

AGREEMENT
BETWEEN
BOARD OF MANAGEMENT
AND
NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: EDUCATION (NON-INSTRUCTIONAL)

EXPIRES: February 22, 2021

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LETTER OF AGREEMENT 39

THIS AGREEMENT SIGNED THIS ____DAY OF _____ 2023.

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE, as represented by Board of Management, hereinafter called the Employer,

AND: New Brunswick Union of Public and Private Employees hereinafter called the Union.

PREAMBLE:

Whereas it is the intention and purpose of the parties to this Agreement to maintain the existing harmonious relations and settled 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 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.

ARTICLE 1 - DEFINITIONS:

1.01 Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used if this is required in the context.

Whenever the masculine is used in the Agreement, it shall be considered as if the feminine has been used, and vice versa, if this is required in the context.

1.02 Normal Maximum - The point within a salary range representing the maximum pay for a fully qualified satisfactory performer in a job. The normal maximum for the five (5) salary levels in this group is step 17.

Discretionary Maximum - The point within a salary range between the normal maximum and the maximum allowed for re-earnable increments. The discretionary maximum for the five (5) salary levels in this group is step 18, 19, 20, 21.

Merit Increase - An adjustment to individual salary based on documented assessment of performance.

Re-earnable Increments - Temporary payments based on exceptional performance authorized at the discretion of the Deputy Minister or designate.

1.03 Employee shall mean 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.

1.04 "Casual Employee" means an employee who is employed:

(a) on a temporary basis to respond to a temporary increase in workload;

(b) on a temporary basis to replace an absent employee; or

(c) on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

The terms and conditions of employment for a casual employee employed for a period of less than six (6) continuous months are contained in Appendix "D".

1.05 "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 immediately following the date on which the person reports to the Employer for duty; and on the expiration of such period of six (6) months the deputy head or his designate may extend the probationary period for further periods of three (3) months but, the total probationary period shall not exceed twelve (12) months. Probationary employees may be terminated during their probationary period and such action shall not be subject to the grievance and adjudication process. Notice of extension of the probationary period shall be in writing.

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

ARTICLE 2 - APPLICATION OF AGREEMENT:

2.01 The provisions of this Agreement apply to the Employer, the Union and the employees to whom Certification Order No. 035 PS I i applies.

ARTICLE 3 - FUTURE LEGISLATION AND THE AGREEMENT:

3.01 In the event that any law passed by the Legislative Assembly of the Province, applying to Public Servants covered by this Agreement, renders null and void, or materially alters, any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement. Further, the parties, at the request of either of them, shall, where applicable, enter into negotiations with a view to arriving at a mutually satisfactory provision to be substituted for the provision rendered null and void or materially altered. Should such negotiations fail to achieve agreement, the parties may submit the matter to binding arbitration under the *Public Service Labour Relations Act*.

ARTICLE 4 - RECOGNITION:

4.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the Bargaining Unit.

ARTICLE 5 - MANAGEMENT RIGHTS:

5.01 The Union recognizes that all rights and responsibilities of the Employer not specifically covered, abridged, delegated, or modified by this Agreement shall remain the exclusive rights and responsibilities of the Employer.

ARTICLE 6 - UNION SECURITY:

6.01 The Employer shall deduct from the wages due to every employee in this bargaining unit an amount equal to the regular monthly dues of the Union. The deductions from pay for each new employee in respect of each month will start with the first full month of employment.

6.02 The amounts deducted in accordance with Clause 6.01 shall be remitted by cheque to the Accounting Officer of the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. 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 NBUPPE dues, classification, pay step number and status.

6.03 The Union shall advise the Employer in writing of the amount of its regular monthly membership dues.

6.04 (a) The parties agree to co-operate and acquaint present and future employees with the conditions of employment set out in this Agreement. The Employer will provide each new employee with a copy of the Collective Agreement on hiring.

(b) The Union shall be responsible for the printing of the bilingual collective agreement, with the Employer's approval of the text and commitment to cost share 50%.

The Union will distribute the Agreement to all members.

ARTICLE 7 - DISTRIBUTION OF THE AGREEMENT:

7.01 The Employer shall make the Agreement available in both official languages to all members of the Union on an electronic basis within 30 calendar days after the signing of the agreement or within five calendar days when an employee becomes a member of the Union.

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

ARTICLE 8 - CORRESPONDENCE:

8.01 Official communications in the form of correspondence between the Employer and the Union may be given by mail as follows:

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

TO THE UNION: The Accounting Officer
 New Brunswick Union of Public and Private Employees
 (The Union shall keep the Employer informed of the address of its Accounting Officer.)

ARTICLE 9 - DISCRIMINATION:

9.01 There shall be no discrimination, restraint, or coercion exercised or practiced upon any employee by either party because of membership in the Union or in contravention of the *Human Rights Act* of the Province of New Brunswick, as amended from time to time.

At the time of signing of this agreement, the prohibited grounds are: race, colour, religion, national origin, ancestry, place of origin, age, physical disability, mental disability, marital status, sexual orientation, and sex.

The parties will make every reasonable effort to establish work environments that are free from harassment and abuse.

ARTICLE 10 - STRIKES AND LOCKOUTS:

10.01 There shall be no strikes or lockouts or any other interruptions during the term of this Agreement.

ARTICLE 11 - UNION/MANAGEMENT COMMITTEE:

11.01 The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and shall establish within 30 days of the execution of this agreement an Union/Management Committee consisting of a minimum of three representatives each for the Union and the Employer.

11.02 A meeting of the Committee will be scheduled within thirty (30) calendar days of notification from either party. The time and location of the meeting will be mutually agreeable. When possible, these meetings will take place by conference call.

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

11.04 The Committee shall deal with matters of mutual interest and concern in an attempt to facilitate harmonious relations between the Employer and the Union and its members. The Committee shall function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement.

11.05 No later than thirty (30) calendar days prior to the intended layoff of an employee, the Employer agrees to convene a meeting of the Committee to discuss this matter.

ARTICLE 12 - DISCIPLINE:

12.01 No employee who has completed his probationary period shall be disciplined, either by written reprimand, suspension with pay, suspension without pay or discharge, except for just cause. A record of the disciplinary action shall be provided to the employee and a copy placed in his personnel file.

12.02 Where an employee is disciplined by suspension without pay or by discharge, the Employer shall within ten (10) working days of such disciplinary action provide the employee with the written reason(s) for such action. If no action is taken within the specified period, no further reference will be made with respect to the said activity or incident.

12.03 A record of disciplinary action, as defined in 12.01, shall be removed from the employee's personnel file and not be used against an employee after the expiration of eighteen (18) months after the disciplinary action was taken provided no record of similar incidents have been added to the employee's personnel file during that period.

12.04 Upon request, an employee shall be given an opportunity to read any documents in the employee's personnel file.

12.05 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Clauses 12.01 and/or 12.02, then the employee shall be immediately reinstated in his former position without loss of any 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.

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

ARTICLE 13 - GRIEVANCE PROCEDURE:

13.01 Where an employee or group of employees feels aggrieved by the interpretation or application in respect of a provision of a Statute, or a regulation, by-law, direction or other instrument made or issued by the Employer, dealing with the terms and conditions of employment or an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting his/her terms and conditions of employment and where the employee has the written consent of the Union the following procedure shall apply with the exception of group grievances, which shall proceed directly to Step 2:

STEP 1: Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his/her grievance in writing either by personal service or by

mailing by registered mail, on the form authorized by the Labour and Employment Board to the person designated by the Employer as the first level in the grievance procedure for this Bargaining Unit. If the employee receives no reply or does not receive satisfactory settlement within ten (10) days from the date on which he presented his/her grievance to the person designated as the first level in the grievance procedure, the employee may proceed to Step 2.

STEP 2: Within ten (10) days from the expiration of the ten (10) day period referred to in Step 1, or in the case of a group grievance, the employee, or group of employees may present the grievance in writing at the final level of the grievance process by personal service or by mailing it by registered mail to the person designated by the Employer as the final level of the grievance procedure for employees of this Bargaining Unit. The person designated as the final level shall reply to the grievance in writing to the employee within ten (10) days from the date the grievance was presented at the final level. Should the employee(s) not receive the reply or satisfactory settlement of the grievance within ten (10) days from the date on which it was presented at the final level, the employee(s) may refer the grievance to adjudication as provided in Article 14 of this Agreement, within fifteen (15) days of the date on which a reply should have been received from the person designated as the final level.

LEVEL	EMPLOYEE'S TIME TO PRESENT GRIEVANCE WITHIN	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND WITHIN
FIRST	20 Days after the alleged grievance has arisen or has come to the employee's attention	Person designated by the Employer	10 Days from receipt of written grievance
SECOND	10 Days from expiration of "Employer's time to respond within" in First Level	Person designated by the Employer	10 Days from receipt of written grievance

13.02 In any case where the employee presents his/her grievance in person or in any case in which a hearing is held on a grievance, at any level of the grievance procedure, the employee may be accompanied by a representative or agent of the Union.

13.03 In determining the time within which any step under the foregoing procedure is to be taken, Saturdays, Sundays and recognized holidays should be included.

13.04 The parties may agree to extend the time limits specified herein.

13.05 Any matter giving rise to a dispute between the Union and the Employer shall be dealt with at the final level of the grievance procedure within twenty (20) days of the occurrence of the matter. Should the matter not be settled, either party may refer the dispute to the Chairperson of the Labour and Employment Board pursuant to Section 92(1) of the *Public Service Labour Relations Act*.

ARTICLE 14 - ADJUDICATION:

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

14.02 In any reference to adjudication, including references arising out of any form of discipline as defined in Article 12.01 or the loss of any remuneration, benefits or privilege, the adjudicator or board of adjudication, as the case may be, shall have full power to direct payment of compensation, vary penalties, direct reinstatement of a benefit or privilege or order the Employer to take such appropriate action to finally settle the issues between the parties and may give retroactive effect to its decision.

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

ARTICLE 15 - POSTING OF COMPETITIONS:

15.01 Newly created positions or vacancies in this bargaining unit shall be filled in accordance with the *Civil Service Act* and Regulations and shall be notified to the Union and posted in all places where members of the Bargaining Unit work at least two (2) weeks prior to the closing date for receiving application to fill such positions or vacancies.

15.02 The notices referred to in Clause 15.01 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.

ARTICLE 16 - LAYOFF AND RECALL:

16.01 For the purpose of this Article, “workplace” shall mean the applicable head office or campus to which a particular employee reports.

16.02 The parties recognize that, pursuant to section 63(2) of the *Public Service Labour Relations Act*, when conflict occurs between the provisions of this article and the *Civil Service Act*, the *Civil Service Act* shall prevail.

16.03 Seniority shall be the total number of regular hours accumulated by an employee from the last date of hire in the bargaining unit.

16.04 Upon signing of this agreement, a conversion of the years of service (full-time) or parts thereof to seniority hours for each employee shall be completed by using 1885 hours for each continuous year of service or parts thereof. From the date of conversion all hours paid shall be considered seniority hours.

16.05 In the event of a shortage of work that requires a reduction in the number of positions in a workplace, employees in those positions will be laid off in reverse order of seniority.

16.06 The Employer shall release persons employed on a Casual or Temporary Basis prior to laying off a full-time or part-time employee, either regular or term, provided the employee identified for layoff has the qualifications and competence to satisfactorily perform the work of the casual or temporary worker.

16.07 Seniority shall be applied as follows:

(a) 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 for any position in the workplace and the same or lower classification for which he/she is competent and has the necessary qualifications. If no such position exists in the workplace, the employee shall be entitled to the same preference in relation to the Bargaining Unit for which he/she is competent and has the necessary qualifications.

(b) 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, provided he/she has the competence and necessary qualifications to satisfactorily fulfill the vacant position.

(c) 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 vacant position.

(d) Further, employees on recall shall be given preference for any casual employment which occurs within the workplace from which he was laid off for which he is competent and has the necessary qualifications. Employees on recall who accept work on a Casual or Temporary Basis shall remain eligible for regular full-time or term positions during their recall period.

16.08 (a) While governance of the employee's workplace remains in Part I of the Public Service, that employee 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 shall:

- (i) make every reasonable effort to provide the employee with an additional thirty (30) days' notice of layoff.
- (ii) provide 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.

(b) If governance of the employee's workplace no longer remains in Part I of the Public Service, the *Civil Service Act* and Regulations shall no longer apply, but the Employer shall:

- (i) make every reasonable effort to provide the employee with a total of sixty (60) days' notice of layoff.
- (ii) provide 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.

16.09 Where an employee is rehired within twelve (12) months after being laid off:

(a) the periods of employment in the position held at the time he/she was laid off and employment in the position to which the employee is rehired constitute a period of continuous employment; and

(b) the intervening time during which the employee was laid off is not included as continuous employment for the purpose of calculating accruable benefits under this agreement.

16.10 Article 16.09 shall not apply to anyone employed on a Casual or Temporary Basis, regardless of the actual duration of their employment.

16.11 An employee who, notwithstanding his/her status as an employee under this Agreement, is recalled for casual or temporary work during the twelve (12) month period referred to in Article 16.09 shall have the remaining portion of his/her twelve (12) month period applied following this period of temporary or casual work. The employee shall be entitled to all benefits available pursuant to the collective agreement during the period of casual or temporary work.

ARTICLE 17 - WAGES:

17.01 The rates of pay for employees shall be in accordance with the rates set out in the attached Schedule A which forms part of this Agreement.

17.02 If a new classification comes into being 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, the pay shall be determined relative to the points allocated to the classification in the evaluation process, as agreed between the Employer and the Union. The Employer may set an interim rate for such classification.

17.03 **Anniversary Date**

(a) Anniversary dates for employees may remain unchanged; or at the discretion of the Deputy Minister, the anniversary dates for all employees in a department may be changed to a common date.

(b) Where the practice of individual anniversary dates is retained, the anniversary date of an employee is the date the employee commenced work or subsequently the date the employee was last promoted.

(c) Where a common anniversary date is chosen, the Deputy Minister or designate may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation. Such pro-rating procedures are to be established in consultation with the Department of Human Resources.

17.04 **Merit increases**

(a) Subject to documented assessment and performance review undertaken pursuant to the Performance Management system, an employee on anniversary date may be granted an increase of up to five (5) steps in the pay scale, not to exceed the Normal Maximum.

For an employee who "meets expectations", as identified in his/her work plan, and is below the control point maximum (CPM) for the pay range, the normal merit increase is two steps, so long as that does not take the employee above the CPM.

(b) At the discretion of the Deputy Minister or designate, anniversary date merit increases, or portions thereof, may be delayed and granted at a subsequent date, without change to the employee's anniversary date.

(c) The number of merit increase pay steps granted for part-time or seasonal employees should be pro-rated or delayed in relation to length of work periods.

(d) Employees paid at or above the Normal Maximum of the Pay Band are ineligible for merit increases.

17.05 **Exceptional Performance**

(a) An employee paid at the CPM may be granted on anniversary date re-earnable increments not to exceed the Discretionary Maximum (DM). Authorization must be based on exceptional performance as assessed pursuant to the Performance Management System.

(b) Given that the rate of pay at the CPM relates to fully developed job performance, the recommended guideline for granting exceptional performance re-earnable increments is for circumstances of clearly extraordinary achievement, or achievement under extraordinary circumstances.

(c) An employee below the CPM may be granted on anniversary date a combination of a merit (permanent) increment and a re-earnable increment. The two combined increases are not to exceed the five (5) steps allowed for exceeding expectations.

17.06 **Re-earnable increments**

(a) Re-earnable increments refer to temporary payments equivalent to pay step increases, authorized at the discretion of the Deputy Minister or designate. Such re-earnable increments are not to exceed the equivalent of four (4) pay steps.

(b) Re-earnable increments are not included in base pay, and do not constitute pensionable earnings.

(c) Re-earnable increments may be included with bi-weekly pay as separate earnings, paid out periodically or at one time, based on the amount and duration of increment authorized.

(d) Employees who are paid above the Normal Maximum are not eligible for re-earnable increments.

These re-earnable increments shall also be noted to have application to 17.07.

17.07 **Special Temporary Assignments**

Subject to the Deputy Minister or designate's discretion:

(a) Employees paid at or below the Normal Maximum may be granted re-earnable increments for the period of special temporary assignment.

(b) The recommended guideline for authorization is for circumstances where the specific temporary assignment clearly exceeds the nature and scope of work normally performed at the employee's pay scale level.

ARTICLE 18 - RATE OF PAY ON PROMOTION, DEMOTION, TRANSFER:

18.01 (a) The appointment of an employee to a different position constitutes:

(i) a promotion, where the normal maximum of the new position is higher than the normal maximum of the old position;

(ii) a demotion, where the normal maximum of the new position is lower than the normal maximum of the old position and the employee is paid at a lower rate;

(iii) a transfer, where the appointment is neither a promotion nor a demotion.

(b) On promotion, an employee is paid at the nearest rate of pay that provides an increase of four (4) pay steps not to exceed the normal maximum of the pay range.

(c) Notwithstanding 18.01 (b), the promotional increase for an employee who has been in receipt of acting pay for at least twelve (12) months is calculated based on the employee's rate of pay including acting pay.

(d) On transfer, an employee continues to be paid at the same rate of pay.

(e) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee may be granted both the merit increase and the promotional increase, or any proportion thereof.

18.02 (a) Where an employee is appointed to a position having a lower normal maximum, or an employee's duties are reclassified to a classification having a lower normal maximum, the employee may be retained at the present rate of pay in effect for that employee immediately prior to the appointment or reclassification. The employee's rate of pay shall be considered red-circled until such time as the discretionary maximum of the salary range is equal to the employee's rate of pay.

(b) Notwithstanding Article 18.02(a), where an employee requests and is granted an appointment to a position having a lower normal maximum, the employee's rate of pay shall be considered red-circled until such time as the normal maximum of the salary range is equal to the employee's rate of pay.

ARTICLE 19 - ACTING PAY / TEMPORARY ASSIGNMENTS:

19.01 Where an employee is directed to temporarily perform for more than five days (5) the duties of a higher paying position, he/she shall be granted acting pay. The amount of acting pay to be granted is an increase equivalent

to four (4) pay steps or five percent (5%) of the employee's current rate of pay, whichever is greater, for the duration of the acting appointment.

19.02 An equivalent benefit will be paid to an employee who is temporarily covering off the entire responsibilities of a lateral position for a period of ten (10) consecutive working days or more while still fulfilling the entire responsibilities of their current position.

19.03 A position shall not be filled in an acting capacity for a period in excess of twelve (12) months, except with the authorization of the Deputy Minister or his/her designate.

19.04 In filling acting positions or temporary assignments within the bargaining unit, the employer shall give consideration to members of the bargaining unit who have the necessary qualifications and competence.

ARTICLE 20 - PAY ON RE-HIRE OF A LAYOFF:

20.01 On re-hire a laid-off employee shall be paid at least the rate of pay being received at the time of layoff unless the employee agrees to accept an appointment at a lesser rate of pay.

ARTICLE 21 – DISCONTINUANCE OF RETIREMENT ALLOWANCE:

21.01 (a) Subject to the limitations in 21.01(b)(c) and 21.02 below, when an employee with a continuous service date falling before March 31, 2016 and continuous service within the Public Service of the Province of New Brunswick 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 continuous service and prorated for each partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay which shall be paid in a lump sum upon retirement at the employee's regular rate of pay.

(b) Where an employee with a continuous service date falling before March 31, 2016 retires due to disability, death 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.

(c) The retirement allowance will be discontinued effective March 31, 2016 as follows:

- (i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.
- (ii) Employees with a continuous service date falling before March 31, 2016 shall retain the full years of continuous service and partial years of continuous service accumulated up to March 31, 2016 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond March 31, 2016 for the purpose of calculating the retirement allowance.

21.02 PAYOUT OF RETIREMENT ALLOWANCE:

(a) Any employee with a continuous service date falling before March 31, 2016 and who therefore remains eligible for a retirement allowance may select one of the following two options for the payment of retirement allowance earned up to March 31, 2016:

- (i) an immediate single lump sum payment based on the employee's full and partial years of continuous service on March 31, 2016 and regular rate of pay on March 31, 2016; or
- (ii) a single lump sum payment deferred to the time of the employee's retirement, based on the employee's full and partial years of continuous service on March 31, 2016 and regular rate of pay at the date of retirement. The lump sum payment shall be made no later than twenty-four

(24) months following the date of retirement. At the option of the employee, retirement allowance may be taken in the form of pre-retirement leave in accordance with Appendix "A".

(b) The immediate lump sum payment option in (a)(i) is also available to employees with a continuous service falling before March 31, 2016 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 and partial years of continuous service for the purpose of calculating the retirement allowance no later than June 30, 2016.

(e) Employees will have until September 30, 2016 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 September 30, 2016, he will be deemed to have deferred his payment until retirement.

(f) Notwithstanding that the retirement allowance will be discontinued effective March 31, 2016, an employee with a continuous service date falling before March 31, 2016 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 March 31, 2016 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 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.

21.03 LAYOFF ALLOWANCE:

(a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after March 31, 2016 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 and partial years 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 seasonal employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

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.

ARTICLE 22 - TRAVEL POLICY:

22.01 The provisions of the Provincial Board of Management Travel Policy as amended from time to time shall apply to employees in the bargaining unit. The parties encourage safe travel methods be utilized.

ARTICLE 23 - HOLIDAYS:

23.01 Employees shall be entitled to the following holidays:

- (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:
 - (i) when Christmas Day is a Monday, the 25th and 26th days of December, or
 - (ii) when Christmas Day is a Tuesday, the 24th, 25th, and 26th days of December, or
 - (iii) when Christmas Day is a Wednesday or Thursday, the afternoon of the 24th day and the 25th and 26th days of December, or
 - (iv) when Christmas Day is a Friday, a Saturday or a Sunday, the 24th to 27th days of December inclusive; and
- (k) any other day proclaimed as a provincial or national holiday.

23.02 Where a day that is designated a holiday for an employee falls within a period of leave with pay, the holiday shall not count as a day of leave.

23.03 Pursuant to 32.01(d), the Education Program Officers employed at the New Brunswick College of Craft and Design will receive leave with pay for those days they would otherwise be scheduled to work between December 26th and January 1st during the life of this Agreement.

ARTICLE 24 - VACATION LEAVE:

24.01 (a) Each employee hired subsequent to February 21, 1990 having less than eight (8) years' continuous service shall accumulate vacation leave credits at the rate of one and one-quarter (1 1/4) days per calendar month of service for which he/she receives pay for at least ten (10) days.

(b) Each employee hired subsequent to February 21, 1990 who has completed eight (8) years' continuous service shall accumulate vacation leave credits at the rate of one and two-thirds (1 2/3) days per calendar month of service for which he/she receives pay for at least ten (10) days.

(c) Each employee hired subsequent to February 21, 1990 who has completed twenty (20) years' continuous service shall accumulate vacation leave credits at the rate of two and one-twelfth (2 1/12) days per calendar month of service for which he/she receives pay for at least ten (10) days.

24.02 An employee shall take the vacation leave credited to him/her in the calendar year in which it is earned unless:

(a) the Employer cannot, due to exceptional operational requirements, grant the employee all the earned vacation leave for that year; or

(b) the employee requests in writing, and subject to the discretionary approval of the Employer, that vacation leave credits (up to a maximum of one year's accumulated credits) be carried forward to the following year.

24.03 If the Employer (as per 24.02 (a) above) cannot grant the employee all the vacation leave accumulated by him/her during that calendar year, such employee will, at the end of the calendar year, carry over the unused vacation leave credits (up to a maximum of one year's accumulated credits) to the following year. Such employee may receive, upon his/her written request and at the discretion of the Employer, cash remuneration in lieu of a portion or all of the unused vacation leave credits.

24.04 Certain employees at the signing of the Collective Agreement may at the end of the calendar year have accumulated, because of the vacation leave language in previous collective agreements, unused vacation leave credits

in excess of one year's accumulated credits. These employees shall receive cash remuneration in lieu of the portion of unused vacation leave that is in excess of one year's accumulated credits. The remaining unused vacation leave credits will be carried over to the following year.

24.05 The remuneration to which an employee may be entitled under Clause 24.03 or 24.04 shall be calculated by multiplying the daily rate of pay the employee is receiving on the last day of the calendar year in which his/her entitlement to such remuneration occurs by the number of unused days of vacation leave the Employer has failed to grant within the period specified in Clause 24.02.

24.06 An employee whose employment is terminated for any reason shall be paid with his/her final pay cash remuneration in lieu of vacation leave accumulated by him/her prior to such termination calculated in accordance with Clause 24.05.

24.07 Vacation leave will as far as possible be scheduled at times acceptable to the employee. However, vacation periods shall be designated by the Employer in accordance with operational requirements.

ARTICLE 25 - SICK LEAVE:

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

25.02 An employee is eligible for sick leave with pay when he/she is unable to perform his/her duties because of illness or an injury for which compensation is not payable under the provisions of the *Workers' Compensation Act* and provided he/she has the necessary sick leave credits.

25.03 (a) Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provisions of clause 25.02 the Employer shall on the request of the employee, grant an advance of sick leave up to fifteen (15) days, or one (1) day per year of pensionable service whichever is greater.

(b) Advanced sick leave shall be paid back at one-half the rate of accumulation, (1.25 days/month divided by 2). No further sick leave advances may be made until the original days actually used are repaid.

(c) In the event that the employee leaves for any reason, except death, he/she will pay back days outstanding at the prevailing rate. A deceased employee's estate shall not be liable to repay advanced sick leave.

25.04 The Employer may require a Doctor's or Nurse Practitioner'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 sick leave, the Employer 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.

ARTICLE 26 - RECORD OF SERVICE:

26.01 The Employer shall provide each employee with an electronic statement of the number of sick leave and vacation leave credits to which the employee was entitled as of the preceding December thirty-first of that year.

26.02 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. This list shall include the classification, 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 27 - MATERNITY LEAVE AND PARENTAL/ADOPTION LEAVE:

27.01 An employee who becomes pregnant shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of the termination of her pregnancy.

27.02 An employee is entitled to maternity leave of up to seventeen (17) weeks without pay. Unless otherwise requested by the employee ten (10) weeks prior to the expected delivery date, this leave shall be taken commencing six (6) weeks prior to the expected delivery date and ending no later than eleven (11) weeks after the expected delivery date.

27.03 An employee who has been employed by the Employer for a period of one (1) year who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible:

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, to an allowance equal to seventy-five percent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period;

(b) following the required waiting period and for a period not exceeding fifteen (15) continuous weeks, to an allowance 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) The maternity leave allowances under 27.03(a) and 27.03(b) will be in accordance with the supplementary unemployment benefits program of the Employment Insurance Commission. Such maternity leave allowances shall not be available to casual employees.

(d) "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.

27.04 An applicant under Clause 27.03 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 remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

27.05 At the option of the employee, the commencement of leave may be deferred to less than six (6) weeks prior to the expected delivery date provided the employee submits an appropriate medical certificate which confirms that the employee can continue to perform the full range of her duties. The time deferred may be added to the eleven (11) week period provided after the expected date of the termination of her pregnancy.

27.06 At the request of the employee, maternity leave may commence earlier than six (6) weeks prior to the expected date of termination of the pregnancy; such additional leave shall be subtracted from the eleven (11) week period provided after the expected date of the termination of her pregnancy.

27.07 Notwithstanding Clause 27.02, 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.

27.08 When an employee, who is not on maternity leave, is unable to perform her regular duties due to her pregnancy, the Employer shall accommodate her to the point of undue hardship, consistent with its obligations under the New Brunswick *Human Rights Act*.

27.09 Where, at any time prior to the commencement of her requested maternity leave, the Employer directs an employee to proceed on leave in accordance with Clause 27.07 hereof or an employee is required to proceed on leave by her attending physician, the employee, upon the submission of an appropriate medical certificate if requested by the Employer, may instead use accumulated sick leave credits until the commencement of her requested maternity leave.

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

27.11 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Clause 27.02.

27.12 During the period of up to seventeen (17) weeks only specified in 27.02 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 Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

27.13 An employee granted extended maternity leave pursuant to Clause 27.11 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

27.14 An employee maintains but does not accrue sick leave or vacation leave benefits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

27.15 When an employee on maternity leave wishes to return to work earlier than provided for under 27.02, 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.

27.16 An employee who returns to work in accordance with 27.02 hereof shall retain her position on the Plan of Organization in the same Department, Board, Commission, or Agency, in the same geographical location that she held prior to and during the period of her temporary leave.

27.17 An employee who returns to work in accordance with Article 27.02 shall receive a rate of pay that is no less than the rate of pay she was receiving immediately prior to her departure on maternity leave.

27.18 Subject to Clause 27.11 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

27.19 An employee who resigns her position for maternity reasons shall retain her accrued benefits if she becomes reemployed in Part I service within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

27.20 A male employee shall be allowed three (3) days leave with pay at the time of the birth of his child.

27.21 Parental/Adoption Leave

(a) Effective date of signing, 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 27.21(a) hereof:

- (i) an employee continues to earn continuous service credits;
- (ii) an employee maintains but does not accrue sick leave or vacation leave 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.
- (iii) where the employee participates in group insurance plans of the Employer, the employee and Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

(f) An employee granted extended Adoption Leave pursuant to clause 27.21(d) may, where permissible under the relevant group insurance plans continue contributions including those of the Employer, during such extended leave.

(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.

(i) An employee who does not use the Parental Leave/Adoption Leave provisions above shall be allowed three (3) days leave with pay at the time of the adoption of his/her child.

ARTICLE 28 - BEREAVEMENT LEAVE:

28.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person *in loco parentis*, spouse, son, daughter, brother, sister or grandchild. Additional bereavement leave may be granted under Article 28.04.

28.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household. Additional bereavement leave may be granted under Article 28.04.

28.03 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.

28.04 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 or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

28.05 One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travel time if necessary. Total leave is not to exceed one (1) day without loss of pay.

ARTICLE 29 - COURT LEAVE:

29.01 (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/herself or with respect to attending court or proceedings not associated with his/her employment to which he/she is made a party.

(c) If an Employer grants an employee a leave of absence with pay, the Employer may require the employee to reimburse the Employer for any amount that the employee receives as a jury or witness fee, exclusive of any amount that the employee receives as compensation for travel, meal or accommodation expenses.

ARTICLE 30 - EDUCATIONAL LEAVE:

30.01 Educational Leave shall be governed by Appendix "B". The Employer will determine whether Educational Leave shall be granted based on the interests of the employees, budgetary considerations and the operational requirements of the Employer.

30.02 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 Regulations of the Province.

ARTICLE 31 - CONFERENCES AND SEMINARS:

31.01 Attendance of employees at conferences and seminars will be consistent with and dependent upon the operational requirements and prior approval of the Employer.

31.02 It is agreed that no employee shall be entitled to attend conferences and seminars under this Article in excess of ten (10) days, provided that the Employer at his/her discretion can extend such period.

ARTICLE 32 - LEAVE OF ABSENCE:

32.01 The Employer may grant leave of absence with or without pay to an employee:

(a) where circumstances not directly attributable to the employee prevent his/her reporting for duty;

(b) where there is serious illness in the employee's immediate family;

(c) for medical or dental appointments when it is not possible for the employee to arrange such appointments outside of hours of work;

(d) for such other circumstances as the Employer may approve.

32.02 Where an employee has been granted a leave of absence without pay under 32.01, his/her seniority shall be retained and accumulated.

32.03 The employee shall have the right to apply for two (2) day's leave of absence with pay per calendar year for family responsibility. Such leave will not be unreasonably requested or denied.

ARTICLE 33 - TIME OFF FOR UNION BUSINESS:

33.01 An Employee who has filed a grievance in accordance with the grievance procedure, shall be granted time off work with pay when a grievance hearing is held, including adjudication.

33.02 At the written request of the Union, employees who are members of the Union Negotiating Committee shall be allowed leave of absence with pay to perform the duties of that committee. The Union will submit written notification at least two (2) weeks prior to the proposed leave if possible. The Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

33.03 At the written request of the Union with at least two (2) weeks advance notice, the Employer shall, subject to operational requirements, grant leave of absence without loss of seniority, to employees designated by the Union for the purpose of attending Union meetings and conventions. The Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

33.04 An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of up to two (2) years. Such leave may be extended for a further period of up to two (2) years 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 subject to Article 16 (Layoff and Recall).
- (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.
- (f) The employee maintains but does not accrue sick leave or vacation leave.

This Article 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.

ARTICLE 34 - LIAISON OFFICER:

- 34.01 (a) The Employer recognizes the functions of the Liaison Officer to include:
- (i) servicing complaints or grievances on behalf of the members of the Bargaining Unit;
 - (ii) receiving from the Employer, information regarding Employer policies which affect employees.
- (b) The Union will inform the Employer in writing within thirty (30) days of the signing of the Agreement, of the names of the Liaison Officer(s).

34.02 A Liaison Officer shall obtain the permission of his or her supervisor before leaving work to attend activities related to 34.01(a)(i) above, and such permission will not be unreasonably withheld. When resuming his or her regular work, each Liaison Officer shall report to their immediate supervisor and in the event of undue delay will give the supervisor a reasonable explanation of their absence. The employee shall not suffer a loss of regular pay while attending to these duties.

34.03 A Liaison Officer shall have access to the Employer's premises, where available, for the purpose of assisting in the service of a grievance.

34.04 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to the Liaison Officer.

34.05 Where operational requirements permit, the Employer will grant leave with pay to Liaison Officer(s) to participate in Liaison Officer training. The Union will reimburse the Employer for such leave in accordance with current standard practices.

ARTICLE 35 - UNION NOTICES:

35.01 The Employer shall continue to make space available on the existing bulletin boards in the buildings wherein 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 36 - GROUP INSURANCE:

36.01 The Employer shall continue to participate in the existing group life insurance plan in force for employees on the same basis as at present.

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

(b) In the event that, during the life of this Agreement, additional benefits are added to the Province of New Brunswick employee 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.

36.03 The Employer shall pay fifty percent (50%) of the cost of a basic Province of New Brunswick employee Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis, however, once employees elect to join in the Plan, they must as a condition of the Plan remain a member for at least two (2) years. 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.

36.04 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 37 - INJURED ON DUTY:

37.01 Where it is determined by WorksafeNB that an employee is unable to perform his/her duties because of:

(a) personal injury accidentally received in the performance of his/her duties and not caused by the employee's misconduct;

- (b) sickness resulting from the nature of his/her employment;

that employee shall receive the difference between his/her net salary (i.e., gross salary less income tax, Employment Insurance, and Canada Pension Plan deductions) and the benefit that is paid by WorksafeNB during his/her period of temporary disability. For the purpose of this Article, where the Workers' Compensation benefits are reduced by the amount of any Canada Pension Plan payments, such Canada Pension Plan payments shall be deemed to form part of the Workers' Compensation benefits. It is understood that notwithstanding these financial arrangements, the employee involved shall be considered to be under full salary and shall receive all benefits, except that his/her sick leave/vacation credits accumulation shall be limited to the equivalent of twelve (12) months accrual, to which he/she would have been entitled had he/she continued in the position he/she held at the time of becoming disabled.

37.02 The absence of an employee who is receiving benefits under this Article shall not be charged against the employee's accumulated sick leave credits.

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

37.04 The parties recognize the application of the *Occupational Health and Safety Act* in the places of employment of employees in the bargaining unit.

ARTICLE 38 - TRANSFER OF BENEFITS:

38.01 Upon transfer from Parts II, III or IV of the Public Service:

- (a) an employee is entitled to transfer unused sick leave credits to a maximum of 240 days credit;
- (b) an employee is entitled to transfer unused vacation leave credits;

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

(d) an employee shall be entitled to transfer his/her accumulated pension credits to any other pension plan that is applicable upon becoming employed in another part of the Public Service according to the terms of the reciprocal agreement in effect.

ARTICLE 39 - PAY ENTITLEMENT OF FORMER EMPLOYEES:

39.01 (a) Where the parties have negotiated a retroactive pay increase, persons who ceased to be employees during the retroactive period due to layoff, retirement due to age or disability, or death are entitled to the retroactive pay.

(b) Persons not eligible for retroactive payment are:

- (i) those who left their employment before completing six (6) months of service;
- (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; and

- (iv) those whose current rate of pay is above the control point maximum of their present classification.

39.02 Persons employed on a Casual or Temporary Basis to whom 39.01(a) applies shall only receive retroactive pay with respect to time worked.

39.03 When an employee who is entitled to receive pay or retirement allowance dies, the amount owed is paid to the spouse or if there is no spouse, the estate of the deceased employee.

39.04 Any person who has a claim for retroactive pay and who is not employed on the date of signing of this agreement shall make claim by notice in writing to the institution, department or agency where he formerly worked within forty-five (45) calendar days from the signing of this agreement. Failure to make such claim within the forty-five (45) day period will result in forfeiture of any entitlement to retroactive pay.

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

ARTICLE 40 - WORKING HOURS:

40.01 (a) The normal hours of work for this group are 36¼ per week. An employee may be required to work in excess of this amount depending upon the nature of the employee's work.

(b) Where the time in excess of the normal hours of work per week is required by the employer, and is pre-approved by the supervisor, it shall be offset on an hour-by-hour leave time basis.

(c) An employee cannot receive more than the equivalent of ten (10) days leave in a given year under this article.

(d) An employee cannot transfer the number of days earned under this article from one calendar year to the next.

40.02 A flexible work arrangement may be established by mutual agreement between the employee and the Principal/Director or designate.

ARTICLE 41 - SECONDMENT:

41.01 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.

41.02 Secondments or temporary acting assignments of employees to positions in the Education (Instructional) Group of the New Brunswick Community College 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 New Brunswick Union of Public and Private Employees (Education – Non-Instructional Group) (see Appendix “C”).

ARTICLE 42 - DURATION:

42.01 This is the sole agreement of the parties and does not by implication require either party to continue any past practice. The effective date of this Agreement shall be August 1, 2017 terminating February 22, 2021. However,

all changes to this agreement shall be effective on the signing date of this agreement, unless otherwise specified, and the agreement shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

42.02 This agreement may be amended by the mutual consent of the parties in writing.

42.03 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, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

ARTICLE 43 - HEALTH AND SAFETY:

43.01 The Employer shall continue to make reasonable provisions for the health and safety of its employees during their hours of employment. Protective devices and other equipment deemed necessary by the *Occupational Health and Safety Act* to protect employees properly from injury shall be supplied by the Employer.

43.02 An employee required to wear safety boots or safety shoes and/or a hard hat shall, upon proof of purchase, be reimbursed by the Employer up to \$100.00. Subsequent reimbursements for these items will be based on the employee's need for replacement due to work related usage.

In witness whereof the parties have signed this _____, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

SCHEDULE A
EDUCATION PROGRAM OFFICER CLASSIFICATION SERIES
EDUCATION (NON-INSTRUCTIONAL) GROUP
BI-WEEKLY RATES OF PAY
AUGUST 1, 2017
2.0%

	<i>Normal</i>																<i>Discretionary</i>				
	<i>Max</i>																<i>Max</i>				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GROUP 1	1981	2000	2025	2054	2077	2096	2125	2147	2170	2191	2221	2247	2274	2299	2329	2357	2378	2405	2432	2464	2497
GROUP 2	2226	2252	2284	2309	2334	2363	2390	2414	2438	2469	2501	2533	2556	2588	2615	2643	2686	2718	2754	2796	2827
GROUP 3	2425	2458	2483	2513	2546	2574	2605	2632	2666	2700	2734	2765	2796	2828	2862	2900	2934	2973	3004	3038	3079
GROUP 4	2763	2797	2828	2857	2895	2930	2966	3001	3036	3074	3109	3150	3182	3221	3256	3300	3335	3381	3418	3459	3502
GROUP 5	2965	3000	3029	3070	3105	3146	3182	3223	3257	3303	3337	3381	3419	3461	3498	3542	3580	3625	3667	3712	3759

GROUP 1				GROUP 2				GROUP 3				GROUP 4				GROUP 5			
Education Program Officer 1				Education Program Officer 2				Education Program Officer 3				Education Program Officer 4				Education Program Officer 5			
Curriculum Assistant 1				Curriculum Assistant 2				Coordinator of Student Services				Department Head				Dean			
Literacy Coordinator 1				Literacy Coordinator 2				Curriculum Development Officer 1				Project Manager				Manager			
*Career/Guidance Counsellor 1				*Career/Guidance Counsellor 2				Training Consultant				Curriculum Development Officer 2							
Teacher Certification Officer 1				Teacher Certification Officer 2															

**Only those employees employed as Career/Guidance Counsellor will be paid an adjustment of 2.50% above the rates of all steps in Groups 1 and 2.*

SCHEDULE A
EDUCATION PROGRAM OFFICER CLASSIFICATION SERIES
EDUCATION (NON-INSTRUCTIONAL) GROUP
BI-WEEKLY RATES OF PAY
AUGUST 1, 2018
2.0%

																	<i>Normal</i>				<i>Discretionary</i>
																	<i>Max</i>				<i>Max</i>
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GROUP 1	2021	2040	2066	2095	2119	2138	2168	2190	2213	2235	2265	2292	2319	2345	2376	2404	2426	2453	2481	2513	2547
GROUP 2	2271	2297	2330	2355	2381	2410	2438	2462	2487	2518	2551	2584	2607	2640	2667	2696	2740	2772	2809	2852	2884
GROUP 3	2474	2507	2533	2563	2597	2625	2657	2685	2719	2754	2789	2820	2852	2885	2919	2958	2993	3032	3064	3099	3141
GROUP 4	2818	2853	2885	2914	2953	2989	3025	3061	3097	3135	3171	3213	3246	3285	3321	3366	3402	3449	3486	3528	3572
GROUP 5	3024	3060	3090	3131	3167	3209	3246	3287	3322	3369	3404	3449	3487	3530	3568	3613	3652	3698	3740	3786	3834

GROUP 1	GROUP 2	GROUP 3	GROUP 4	GROUP 5
Education Program Officer 1	Education Program Officer 2	Education Program Officer 3	Education Program Officer 4	Education Program Officer 5
Curriculum Assistant 1	Curriculum Assistant 2	Coordinator of Student Services	Department Head	Dean
Literacy Coordinator 1	Literacy Coordinator 2	Curriculum Development Officer 1	Project Manager	Manager
*Career/Guidance Counsellor 1	*Career/Guidance Counsellor 2	Training Consultant	Curriculum Development Officer 2	
Teacher Certification Officer 1	Teacher Certification Officer 2			

**Only those employees employed as Career/Guidance Counsellor will be paid an adjustment of 2.50% above the rates of all steps in Groups 1 and 2.*

SCHEDULE A
EDUCATION PROGRAM OFFICER CLASSIFICATION SERIES
EDUCATION (NON-INSTRUCTIONAL) GROUP
BI-WEEKLY RATES OF PAY
AUGUST 1, 2019
2.0%

	<i>Normal</i>																<i>Discretionary</i>				
	<i>Max</i>																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GROUP 1	2061	2081	2107	2137	2161	2181	2211	2234	2257	2280	2310	2338	2365	2392	2424	2452	2475	2502	2531	2563	2598
GROUP 2	2316	2343	2377	2402	2429	2458	2487	2511	2537	2568	2602	2636	2659	2693	2720	2750	2795	2827	2865	2909	2942
GROUP 3	2523	2557	2584	2614	2649	2678	2710	2739	2773	2809	2845	2876	2909	2943	2977	3017	3053	3093	3125	3161	3204
GROUP 4	2874	2910	2943	2972	3012	3049	3086	3122	3159	3198	3234	3277	3311	3351	3387	3433	3470	3518	3556	3599	3643
GROUP 5	3084	3121	3152	3194	3230	3273	3311	3353	3388	3436	3472	3518	3557	3601	3639	3685	3725	3772	3815	3862	3911

GROUP 1				GROUP 2				GROUP 3				GROUP 4				GROUP 5			
Education Program Officer 1				Education Program Officer 2				Education Program Officer 3				Education Program Officer 4				Education Program Officer 5			
Curriculum Assistant 1				Curriculum Assistant 2				Coordinator of Student Services				Department Head				Dean			
Literacy Coordinator 1				Literacy Coordinator 2				Curriculum Development Officer 1				Project Manager				Manager			
*Career/Guidance Counsellor 1				*Career/Guidance Counsellor 2				Training Consultant				Curriculum Development Officer 2							
Teacher Certification Officer 1				Teacher Certification Officer 2															

**Only those employees employed as Career/Guidance Counsellor will be paid an adjustment of 2.50% above the rates of all steps in Groups 1 and 2.*

SCHEDULE A
EDUCATION PROGRAM OFFICER CLASSIFICATION SERIES
EDUCATION (NON-INSTRUCTIONAL) GROUP
BI-WEEKLY RATES OF PAY
AUGUST 1, 2020
1.12%

	<i>Normal</i>																<i>Discretionary</i>				
	<i>Max</i>																				
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
GROUP 1	2084	2104	2131	2161	2185	2205	2236	2259	2282	2306	2336	2364	2391	2419	2451	2479	2503	2530	2559	2592	2627
GROUP 2	2342	2369	2404	2429	2456	2486	2515	2539	2565	2597	2631	2666	2689	2723	2750	2781	2826	2859	2897	2942	2975
GROUP 3	2551	2586	2613	2643	2679	2708	2740	2770	2804	2840	2877	2908	2942	2976	3010	3051	3087	3128	3160	3196	3240
GROUP 4	2906	2943	2976	3005	3046	3083	3121	3157	3194	3234	3270	3314	3348	3389	3425	3471	3509	3557	3596	3639	3684
GROUP 5	3119	3156	3187	3230	3266	3310	3348	3391	3426	3474	3511	3557	3597	3641	3680	3726	3767	3814	3858	3905	3955

GROUP 1				GROUP 2				GROUP 3				GROUP 4				GROUP 5			
Education Program Officer 1				Education Program Officer 2				Education Program Officer 3				Education Program Officer 4				Education Program Officer 5			
Curriculum Assistant 1				Curriculum Assistant 2				Coordinator of Student Services				Department Head				Dean			
Literacy Coordinator 1				Literacy Coordinator 2				Curriculum Development Officer 1				Project Manager				Manager			
*Career/Guidance Counsellor 1				*Career/Guidance Counsellor 2				Training Consultant				Curriculum Development Officer 2							
Teacher Certification Officer 1				Teacher Certification Officer 2															

**Only those employees employed as Career/Guidance Counsellor will be paid an adjustment of 2.50% above the rates of all steps in Groups 1 and 2.*

APPENDIX "A"

**PRE RETIREMENT LEAVE PLAN FOR EMPLOYEES WITH A CONTINUOUS SERVICE DATE
FALLING BEFORE MARCH 31, 2016**

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

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

NOTES:

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

APPENDIX "B"

EDUCATIONAL LEAVE PROVISIONS

.01 An employee must have completed the probationary period before being considered for educational leave.

.02 (1) An employee on educational leave may be granted financial assistance which may include all or a portion of the following costs: employee salary, tuition, travel expenses, meals and lodging, books, registration or examination fees, and any other related legitimate expenses.

(2) An employee who is granted Long Term or Special Educational Leave, must sign a non-interest bearing promissory note for the amount of financial assistance received excluding the costs of salary of a replacement employee, and a Return Service Agreement.

(3) The period of Return Service specified in a Return Service Agreement is to be for a minimum period of 12 months, or equal to the length of the education leave granted if greater.

(4) Where an employee does not complete the Return Service Agreement, the promissory note is credited with an amount that bears the same ratio to the cost of the training as the completed service bears to the total Return Service Agreement. The remaining balance of the promissory note will be processed for collection unless waived.

(5) An employee who does not satisfactorily complete the course or training ceases to be entitled to financial assistance but must fulfill any financial and return service commitments on a pro- rata basis. This requirement may be waived where the failure to satisfactorily complete the course or training was due to a cause beyond the employee's control.

.03 (1) An employee on educational leave is eligible to accumulate sick and vacation leave credits. No carry over of vacation leave credits is permitted where educational leave is granted for a period of 12 months or more.

(2) A merit increase cannot be granted to an employee on long term or special educational leave but may be granted effective the first day of the month in which the employee returns to work.

.04 (1) In determining the amount of financial assistance to be paid by the Employer, the percentage figure derived from the attached points guide may be applied to all or any part of the items included in the total financial assistance requested. The points guide must be used to calculate the proportion of salary to be reimbursed while on long term or special educational leave.

(2) Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the benefits under this educational leave policy may be reduced accordingly.

.05 (1) Short Term Educational Leave may be granted for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period of 30 working days or less.

(2) Expenses for transportation, board and lodging cannot exceed the maximum allowance permitted in the Travel Directive.

.06 (1) An employee may be granted a Tuition Refund upon successful completion of courses that do not require the employee to be absent from work, or require only brief absences.

(2) Where an employee is eligible for a Tuition Refund, the employee may also be granted:

(a) leave of absence with pay for the purpose of writing examinations;

(b) payment of expenses of writing the examinations;

(c) payment of travelling expenses in accordance with the Travel Regulations.

.07 (1) An employee may be granted Long Term Educational Leave for the purpose of taking professional, technical or skills training where the employee will be absent from work for a period in excess of 30 working days.

(2) Subject to .04, an employee may be granted financial assistance to help cover the cost of the following expenses:

- (a) Tuition, where the claim is supported by a receipt;
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations;
- (c) Books;
- (d) Other agreed expenses directly related to the proposed course or training.

.08 (1) An employee may be granted Special Educational Leave when selected by Government to attend École nationale d'administration, École nationale d'administration publique, National Defense College or a similar institution.

(2) Subject to .04 an employee may be granted financial assistance to help cover the following expenses;

- (a) Tuition, where the claim is supported by a receipt.
- (b) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations.
- (c) Other agreed upon expenses directly related to the course of training.

POINTS GUIDE

The following table is intended for use as a guideline in determining the amount of financial assistance received by the employee. The application may be awarded 1, 2 or 3 points under each of the three columns. The points awarded under each column are added to the total number of points for the application. The maximum financial assistance received by the employee is determined by applying the appropriate percentage for the table to the total cost of the proposed training. For example, if an application was awarded 2 under each of columns 1, 2 and 3 respectively, this would be a total of 6 points. Applying the percentage guide the employee would be eligible to receive a maximum of 60% of salary and all other expenses to which the department and/or Board of Management may wish to apply the formula. A copy of the completed points guide must be attached to each application for Educational Leave.

Where the application under consideration is for developmental purposes as a result of a career plan for the employee, the criteria in the Points Guide may be interpreted to refer to the proposed job or duties rather than the employee's present job.

Relationship Between Job Duties and Proposed Training	Main Beneficiary of Proposed Training	Need for Proposed Training
1. Useful but not directly related	Mostly employee	Employee needs to attain minimum educational standards of present job
2. Generally related to duties of employee	Equally between employee and organization	Employee needs to keep up with new knowledge and techniques
3. Very specifically related to major portion of employee's duties.	Mostly organization	New or potential duties or responsibilities require this training for efficient operation of program

Points	% of Salary
0 - 3	0%
4	40%
5	50%
6	60%
7	80%
8	90%
9	100%

APPENDIX "C"

LETTER OF AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

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 Community 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 Community 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 Community 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.

Signed at Fredericton, on this _____, 2023

FOR THE EMPLOYER:

FOR THE UNION:

APPENDIX “D”

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

RE: TERMS AND CONDITIONS OF EMPLOYMENT FOR CASUALS EMPLOYED FOR A PERIOD OF LESS THAN SIX (6) CONTINUOUS MONTHS

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 employed for a period of less than six (6) continuous months do not hold permanent employment within the Public Service.

Seniority:

Seniority for casual employees employed for a period of less than six (6) continuous months 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.

A casual employee employed for a period of less than six (6) continuous months 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 employed for a period of less than six (6) continuous months and shall make this list available to the Union by February 1st of each year.

Offer of Employment:

Subject to the availability of work, a casual employee employed for a period of less than six (6) continuous months will be offered casual work provided he has been employed for a minimum of three (3) months within the past twelve (12) months, has performed such work satisfactorily and has the skills and ability to perform the work being offered. Where the Employer determines that more than one (1) casual employee employed for a period of less than six (6) continuous months has performed such work satisfactorily, the employee with greater seniority shall be given preference.

Once a work assignment has commenced, a casual employee employed for a period of less than six (6) continuous months may not be replaced by another casual employee employed for a period of less than six (6) continuous months with greater seniority.

The unit of operation for the calculation of seniority and the offering of employment will be by Classification at a given campus or corporate office.

Applicability of the Collective Agreement:

Section A. The following articles only shall apply to casual employees employed for a period of less than six (6) continuous months, with the exceptions stipulated under each article, where appropriate.

- ARTICLE 1 - DEFINITIONS (except 1.05)
- ARTICLE 2 - APPLICATION OF AGREEMENT
- ARTICLE 3 - FUTURE LEGISLATION AND THE AGREEMENT
- ARTICLE 4 - RECOGNITION
- ARTICLE 5 - MANAGEMENT RIGHTS
- ARTICLE 6 - UNION SECURITY
- ARTICLE 7 - DISTRIBUTION OF THE AGREEMENT
- ARTICLE 8 - CORRESPONDENCE
- ARTICLE 9 - DISCRIMINATION
- ARTICLE 10 - STRIKES AND LOCKOUTS
- ARTICLE 11 - UNION/MANAGEMENT COMMITTEE (EXCEPT 11.05)
- ARTICLE 22 - TRAVEL POLICY
- ARTICLE 32 - LEAVE OF ABSENCE (EXCEPT 32.02)
- ARTICLE 39 - PAY ENTITLEMENT OF FORMER EMPLOYEES
- ARTICLE 42 - DURATION
- ARTICLE 43 - HEALTH AND SAFETY (EXCEPT 43.02)

Section B. The existing provision does not apply to casual employees employed for a period of less than six (6) continuous months. However, the following provision below would.

ARTICLE 13 - GRIEVANCE PROCEDURE

Only as it applies to grievances presented with respect to the interpretation, application or administration of any term or condition of employment accorded under this Letter of Agreement.

ARTICLE 14 - ADJUDICATION

Only as it applies to grievances presented with respect to the interpretation, application or administration of any term or condition of employment accorded under this Letter of Agreement.

As well, 14.02 would not apply. Instead, the following provision would apply:

In any reference to adjudication, including references arising out of any form of loss of any remuneration, benefits or privilege, the adjudicator or board of adjudication, as the case may be, shall have full power to direct payment of compensation, vary penalties, direct reinstatement of a benefit or privilege or order the Employer to take such appropriate action to finally settle the issues between the parties and may give retroactive effect to its decision.

ARTICLE 17 - WAGES

A casual employee employed for a period of less than six (6) continuous months 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 employee employed for a period of less than six (6) continuous months is working,
or

(b) the rate paid to the casual employee employed for a period of less than six (6) continuous months immediately prior to the commencement of this Agreement.

The rate of pay for a casual employee who has been employed for less than (6) continuous months may be 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.

At the time of hiring, the Employer will consider previous experience within the same type of job with a Part I Department to determine the appropriate pay step to which the minimum 80% rate will apply.

ARTICLE 23 - 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*.

Casual employees employed for a period of less than six (6) continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

ARTICLE 24 - VACATION LEAVE

In addition to the applicable rate of pay,

(a) Casual employees employed for a period of less than six (6) continuous months who have less than eight (8) 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 employed for a period of less than six (6) continuous months who have eight (8) 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.

Section C. The following provisions shall not apply to casual employees employed for a period of less than six (6) continuous months.

ARTICLE 12 - DISCIPLINE

ARTICLE 15 - POSTING OF COMPETITIONS

ARTICLE 16 - LAYOFF AND RECALL

ARTICLE 18 - RATE OF PAY ON PROMOTION, DEMOTION, TRANSFER

ARTICLE 19 - ACTING PAY / TEMPORARY ASSIGNMENTS

ARTICLE 20 - PAY ON RE-HIRE OF A LAYOFF

ARTICLE 21 - DISCONTINUANCE OF RETIREMENT ALLOWANCE

ARTICLE 25 - SICK LEAVE

ARTICLE 26 - RECORD OF SERVICE

ARTICLE 27 - MATERNITY LEAVE AND PARENTAL/ADOPTION LEAVE

ARTICLE 28 - BEREAVEMENT LEAVE

ARTICLE 29 - COURT LEAVE

ARTICLE 30 - EDUCATIONAL LEAVE

ARTICLE 31 - CONFERENCES AND SEMINARS

ARTICLE 33 - TIME OFF FOR UNION BUSINESS

ARTICLE 34 - LIAISON OFFICER

ARTICLE 36 - GROUP INSURANCE

Does not apply. However, casual employees employed for a period of less than six (6) continuous months who meet the eligibility criteria for the insured benefit programs may be entitled 36.01, 36.02 and 36.03.

ARTICLE 37 - INJURED ON DUTY

ARTICLE 38 - TRANSFER OF BENEFITS

ARTICLE 40 - WORKING HOURS

ARTICLE 41 - SECONDMENT

SCHEDULE A
APPENDIX "A"
APPENDIX "B"
APPENDIX "C"
LETTER OF AGREEMENT

Signed at Fredericton, on this _____, 2023.

FOR THE EMPLOYER:

FOR THE UNION:

LETTER OF AGREEMENT

BETWEEN: HER MAJESTY IN RIGHT OF THE PROVINCE, as represented by Board of Management, hereinafter called the Employer,

AND: The Association of N. B. Professional Educators here in after called the Association.

Effective the signing date of this Letter of Agreement the parties hereby agree:

- (1) That subject to paragraph (2) the provisions of paragraphs (a), (b) and (c) of Article 24.01 of the collective agreement effective April 1, 1989 shall apply, mutatis mutandis, to employees hired prior to February 21, 1990 but for the fact that those employees need not have continuous service. Those employees shall obtain vacation leave credits based upon their cumulative service with the employer whether or not it is continuous.
- (2) Employees hired prior to February 21, 1990 who would be eligible to benefit from the provisions of paragraph (1) above must register their names with their departmental Human Resource Director within six (6) months of the signing date of this letter of agreement to be granted the benefits of paragraph (1) above.
- (3) Once completed, a list of the names of all registered employees shall be attached to and form part of this letter of agreement. At that time a copy of this letter of agreement shall be distributed to each of the said employees.
- (4) The parties agree to be bound by this letter of agreement until all registered employees have exhausted their entitlement to the benefits described in paragraph (1).
- (5) It is further understood that this agreement forms part of the Collective Agreement between the parties for the purpose of grievances and adjudications related thereto.

In witness whereof the parties have signed this _____, 2023

FOR THE EMPLOYER:

FOR THE UNION:

