly related to the placement of a child through adoption. Such leave is to be taken within a reasonable period of time surrounding the occasion of the arrival of the child.

ARTICLE 23 - LEAVE FOR OTHER REASONS

23.01 Leave with pay may be granted when circumstances not directly attributable to the employee including illness in the immediate family, scheduling of medical or dental appointments prevents the employee reporting for duty. While such leave will not be unreasonably withheld, the parties recognize an employee's obligation to schedule appointments outside the normal working hours of work to the extent possible.

23.02 Employees in the bargaining unit shall have the right to apply for leave of absences without pay in accordance with the Compassionate Care Leave and Family Responsibility Leave provisions of the New Brunswick *Employment Standards Act* as amended from time to time.

ARTICLE 24 - EXAMINATION LEAVE

24.01 If the Employer requires or approves an employee request to write an examination for or attend a competition to assess the qualifications of the employee, the employee shall not suffer any loss of pay or break in service for the time absent from the job and may be reimbursed travel, meals and lodging in accordance with the Travel Policy of the Province.

ARTICLE 25 - PART-TIME EMPLOYEES PROVISIONS

25.01 (a) A part-time employee shall accumulate the following on a pro-rated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees:

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance
- (v) wages
- (vi) holidays

(b) All other leaves are applicable on a pro-rated basis.

25.02 Notwithstanding Article 32, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled, nor is the part-time employee otherwise compensated.

25.03 Notwithstanding Article 21, a part-time employee shall be eligible for an anniversary pay increment only after completion of each total annual hours of work normally worked by full-time employees.

25.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.

ARTICLE 26 - MISCELLANEOUS LEAVE

26.01 The Employer may, at his discretion, and upon such terms as he deems advisable, grant leaves of absence with or without pay to an employee.

ARTICLE 27 - POSTING OF COMPETITIONS

27.01 Where there is a competition to fill a vacancy or an anticipated vacancy in the bargaining unit, the Employer shall post notice of such competition electronically on the Employee Self-Service website of the Government of New Brunswick. A copy of the notice of such competition shall be forwarded to the Union.

27.02 The notice contained in Clause 27.01 shall contain the following information:

- (a) description of the position;
- (b) location of the position;
- (c) required qualifications; and
- (d) the wage rate or range.

Where operational requirements permit, term positions shall be filled through the competitive process.

ARTICLE 28 - ANNIVERSARY DATE

28.01 The anniversary date of an employee shall be the date the employee commences work.

ARTICLE 29 - CLASSIFICATION

29.01 Where a new classification is established and assigned to the bargaining unit during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification which affects a member of the bargaining unit, the pay for such classification shall be determined by negotiations between the Employer and the Union.

29.02 In the event that the Employer and the Union are unable to agree on the pay rate for such classification, this matter may be submitted in writing by either party to the Chairperson of the Labour and Employment Board.

ARTICLE 30 – SENIORITY

30.01 When an employee has completed his probationary period, his seniority shall date back to his commencement date within the Education (Instructional) Unit.

30.02 Where an employee is promoted or transferred out of the bargaining unit, for a period of twelve (12) months or less and returns, he shall return to his former classification at a step not lower than his former step and shall not suffer any loss of seniority as a result of the temporary promotion or transfer.

30.03 An employee shall lose his seniority if:

- (a) he has been discharged for just cause.
- (b) he resigns.
- (c) he is laid off in excess of 12 months.
- (d) leaves his bargaining unit and does not return other than as specified in 30.02.

30.04 The unit of operation to which any preference based on seniority shall apply is the bargaining unit within each Institution.

30.05 An employee shall carry his seniority within the bargaining unit from one institution to another when:

- (a) he or she is the successful applicant in a competition for a vacant or new position, or
- (b) he or she transfers to a vacant or new position, or
- (c) he or she transfers with his or her position and/or program from one institution to another.

30.06 When a term employee is terminated at the end of his/her specified term of employment, he/she will not lose his/her accumulated seniority provided he/she is re-employed within the same bargaining unit within a period of five (5) months. Seniority will not accumulate during such period. This clause will not apply in cases where termination of employment is for any reason other than completion of a specified term of employment.

ARTICLE 31 - SENIORITY LIST

31.01 The Employer shall prepare a list of employees and shall make this list available to the Union in a mutually agreeable electronic format during January of each year. The list shall include the classification, the commencement date and amount of seniority accumulated for each employee. A copy of the list shall be posted on the appropriate bulletin board at each work location.

ARTICLE 32 - HOLIDAYS

32.01 All employees shall have the following holidays, or any other day on which such holidays are observed, off without loss of pay:

- (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;
- (l) any other day duly observed as a Provincial or National Holiday.

32.02 No employee shall be required to report for duty during his students' Christmas-New Year's break. Where an employee is granted either or both the entire months of December or January as non-instructional time, no additional time will be granted for the statutory holidays of Christmas Day, Boxing Day or New Year's Day. However, additional time shall be granted for the balance of his students' Christmas-New Year's break.

32.03 Where a holiday occurs on an employee's regular day off, that employee shall be granted another day off in lieu of that holiday.

32.04 Where a holiday falls on or is observed on a regular working day during an employee's vacation, he shall be granted an additional day's vacation in lieu thereof.

ARTICLE 33 - ACTING PAY

33.01 Where an employee is directed to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days, the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.

33.02 Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one-half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when so assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.

33.03 Acting pay shall be five percent of the employee's substantive rate of pay or the minimum for the higher position, whichever is greater. An employee cannot be paid more than the maximum of the pay range for the position for which acting pay is being paid.

33.04 Where an employee is required to perform for a temporary period the duties of a lower-paid classification, the employee shall not lose any rights he may have to a merit increase.

33.05 A position shall not be filled by an employee in an acting capacity for a period in excess of six (6) months, except with the authorization of the Deputy Minister.

ARTICLE 34 - TERMINATION OF EMPLOYMENT

34.01 When the Employer intends to terminate the employment of an employee, occupying a regular position, notice of this intention must be served in writing to the employee four (4) months prior to the commencement of his instructional year. If the employee has not had the opportunity to work the scheduled workdays during the term of notice, he shall be paid in lieu thereof for such days.

34.02 When an employee intends to terminate his/her employment with the Employer, at any time during the instructional year, notice of this intention must be served in writing at least two (2) months prior to the effective date of termination or two (2) months prior to termination of the instructional year, whichever comes first. Failure to give notice, or failure to work any scheduled workday, during the term of notice, will result in forfeiture of one day's pay for each day not worked from monies owing to the employee, unless the employee is on a valid absence with pay pursuant to the provisions of the Collective Agreement.

34.03 Clause 34.01 will not apply in cases where termination of employment is for disciplinary reasons.

34.04 When a "Qualified Instructor" terminates his employment or has his employment terminated by the Employer, the employee shall be paid the salary earned to the last day that he was employed plus any accumulated non-instructional time due him.

34.05 When a "Trainee Employee" in the Unit terminates his employment or has his employment terminated by the Employer, the employee shall be paid the salary earned to and for the last day he was employed.

34.06 The employment of a term employee will be terminated at the end of his/her term or at the end of his/her accumulated non-instructional time at the written request of the employee. Such a request must be submitted at least one month prior to the end of the term of employment.

ARTICLE 35 - PROMOTIONS, DEMOTIONS AND TRANSFERS

35.01 For the purpose of this Agreement, the appointment of an employee to a different position constitutes:

(a) a promotion, where the maximum rate of pay applicable to the new position to which the employee is appointed exceeds the maximum rate of pay applicable to the position held by him immediately prior to that appointment;

(b) a demotion where the maximum rate of pay applicable to the new position to which the employee is appointed is less than the maximum rate of pay applicable to the position held by him immediately prior to that appointment;

(c) a transfer, where his new appointment does not constitute a promotion or demotion.

35.02 Where an employee is promoted he shall move to the step of the salary range for the new position that will increase his salary at least five percent (5%) or to the minimum for the new position, whichever is greater.

35.03 Where an employee is promoted, adjustment of salary shall be effective at the latest, on the first day of the bi-weekly pay period which includes the date of the promotion and the anniversary date will not change.

35.04 Where an employee is transferred, he shall retain the same basic rate of pay he was receiving immediately prior to the transfer and shall be eligible for the annual increments applicable to his new position. Any allowance being received by a transferred employee under Article 40 (Responsibility Allowance) or Article 33 (Acting Pay) and not part of his basic salary shall not be applicable unless he is transferred in a supervisory or acting capacity.

35.05 The anniversary date of an employee who is demoted or transferred shall not change.

35.06 Where an employee is appointed to a position that has a lower maximum rate of pay than his rate of pay in a position that he held at the time the appointment was made, the Employer may authorize the continuance of that employee's present rate of pay.

35.07 Where an employee is promoted on his anniversary date and is eligible to receive an increase in accordance with Clause 35.02 and also is entitled to receive an annual increment in his former position, he shall be paid at the rate of pay that gives him an increase of two (2) steps in the pay range or the minimum for the position, whichever is greater.

35.08 Notwithstanding Clause 35.02 hereof, an Academic Instructor upon promotion shall move to the step in the pay range for his new position that will recognize his total years of teaching experience in accordance with the certification and experience chart as per Schedule "A" hereto forming part of this Agreement.

35.09 Where an Academic Instructor is promoted as the result of an improvement in certification, the date of promotion shall correspond with the first day of the bi-weekly pay period which includes the effective date of the new certificate as issued in accordance with the Regulations under the *Education Act*. In cases where an employee does not inform the Employer in writing of an actual improvement or an application for improvement in certification within four (4) months of the effective date of the certificate required for promotion, the promotion will be effective the following January or July whichever is applicable.

35.10 Where an Academic Instructor is promoted as the result of having attained the required years of teaching experience, the promotion will be effective on the first day of the bi-weekly pay period which includes the anniversary date of the employee.

ARTICLE 36 - VACATIONS

36.01 (a) Every "Trainee Instructor" shall earn vacation leave credits for each full calendar month of employment. A calendar month shall be deemed to begin on the first working day of the month.

(b) Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds eleven (11) working days in that month, no vacation leave credits shall accumulate.

(c) A "Trainee Instructor" who commences employment on or before the fifteen (15th) of the month shall be eligible to begin accumulating vacation leave credits for that month. A "Trainee Instructor" who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation leave credits the following month.

36.02 The vacation leave credit:

(a) for employees with less than eight (8) years of employment shall be one and one-quarter (1 1/4) days per calendar month;

(b) for employees with eight (8) or more years of employment shall be one and two-thirds (1 2/3) days per calendar month.

(c) for employees with twenty (20) or more years of employment shall be two and one-twelfth (2 1/12) days per calendar month.

36.03 The provisions of Clause 36.02 hereof do not apply to a "Qualified Instructor" in any year where he has taken his two (2) month non-instructional period.

36.04 A "Qualified Instructor" whose employment is terminated for any reason shall not be entitled to be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit as provided under Clause 36.02 whenever the appropriate portion of salary earned for the subsequent two (2) month non-instructional period is paid in accordance with Article 34 (Termination of Employment). It shall be considered that portion of salary paid for the subsequent two (2) month non-instructional period includes vacation pay entitlement.

36.05 A "Trainee Instructor" whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit as provided under Clause 36.02.

ARTICLE 37 - MATERNITY LEAVE/PARENTAL LEAVE

37.01 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.

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

37.03 At the request of the employee, Maternity Leave shall commence at any time within eight (8) weeks prior to the delivery date.

37.04 Notwithstanding Clause 37.03, when an employee is unable to perform her regular duties due to her pregnancy, the Employer will make every reasonable effort to relocate the employee to a position or job consistent with her capacity. The Employer will not displace any other employee from his position in order to effect this relocation. If the Employer is unable to relocate such employee, the Employer may direct such employee to proceed on maternity leave where in its opinion the interest of the Employer so requires.

37.05 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 37.04 hereof 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.

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

37.07 During the period of maternity leave of up to seventeen (17) weeks only, specified in clause 37.02 hereof:

- (a) an employee continues to earn seniority and continuous service credits;
- (b) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans;
- (c) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which she is on maternity leave for more than one-half (1/2) the number of working days in that month.
- (d) An employee maintains and accrues non-instructional time benefits for any calendar month in which she is on maternity leave for more than one-half (1/2) the number of working days in that month.
- (e) the anniversary date shall not change.

37.08 After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six months 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 be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen continuous weeks immediately following the minimum waiting period for unemployment insurance benefit eligibility.

37.09 In respect of the period, maternity leave payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the regular rate of pay for each week of the two (2) weeks waiting period less any other monies earned during this period; and
- (b) payments equal to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of her 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.
- (c) "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 or any other form of supplementary compensation.

37.10 An applicant under clause 37.09 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and continue to work for the Employer for a period of six months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

37.11 An employee who resigns her position for maternity reasons shall retain her accrued sick leave and retirement allowance credits if she becomes reemployed in Part I of the Public Service within six (6) months from the date of her resignation provided such benefits have not been previously liquidated.

37.12 An employee who is absent from work and is receiving Worker's Compensation benefits is not entitled to any benefits under this article.

37.13 When an employee on maternity leave wishes to return to work earlier than provided for under 37.02 above she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

37.14 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.

37.15 The total number of weeks an employee is eligible for maternity leave may be advanced, delayed or shortened by mutual agreement between the Employer and the employee.

37.16 An employee granted extended maternity leave pursuant to clause 37.15 hereof may where permissible under the relevant group insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

37.17 Instructors proceeding on to Maternity Leave during the period that would have been, but for maternity leave, her non-instructional time, shall receive her pay for her non-instructional time prior to proceeding on leave.

37.18 Parental Leave/Adoption Leave

(a) An employee who is a natural or adoptive parent shall be granted, upon request in writing, parental leave without pay for a period of up to thirty-seven (37) consecutive weeks.

(b) Such leave shall commence no earlier than the date on which the new-born or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.

(c) Such leave shall be requested a minimum of six (6) weeks prior to the commencement of such leave in the case of natural parents and as soon as possible prior to the commencement of such leave in the case of adoptive parents.

(d) The total number of weeks an employee is eligible for adoption leave may be shortened or lengthened by mutual agreement between the Employer and the employee.

(e) During the period of parental/adoption leave of up to thirty-seven (37) weeks only specified in clause 37.18(a) hereof:

(i) an employee continues to earn seniority and continuous service credits;

(ii) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

(iii) an employee maintains but does not accrue sick leave or vacation leave benefits/non-instructional time benefits for any calendar month in which she is on parental/adoption leave for more than one-half (1/2) the number of working days in that month.

(f) An employee granted extended Adoption Leave pursuant to clause 37.18(d) above may, where permissible under the relevant group insurance plans continue contributions including those of the Employer, during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

(g) An employee who resigns his/her position for parental reasons shall retain his/her accrued sick leave and retirement allowance credits if he/she becomes reemployed in Part I of the Public Service within six (6) months from the date of his/her resignation.

(h) An employee returning to work from Parental/Adoption Leave shall be reinstated to his/her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to his/her departure on Parental/Adoption Leave.

ARTICLE 38 - LAYOFF AND RECALL

38.01 A layoff for the purpose of this agreement shall be defined as a termination of employment because of lack of work or because of the discontinuance of a function.

38.02 In the event of layoff, the Union and Employer shall meet and discuss the appropriate manner of effecting this layoff, including what displacements, if any, will occur and what recall rights the affected employee(s) may have.

38.03 (i) In all cases of layoff, the senior employee who holds or has held a regular position or a term employee appointed to a term position through the competitive process shall be given preference pursuant to Article 30.04, for any position for which he/she is competent and for which he/she has the necessary qualifications.

(ii) Where a vacancy occurs for a regular position within the bargaining unit, the Employer shall, when filling this vacancy, first offer this position to the most senior employee on recall who, at the time of layoff, held a regular position or a term position to which he/she had been appointed through the competitive process, and for which he/she is competent and qualified.

(iii) Where a vacancy occurs for a term position within this bargaining unit, the Employer when filling this vacancy shall first offer this position to the most senior employee on recall who has the competence and necessary qualifications to satisfactorily fulfill the position.

(iv) Further, employees on recall shall be given preference for any casual employment which occurs within the institution from which he was laid off for which he is competent and for which he has the necessary qualifications.

38.04 All employees in the bargaining unit shall be entitled to the rights and protections provided such employees by the *Civil Service Act* and Regulations thereunder in relation to layoff and recall. In addition, the Employer will make every reasonable effort to provide employees with an additional thirty (30) calendar days notice of layoff.

38.05 Prior to laying off full time or part-time employees, either regular or term, the Employer shall first release casual or temporary persons and casual employees in the classification series in that institution.

38.06 Where it is determined by the Employer to be in the best interest of efficient operations to cancel an established course that has been in existence for four (4) years or for a longer period prior to the effective date of this Agreement, the Employer will make every reasonable effort to give any regular employees affected:

- (a) a four (4) month prior notice of layoff, or
- (b) reassignment within the same establishment and institution to jobs for which they are qualified, or
- (c) short-term training of up to six (6) months, where this training would permit the employee to obtain the necessary qualifications to fill a vacant position.

38.07 Where an employee is rehired within twelve months after being laid off:

- (a) employment in the position held at the time he/she was laid off and employment in the position to which the employee is appointed constitutes continuous employment; and

- (b) the intervening time during which the employee was not employed in the Public Service is not included for the purpose of calculating accruable benefits under this Agreement.

38.08 During their 12 month recall period, employees recalled on a term or casual basis into this bargaining unit, while so employed, will have all the benefits afforded them under of the collective agreement.

38.09 For the purposes of determining layoff notice under Article 38, Non Instructional Time shall not be considered to constitute notice.

38.10 This article shall not apply to anyone employed on a casual basis.

ARTICLE 39 - RETIREMENT

39.01 Subject to the limitations in Articles 39.03, 39.04 and 39.06 below, when an employee with a continuous service date falling before July 31, 2020 and having continuous service of five (5) years or more, retires due to disability, death or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of service and prorated for each partial year of service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. However, it is understood that once credited years of service have been utilized for the calculation of a retirement allowance they cannot be used in the calculation of a second retirement allowance following a subsequent hiring. Such allowance for part-time and seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

39.02 An employee who "retires" is one who retires at age fifty-five (55) (or later) or on account of disability.

39.03 Where an employee with a continuous service date falling before July 31, 2020 dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be.

39.04 The retirement allowance will be discontinued effective July 31, 2020 as follows:

- (i) Employees with a continuous service date falling on or after July 31, 2020 are not eligible for a retirement allowance.
- (ii) Employees with a continuous service date falling before July 31, 2020 shall retain the full years and partial years of continuous service accumulated up to July 31, 2020 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond July 31, 2020 for the purpose of calculating the retirement allowance.

39.05 The above provisions shall also apply to term employees with a continuous service date falling before July 31, 2020 and having continuous service of five (5) years or more who retire due to disability, death or age.

39.06 Payment of Retirement Allowance

(a) Any employee with a continuous service date falling before July 31, 2020 and who therefore remains eligible for a retirement allowance may select one (1) of the following two (2) options for the payment of their retirement allowance earned up to July 31, 2020:

- (i) an immediate single lump sum payment based on the employee's full years of continuous service and the prorated amount for each partial year of continuous service and regular rate of pay on July 31, 2020; or
- (ii) a single lump sum payment deferred to the time of the employee's retirement based on the employee's full years of continuous service and the prorated amount for partial years of continuous service on July 31, 2020 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.

(b) The immediate lump sum payment option in (a)(i) is also available to regular and term employees with a continuous service falling before July 31, 2020 and who have not yet accumulated five (5) years or more of continuous service.

(c) An employee who selects an immediate lump sum payment under (a)(i) will not be eligible for any further retirement allowance payment at their retirement.

(d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full years of continuous service for the purpose of calculating the retirement allowance no later than three (3) months after the expiration of the collective agreement.

(e) Employees will have until January 31, 2021 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by January 31, 2021, they will be deemed to have deferred their payment until retirement.

(f) At the written request of an employee, payment of retirement allowance in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one payment in each of the two (2) taxation years.

(g) Notwithstanding that the retirement allowance will be discontinued effective July 31, 2020, an employee with a continuous service date falling before July 31, 2020 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the collective agreement and as follows:

- (i) The employee will notify the Employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance;
- (ii) The single lump sum payment will be based on the employee's full years and partial years of continuous service and rate of pay on the effective date the employee has selected;
- (iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.

39.07 Layoff Allowance

(a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after July 31, 2020 for all employees.

(b) When an employee is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time and seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(c) The lay-off allowance provisions shall also apply to term employees having continuous service of five (5) years or more who have been terminated.

(d) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be provided the employee has not been rehired in the Public Service.

39.08 For the purposes of this Article 39 "continuous service" means employment in the Public Service as specified in the First Schedule of the *Public Service Labour Relations Act*, providing there has been no break in service in excess of forty-five (45) working days. For term employees, successive term contracts covering the normal annual working period of similar regular instructors shall constitute "continuous service" for the purpose of Article 39, provided there has not been a break in service in excess of five (5) months.

Except as provided in Articles 37.07 and 37.18, where a continuous period of absence from work on leave of absence without pay or suspension from duty exceeds one-half (½) the number of working days in any month, no service credit shall accumulate for that month in the calculation of retirement allowance.

ARTICLE 40 - RESPONSIBILITY ALLOWANCE

40.01 Effective date of signing employees shall be paid an allowance of eighty dollars (\$80.00) bi-weekly if they are responsible for the administration of one program.

40.02 Effective date of signing employees shall be paid an allowance of one hundred and fifty dollars (\$150.00) bi-weekly if they are responsible for the administration of two or more different programs.

40.03 Notwithstanding Clauses 40.01 and 40.02 hereof, the Employer may, effective date of signing, grant an allowance of eighty dollars (\$80.00) or one hundred and fifty dollars (\$150.00) bi-weekly to an Instructor where specific responsibilities over and above instructional duties are performed.

40.04 An employee holding a position that includes specific responsibilities over and above instructional duties shall be notified in writing by registered mail or personal service two months prior to the loss of, or reduction in, responsibility allowance. Notwithstanding, the responsibility allowance of an employee who is on a leave for more than one (1) pay period will be suspended for the remainder of the leave.

ARTICLE 41 - SABBATICAL LEAVE

41.01 An employee may be granted sabbatical leave for varying periods of up to one year for approved study or travel, or industrial attachment where direct application to the employee's area of responsibility exists. Employees covered by this Agreement shall become eligible for sabbatical leave upon completion of seven (7) years of service with the departments or agencies covered by this Agreement, and shall receive allowances in lieu of salary of up to seventy-five percent (75%) of the employee's basic salary.

41.02 Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the leave allowances.

41.03 As a condition of the granting of sabbatical leave an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period not less than three (3) years. If the employee

(a) fails to complete his course;

(b) does not resume his employment with the Employer following completion of the year; or

(c) voluntarily ceases to be employed before termination of the three (3) year period he has undertaken to serve after completion of the year; he shall repay the Employer on a prorated basis, all allowances paid to him during the sabbatical year, or such lesser sum as shall be determined by the Employer.

41.04 Upon return, the employee will receive a basic salary level not lower than the one he enjoyed before the leave was taken.

41.05 Applications for sabbatical leave shall be reviewed by a committee composed of representatives of both the Employer and the employees.

41.06 Unless indicated otherwise, applications for sabbatical leave shall be submitted by December 1st of each year. The Chairman shall be responsible for informing each applicant as soon as possible whether they have been granted leave or not.

ARTICLE 42 - COURT LEAVE

42.01 (a) An employee is entitled to leave with pay when he/she is required to serve on a jury or to attend as a witness in any legal proceeding where the attendance of witnesses is compelled by law.

(b) An employee is not entitled to leave with pay where he/she is on leave of absence without pay or under suspension, or when the court or similar proceedings have been initiated by himself or with respect to attending court or proceedings not associated with his employment to which he/she is made a party.

(c) Any per diem received by an employee for attendance as a juror or witness shall be remitted to the Employer.

42.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall then report to work.

ARTICLE 43 - PAYMENT OF MEMBERSHIP DUES AND FEES

43.01 Membership in organizations may be purchased on a "one per school" basis when such membership will provide:

(a) material which will be of instructional value;

(b) an opportunity for members of the instructional staff to associate with representatives from business and industry concerned with the employment of their students;

(c) an opportunity to participate in Professional Business or Trade Conferences related to the occupations for which the training is designed to serve;

(d) facilities whereby the school may be more closely associated with the Business and Industrial Community.

43.02 When possible, memberships are to be taken out in the name of the school. When this is not possible, the Instructor in whose name the membership is secured is to understand that the "Benefits" are for the Department or School as a whole.

43.03 Fees and/or dues will not be paid in those instances where the membership is a prerequisite for the position held and/or no material value is afforded to the school.

43.04 No Instructors shall be required to pay any membership fees or dues to any Union other than his certified bargaining agent for the purpose of remaining employed by the Employer as an Instructor.

ARTICLE 44 - CONFERENCES AND SEMINARS

44.01 Where the Employer assigns an employee or where an employee, at his written request, is granted leave to attend a conference, seminar or workshop, payment of the employee's reasonable expenses shall be approved by the Employer.

44.02 At the written request of an employee, the Employer may grant leave with pay up to ten (10) days annually to an employee for the purpose of attending conferences, seminars or workshops.

44.03 The attendance of employees at conferences, seminars or workshops will be consistent with the operational requirements of the Employer.

44.04 Request for leave under conferences, seminars or workshops will not be unreasonably withheld. Where such leave is not granted, the employee will be notified of the reasons for not granting the leave.

44.05 In applying this Article, requests for leaves to attend conferences, seminars or workshops will be for the purpose of direct application to the employee's area of instruction or supervision.

44.06 Where operational requirements permit, an employee may be granted leave with pay to participate in staff development activities.

ARTICLE 45 - INJURED ON DUTY

45.01 Whenever an employee is unable to work as a result of an accident arising out of and in the course of his employment with the Employer, the employee shall be entitled to the benefits provided for pursuant to the provisions of the *Workers' Compensation Act*.

45.02 An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job with the Employer shall receive the difference between the regular pay and the benefit that is paid by the Workers' Compensation Board during his period of disability.

For the purpose of this article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payment, these payments shall be deemed to form part of the Workers' Compensation Board benefits.

45.03 The absence of an employee who is receiving compensation benefits under the *Workers' Compensation Act* shall not be charged against the employee's leave credits.

ARTICLE 46 - LEAVE FOR UNION BUSINESS

46.01 Meetings during the Grievance Process.

- (a) Time off for Union Stewards.

A Union Steward shall obtain the permission of his immediate supervisor before leaving his work to investigate with fellow employees, complaints of an urgent nature, to meet with local management for the purpose of dealing with grievances and to attend local meetings called by the management. Such permission shall not be unreasonably withheld.

Union Stewards: the Employer recognizes the functions of the Union Steward include:

- (i) Servicing complaints or grievances on behalf of the members of the bargaining unit;
 - (ii) Receiving from the Employer information regarding Employer Policies, etc., which affect employees.
 - (iii) Attending meetings as requested by employees in accordance with Article 13.01.
- (b) Employee presenting a Grievance.

Where operational requirements permit, the Employer will grant to an employee:

- (i) where the Employer originates a meeting with the employee who has presented the Grievance, time off with pay,
- (ii) where an employee who has presented a Grievance seeks to meet with the Employer, time off with pay to the employee when the meeting is held at his/her institution and leave without pay, but with salary maintained and reimbursement by the Union when the meeting is held outside his/her institution.

(iii) where an employee has presented a Grievance, and a hearing is held at the final level of the Grievance Process, the employee shall be granted time off with pay to attend that hearing.

(c) Employee who acts as a Representative.

Where an employee wishes to represent at a meeting with the Employer, an employee who has presented a Grievance, or requests his/her presence at a meeting with the Employer pursuant to Article 13.01, the Employer will, where operational requirements permit, grant time off with pay to the representative when the meeting is held at his/her institution and leave without pay, but with salary maintained and reimbursement by the Union, when the meeting is held outside his/her institution.

(d) Grievance Investigation.

Where an employee has asked for or is obliged to be represented by an employee organization in relation to the presentation of a Grievance, and an employee acting on behalf of an employee organization wishes to discuss the Grievance with that employee, the employee and the representative of the employee organization will, where operational requirements permit, be given reasonable time off with pay for this purpose when the discussion takes place in his/her institution, and leave without pay when it takes place outside his/her institution but with salary maintained and reimbursed by the Union. Time off of one half day or less under Article 46.01 (d) will not be charged to the Union.

(e) The Union will inform the Employer in writing of the name of the Union Steward(s) and provide an update as changes occur.

46.02 Preparatory Contract Negotiations Meetings.

Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend preparatory contract negotiations meetings. The employee's salary and benefits will be maintained and the Union agrees to reimburse the Employer for the cost of such leave.

46.03 Meetings between Union and Management.

(a) The Employer will grant time off with pay to a reasonable number of employees who are meeting in joint consultation.

(b) Contract Negotiations Meetings

The Employer will grant leave without pay to a reasonable number of employees to attend contract negotiations meetings. Where it is mutually agreed between the parties an employee may be granted leave with pay for this purpose and the Union will reimburse the Employer for the employee's compensation for such day(s)'s leave granted.

46.04 Union Executive Council Meetings, Annual General Meetings and Conventions.

(a) Where operational requirements permit, the Employer will grant leave without pay to a reasonable number of employees to attend Union Executive Council meetings, annual general meetings and conventions. The employee's salary and benefits will be maintained and the Union agrees to reimburse the Employer for the cost of such leave.

46.05 Union Stewards' Training Courses.

Where operational requirements permit, the Employer will grant two days leave with pay per year to employees who exercise the authority of a Union Steward on behalf of an employee organization to undertake training related to the duties of a Union Steward.

46.06 Union Position

An employee who is elected or selected for a full-time position with the Union shall be granted such leave of absence without pay by the Employer, without loss of accrued benefits, for a period of two (2) years. Such leave may be extended for a further two (2) year leave or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject to the following conditions:

- (a) At least sixty (60) calendar days notice of intention to return to work shall be given to the Employer.
- (b) The employee shall be returned to their previously held position. If the position is not available in their former workplace, they shall be placed in a comparable position in the same department. The first available vacancy in their former workplace, in the same classification and the same employment status will be awarded to the employee without the necessity of posting.
- (c) The Employer will pay any period of orientation required and the Union will reimburse the Employer.
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay that of the Employer.
- (e) The employee's seniority shall continue to accrue.

This clause is not intended to provide greater privileges or benefits than those which would have been enjoyed had the employee not been so elected or selected.

46.07 Any request for leave with or without pay under this Article shall be made in writing to the Employer. Whenever possible, request for such leave of absence will be made two (2) weeks in advance.

ARTICLE 47 - SAFETY AND HEALTH

47.01 Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature. The school safety equipment and apparel so provided shall not be removed from the school premises without the permission of the Employer.

47.02 Subject to Clause 47.01, the Employer shall make available all safety equipment and apparel that is necessary to meet the requirements and comply with the New Brunswick Industrial Safety Code and Regulations where recommended.

47.03 Effective date of signing, an employee required to wear safety boots or safety shoes shall be reimbursed by the Employer a maximum of one hundred (\$100.00) per calendar year providing proof of purchase of a pair of safety boots or shoes is produced by the employee.

47.04 An employee required to wear safety prescription glasses shall be reimbursed by the Employer the actual cost of the lens and frames for one pair of such glasses up to a maximum of \$200.00 including professional fees in a two consecutive calendar year period less the amount paid by the Health Plan, if applicable. At the employee's request, the \$200.00 maximum may be doubled in any one four consecutive calendar year period, less the amount paid by the Health Plan if applicable.

47.05 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

It is mutually agreed that both the Employer and Union shall cooperate to the fullest extent possible towards the prevention of accidents, and in reasonable promotion of safety and health.

ARTICLE 48 - GROUP INSURANCE

48.01 (a) The Employer shall cooperate with the Union to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Union for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at time of signing this collective agreement.

ARTICLE 49 - HEALTH CARE PLAN

49.01 (a) The Employer shall pay seventy-five percent (75%) of the cost of premiums of the Health Plan for all employees who have completed their probationary period. Employee enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

(b) In the event that, during the life of this agreement, additional benefits are added to the Health Plan resulting in higher premiums being levied, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present 75 - 25 cost sharing basis of the Plan.

49.02 The Employer shall pay fifty percent (50%) of the cost of a basic Dental Plan for all employees who have completed their probationary period. Employee enrolment in this Plan shall be on a voluntary basis and implementation of the Plan is dependent on a sufficient number of employees enrolling. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

49.03 A qualified instructor in a term position of less than 10 months duration who normally participates in the Employer's group insurance plans may at his written request continue contributions, including those of the Employer, to such group insurance plans at the end of his accumulated non-instructional time if he is placed on leave without pay and if permissible under the relevant plan. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

49.04 The Employer shall administer for the employees of this bargaining unit the LTD Plan in effect for other employees in Part I of the Public Service.

ARTICLE 50 - TRAVEL POLICY

50.01 The provisions of the Travel Policy as amended and in force from time to time shall apply to employees in the bargaining unit.

50.02 Where an employee is required to travel from his base work location to another work location(s) within Canada or the State of Maine for the purpose of instructing, and where such travel time occurs outside the employee's normal work day as defined in article 16.01(a), the employee shall be entitled to receive straight time off in lieu.

ARTICLE 51 - TRANSFER OF BENEFITS

51.01 Where a person:

- (a) leaves Schedule "A" service and becomes employed in some other part of the Public Service; or
- (b) is appointed to Schedule "A" service after being employed in some other part of the Public Service,

the vacation and sick leave credits that he accumulated prior to his change of employment shall be transferred to his credit if the Board of Management has enacted a provision for such transfer of benefits between Schedule "A" service and that part of the Public Service.

51.02 In the event of a transfer of courses/programs from one institution to another, the employee will be given the opportunity to be transferred and maintain his/her seniority in accordance with Article 30.04.

ARTICLE 52 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

52.01 A Provincial Labour Management Committee made up of representatives for each party shall meet at the request of either party during the administration of the collective agreement. Every reasonable effort will be made to ensure continuity of team membership during the life of the current collective agreement. The committee shall deal with matters of interpretation of the collective agreement and other matters of mutual concern. This committee does not have the power to add to, change or modify this collective agreement. The committee shall be constituted within 30 days of signing of the collective agreement.

52.02 No employee serving on this Committee shall lose salary or other benefits due to an absence or absences from work under this Article. The expenses of the representatives attending a Committee Meeting will be borne by their respective parties.

52.03 The parties agree that the Committee shall be employed as a forum of meaningful dialogue on the interpretation of any Article of the collective Agreement whenever required, contemplated changes in conditions of employment of working conditions and any other matters of mutual interest to the parties.

52.04 A meeting of the Committee shall be convened by the parties within ten (10) working days of the date that either party receives an agenda from the other that any matter as outlined under Clause 52.02 needs to be referred to joint discussion, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the ten (10) working days or make such other arrangements as is acceptable to the party that issued the notice.

52.05 Where an Agreement is reached by the Committee, it shall be binding on the parties to this Agreement and any directive required to ensure fulfilment of the agreed recommendations shall be distributed by the party or parties through their regular channels of communications.

52.06 Should the Committee fail to reach agreement on a matter of interpretation or settlement of a dispute, either party may refer its differences in accordance with the provisions of the grievance procedure, Article 13.07.

ARTICLE 53 - TECHNOLOGICAL CHANGE

53.01 Technological change means 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 working conditions of employees.

53.02 (a) Where technological change is to be implemented, the Employer will, as much as possible, seek ways and means to minimize adverse effects on employees which might result from such changes.

(b) When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the bargaining unit the Employer agrees to notify the Union at least four (4) months prior to the date the change is to be implemented. During this period, the parties will meet to discuss steps to be taken to assist employees who could be affected. The written notice will provide the following information:

- (i) the nature and degree of changes;
- (ii) the anticipated date or dates on which the Employer plans to effect change;
- (iii) the location or locations involved; and when possible,
- (iv) the approximate number, classification, and location of employees likely to be affected by the change; and
- (v) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

53.03 If as a result of 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.

53.04 If, after a reasonable period of training, the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to give preference to the affected employee in such position as may be available in that institution for which he/she has the necessary competence and qualifications. Should technological change result in layoff of an employee, the affected employee will be laid off in accordance with the layoff provisions of this agreement.

ARTICLE 54 - CLERICAL ASSISTANCE

54.01 Operational requirements permitting, clerical assistance and the use of photocopying equipment shall be made available to Instructors as may be reasonably required.

ARTICLE 55 - RATES OF PAY

55.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the schedule of pay rates set out in Schedule "A" attached hereto and forming part of this Agreement, and the said rates of pay shall be effective May 01, 2011.

ARTICLE 56 - PAY DATES

56.01 The Employer will implement a system of direct deposit with a financial institution, of the employee's choice, insured under the *Canada Direct Deposit Insurance Corporation Act*.

56.02 When scheduled pay dates fall on a holiday, the employee shall be paid on the last banking day prior to such holiday.

56.03 At the written request of instructors who are entitled to non-instructional time, the employer will issue salary for the two (2) month non-instructional period on the last pay date in the pay period in which he/she works providing such request is made four (4) weeks in advance of the last pay date. This article does not apply to employees hired after November 19, 2003.

ARTICLE 57 - PENALOGICAL ALLOWANCE

57.01 Where employees are engaged in training in a Federal Maximum Security Prison, such employees shall be paid a penological allowance as follows:

- (a) On a continual basis (daily contact teaching or supervising of inmates) \$1350/year.
- (b) On an occasional basis (50% or more of instructor's time) \$675/year.

ARTICLE 58 - SECONDMENTS

58.01 Prior to an employee being seconded to a position, inside or outside of the bargaining unit, the Employer, the Union and if applicable, the Union of the host bargaining unit, will enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include but are not limited to, length of secondment, hours of work, rate of pay, vacation or non-instructional time, premiums, training, union dues, seniority and grievance/adjudication process.

58.02 Secondments or temporary acting assignments of employees to positions in the Education (Non-Instructional) Group of the New Brunswick College of Craft and Design shall be subject to the Secondment Guidelines in the Letter of Agreement between Board of Management and New Brunswick Union of Public and Private

Employees (Education - Instructional Group) and the New Brunswick Union of Public and Private Employees (Education – Non-Instructional Group) (see Appendix “C”).

ARTICLE 59 - DURATION AND TERMINATION

59.01 With the understanding that only wages at straight time rates are retroactive, this Agreement constitutes the sole and entire Agreement between the parties and shall be in effect for a term beginning August 1, 2020 to February 22, 2021 and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests negotiation of a new agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than six (6) months prior to the expiration of this Agreement or any renewal thereof.

Retroactivity

a) All wage changes in the New Agreement shall be adjusted retroactively and shall be paid at straight time for all hours worked.

b) All employees who have left the service of the Employer since August 1, 2020 and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, former employees shall make claim by notice in writing to the individual department in which they were employed within forty-five (45) calendar days from the signing of this Agreement.

c) No payment will be made to former employees who do not apply in writing within the forty-five (45) calendar days specified in (b) above.

d) Persons not eligible for retroactive payment are:

- (i) those who left their employment before completing their probationary period;
- (ii) those who have been discharged for matters of discipline;
- (iii) those who have left their employment without giving proper notice as defined in this agreement;
- (iv) those whose current rate of pay is above the maximum of their present classification; and
- (v) those who are not employees as defined in Article 5.01 of this Agreement

e) The Union will undertake to publicly advise former employees of their entitlement to retroactive wages following the signing of the new collective agreement.

59.02 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, pursuant to the provisions of the *Public Service Labour Relations Act*.

IN WITNESS WHEREOF the parties have signed this 31 day of January, 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves_____.

Susie Proulx-Daigle_____.

Peter Ashfield_____.

**SCHEDULE A
 EDUCATION (INSTRUCTIONAL)
 COMMUNITY COLLEGE INSTRUCTOR
 BI-WEEKLY RATES
 AUGUST 1, 2020**

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
1.12%	1850	1921	1998	2082	2160	2247	2340	2433	2531	2629	2740	2847	2933	3018	3108	3201

ADDENDUM

RECRUITMENT & RETENTION : PROGRESSION TO STEP 13

(Applies only to College Instructors whose normal max rate of pay is set at Step 13)

New Step	Aug 1/20
	1.12%
12	2847
12A	2874
12B	2903
13	2933

APPENDIX B

ADDENDUM

RECRUITMENT AND RETENTION PROGRESSION TO STEP 13

RE STEP MAXIMUMS

To Reach Step...	Instructor possesses
13 (as per the addendum, must progress through steps 12, 12A and 12B)	First level qualification* (education, etc) For Example: Certificate of Qualifications; Undergraduate degree; college diploma; journeyperson certificate.
14	Qualifications* required for step 13 above plus either: <ul style="list-style-type: none">• A degree in Education, or• A higher degree beyond a bachelor's degree
16	Qualifications* required for step 14 above plus either: <ul style="list-style-type: none">• A degree in Education, or• A higher degree beyond a bachelor's degree

*Note – Except as provided for the degree in education, no multiple counting of similar level academic/journeyperson attainment will be considered for advancement to higher-level maximum. However, credit for such attainment may be given on initial placement.

APPENDIX C
LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
(EDUCATION - INSTRUCTIONAL GROUP)

AND

NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
(EDUCATION – NON-INSTRUCTIONAL GROUP)

RE: SECONDMENT GUIDELINES

The following guidelines are designed to deal specifically with the secondment (or temporary/acting assignment) of New Brunswick Community College employees in the above-noted bargaining groups, as represented by New Brunswick Union of Public and Private Employees (NBUPPE).

General

1. For the purposes of this agreement, a secondment shall be defined as a temporary (or acting) assignment outside the bargaining unit to which the employee is appointed. For example, a College instructor in the Education (Instructional) group is given a temporary assignment as an Education Program Officer 4 (Department Head) in the Education (Non-Instructional) group.
2. All secondments to positions in the Education (Instructional) group and the Education (Non-Instructional) group shall be made in accordance with the provisions of this agreement.
3. The period of secondment (or temporary/acting assignment) shall be for a reasonable length of time, not to exceed twelve (12) months in duration. Further extension(s) to the secondment of up to a maximum of twelve (12) months may be granted upon mutual written consent of the parties.
4. A seconded employee shall maintain his/her classification in the originating bargaining unit during the full term of the secondment. He/she will continue to pay union dues for the first twelve (12) months in accordance with the applicable provisions of the originating collective agreement.

Terms and Conditions

5. During the secondment period as described above, all terms and conditions of employment of the seconded employee shall be in accordance with the assigned seconded position and the collective agreement covering such position with the following exceptions:

(a) Compensation for the seconded employee shall be governed by the applicable acting pay provisions in the originating bargaining unit. Notwithstanding such provisions in the originating bargaining collective agreement, a seconded employee shall not be paid less than the minimum step of the salary scale nor be paid more than the normal maximum step of the salary scale for the assigned position during the secondment period. However, a seconded employee whose current salary is greater than the maximum step of the salary scale for the assigned position may be maintained at his/her current salary at the discretion of the Department for the duration of the secondment.

(b) Where a College instructor has been seconded to an Education (Non-Instructional) position, such instructor will continue to accrue non-instructional time and will be permitted to take any accumulated non-instructional time during the months of July and August during the first year of secondment. In the second year of the secondment, if applicable, an instructor will not accrue non-instructional time but will instead accrue such vacation as determined by the Education Non-Instructional Agreement based on total continuous service in the public service.

An employee of the Education (Non-Instructional) group seconded to a College instructor position will not be eligible to accumulate non-instructional time during the first year of secondment but will continue to accumulate vacation credits in accordance with the Education (Non-Instructional) collective agreement. In the second year of secondment, if applicable, an employee deemed a “qualified instructor” shall be permitted to accrue non-instructional time in accordance with the provisions of the Education (Instructional) collective agreement.

(c) With respect to the accumulation of seniority, notwithstanding any seniority provisions in either collective agreement, an employee on secondment shall continue to accumulate seniority in the originating bargaining unit and shall retain such seniority on return to the originating bargaining unit.

(d) During the period of secondment, the bargaining unit covering the assigned seconded position shall deal with any representational issues.

(e) An employee on secondment shall be eligible, if applicable, to an anniversary increment(s) in accordance with the employee’s classification and applicable provisions of the originating collective agreement. Where applicable, an adjustment may be made to the additional compensation being paid. Upon return, an employee shall be advanced such steps in the salary scale, as he/she would have received if he/she had remained in the originating position.

Procedures

6. The Department of Post-Secondary Education, Training and Labour shall advise the bargaining group(s) in writing of all secondment(s) within (1) month of the secondment (or temporary/acting assignment).

7. The Department of Post-Secondary Education, Training and Labour will provide written confirmation of the secondment to the employee detailing the terms and conditions of the secondment. A copy shall be provided to the NBUPPE.

8. It is further understood that the parties will work together to resolve any outstanding matters that may subsequently arise from the above-noted secondment arrangements.

Duration of Agreement

9. By mutual agreement, the parties may renew, modify or rescind this agreement at any time, subject to a thirty (30) working days written notice by either party.

Dated at Fredericton, this 31 day of January, 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Susie Proulx-Daigle

Peter Ashfield

LETTER OF UNDERSTANDING

BETWEEN : Her Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the “Employer”, party of the first part.

AND : The New Brunswick Union of Public and Private Employees (NBUPPE), Education (Instructional), hereinafter called the “Union”, party of the second part.

RE : RESPONSIBILITY ALLOWANCE REGARDING COORDINATION DUTIES
GUIDELINES IN THE DEPARTMENT OF POST-SECONDARY EDUCATION,
TRAINING AND LABOUR

In accordance with Article 40, an instructor may be appointed in writing by the Principal or Dean the responsibility of coordinating one or more programs during the instructional year.

Duties may include but are not limited to:

- Program scheduling
- Coordinate program marketing activities
- Coordinate Prior Learning Assessment and Recognition (PLAR)
- Verify course outline for adherence to curriculum standard
- Monitor and advise at-risk students/mediate/respond to inquiries
- Coordinate testing, marking, evaluation and exams
- Order textbooks/supplies
- Represent department at committee meetings
- Liaise with counselors/other departments
- Other related non-supervisory duties as required for the efficient and timely delivery of its programs and services

The above list of duties may be amended from time to time upon consultation with the bargaining agent.

Dated at Fredericton, this 31 day of January 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Susie Proulx-Daigle

Peter Ashfield

LETTER OF UNDERSTANDING

BETWEEN : Her Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the “Employer”, party of the first part.

AND : The New Brunswick Union of Public and Private Employees (NBUPPE), Education (Instructional), hereinafter called the “Union”, party of the second part.

RE : INSTRUCTOR DEVELOPMENT PROGRAM

In accordance with the classification specification of the College instructor, the Department of Post-Secondary Education, Training and Labour will endeavour, where feasible and practicable, to assign all employees who are not pedagogically qualified at the time of appointment to attend and the opportunity to complete the instructor development program within five (5) years of initial appointment.

Dated at Fredericton, this 31 day of January 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Susie Proulx-Daigle

Peter Ashfield

LETTER OF UNDERTAKING

BETWEEN : Her Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the “Employer”, party of the first part.

AND : The New Brunswick Union of Public and Private Employees (NBUPPE), Education (Instructional), hereinafter called the “Union”, party of the second part.

RE : TERM POSITIONS IN THE DEPARTMENT OF POST-SECONDARY EDUCATION, TRAINING AND LABOUR

The Department of Post-Secondary Education, Training and Labour will continue its efforts in providing opportunities for employees in term instructor positions to obtain employment in regular instructor positions in accordance with the intent and spirit of the *Civil Service Act*.

The Department of Post-Secondary Education, Training and Labour will offer current term employees who have an annually recurring teaching assignment an extension of their term appointment of three (4) years. This offer shall not apply to those term employees who have been appointed to a term position to replace an absent regular or term instructor.

It is acknowledged by the Union and the Employer that following the exhaustion of non-instructional time (NIT) for qualified instructors or vacation for trainee instructors, and before the commencement of the upcoming instructional year, a term employee may be placed on leave without pay, consistent with the Employer’s current practice.

A laid-off or a non-renewed term employee with three (4) of more years of service shall be given preference, based upon seniority, for employment on a term or casual basis provided that the employee is competent and for which he has the necessary qualifications for the casual or term employment.

A laid-off or a non-renewed term employee with three (4) of more years of service will have recall provisions for a period of twelve (12) months.

The parties understand and agree that term employees who were not appointed through the competitive process will not be given preference for competitive positions.

Dated at Fredericton, this 31 day of January, 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Susie Proulx-Daigle

Peter Ashfield

LETTER OF AGREEMENT

BETWEEN : Her Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the “Employer”, party of the first part.

AND : The New Brunswick Union of Public and Private Employees (NBUPPE), Education (Instructional), hereinafter called the “Union”, party of the second part.

RE : AUDITING OF UNION DUES COLLECTION

Whereas the Union has expressed a concern regarding the accuracy of dues collection; and

Whereas the parties agree that the availability of data is lacking to properly understand and assess the reasons and nature, frequency and magnitude of any errors in the collection of dues;

The parties agree to put into place the following for the life of this contract:

- Once every six months, the Employer shall verify the number and the status of employees in this bargaining unit to ensure appropriate union dues are being collected. If the Employer uncovers an error or omission in dues collection, it will immediately correct it.
- In addition, the Employer will track the number and relevant particulars of the errors that are uncovered as a result of this process and report these findings to the Union upon the expiration of the contract.

This letter of agreement shall expire on the last day of this collective agreement being February 22, 2021.

Dated at Fredericton, this 31 day of January, 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves

Susie Proulx-Daigle

Peter Ashfield

MEMORANDUM OF AGREEMENT

BETWEEN : Her Majesty in Right of the Province of New Brunswick as represented by Treasury Board, hereinafter called the “Employer”, party of the first part.

AND : The New Brunswick Union of Public and Private Employees (NBUPPE), Education (Instructional), hereinafter called the “Union”, party of the second part.

RE : CASUAL EMPLOYEES WITH LESS THAN SIX MONTHS CONTINUOUS SERVICE

Further to *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, the Parties enter into this Memorandum of Agreement pursuant to Section 10 of the Act, and set forth the following provisions, which are binding on the Employer, the Union, and the employees in the bargaining units for which the Union has been certified.

Only the following terms and conditions shall apply to casual employees with less than six months continuous service.

Status of Employment

In accordance with section 63.1(2) of the *Public Service Labour Relations Act*, a collective agreement shall not provide, directly or indirectly, for the alteration or elimination of an existing term or condition of employment or the establishment of a new term or condition of employment if the alteration, elimination or establishment, as the case may be, has the effect of giving a casual employee permanent employee status.

As per the above, it is understood that casual employees with less than six months continuous service do not hold permanent employment within the Public Service.

Seniority

Seniority for casual employees with less than six months continuous service shall be the number of hours of service in casual employment, excluding overtime, in Part I of the Public Service from June 17, 2010. Service will only include hours actually worked by the casual employee with less than six months continuous service.

Effective the date of signing of this Memorandum of Agreement, a casual employee with less than six months continuous service shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of casual employees with less than six months continuous service and shall make this list available to the Union during February 1st of each year.

Union Dues

The Employer shall deduct union dues from all casual employees with less than six months continuous service.

Rate of Pay

A casual employee with less than six months continuous service shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the casual employees with less than six months continuous service is working,
- or
- (b) a rate of pay higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

Vacation

In addition to the applicable rate of pay,

- (a) casual employees with less than six months continuous service who have less than eight years of continuous employment with the employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.
- (b) casual employees with less than six months continuous service who have eight or more years of continuous employment with the employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

Holidays

The seven (7) public holidays are New Year's Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one of those days under the *Employment Standards Act*.

A casual employee with less than six months continuous service shall receive pay for public holidays in accordance with the *Employment Standards Act*.

Grievances

A casual employee with less than six months continuous service shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Memorandum of Agreement.

Dated at Fredericton, New Brunswick, this 31 day of January, 2023.

FOR THE EMPLOYER

FOR THE UNION

Ernie Steeves _____.

Susie Proulx-Daigle _____.

Peter Ashfield _____.