

COLLECTIVE AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: PROFESSIONAL SUPPORT

EXPIRES: JUNE 30, 2023

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THIS AGREEMENT is made and entered into this 7th day of February 2022.

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

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

PREAMBLE

WHEREAS it is the intention and purpose of the parties to this Agreement to maintain 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 the increased productivity of its employees to the end that the people of the Province will be well and efficiently served; accordingly, the parties hereto set forth certain Articles relating to pay, hours of work, and other terms and conditions of employment affecting employees covered by this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number PS-003-08 applies.

ARTICLE 2 – APPLICATION OF AGREEMENT

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

ARTICLE 3 – PROVINCIAL SECURITY

3.01 Nothing in this Agreement shall be construed to require the Employer to do or refrain from doing anything contrary to any instruction, direction or regulation given or made on behalf of the Government of the Province of New Brunswick in the interests of the health, safety or security of the people of the Province.

ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void, or materially alters any provisions of this Agreement, the remaining provisions shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision that was rendered null and void, or was materially altered.

ARTICLE 5 – DEFINITIONS

5.01 "Union" shall mean the New Brunswick Union of Public and Private Employees, which is the Certified Bargaining Agent of the Unit.

5.02 "Employer" shall mean and include the Treasury Board and the school districts as listed under Part II of the First Schedule of the *Public Service Labour Relations Act*.

5.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number PS-003-08.

5.04 "Employee" shall mean a person who is in the Bargaining Unit and who meets the definition of an employee as defined in the *Public Service Labour Relations Act*.

5.05 For the purpose of this Collective Agreement, employees shall be sub-divided into the following categories:

(a) "Permanent employee" is one who is engaged either for the full year or for the period of the year during which the schools are open for their regular terms and is hired in a position with no fixed end date.

(b) "Term Employee" - Term is one who is engaged for a determined period of more than 6 continuous months and is hired into a term position with a fixed end date.

(c) For the purpose of this Collective Agreement, permanent and term employees shall be further subdivided into the following categories:

(i) A "full-time" employee is one who is required to work the full normal work week as defined in Article 17.01.

(ii) A "part-time" employee is one who is required to work more than one-third (1/3) but less than the full normal work week as defined in Article 17.01.

(d) A "casual" employee with more than six (6) months continuous service is one who is employed on a casual or temporary basis for a continuous period of more than six (6) months to respond to a temporary increase in workload or to replace an absent employee and when employed shall be entitled to all the rights and benefits of the Collective Agreement unless an Article:

(i) otherwise specifies; or

(ii) specifically refers only to one (1) or more of the other definitions of an employee (i.e. permanent, part-time or full-time).

(e) A "casual employee with less than six (6) months continuous service" is one who is hired on a temporary basis to respond to a temporary increase in workload; or to replace an absent employee; and who has not been so employed for a continuous period of more than six (6) months and when employed shall be entitled to all the rights and benefits of the Letter of Agreement Re: Terms and Conditions of Employment for Casual Employees Employed for a Period of Less than Six (6) Continuous Months

5.06 "Promotion" shall mean a change from one classification to another classification, which has a higher maximum rate of pay.

5.07 Throughout this Agreement, words importing the masculine or feminine gender shall apply interchangeably.

5.08 In this Agreement, words defined in the *Public Service Labour Relations Act* have the same meaning as that Act unless stated otherwise herein.

5.09 In this Agreement, words defined in the *Interpretation Act*, and not defined in the *Public Service Labour Relations Act*, have the same meaning as that Act unless stated otherwise herein.

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 All the functions, rights, powers and authority which are not specifically abridged, delegated or modified by this Agreement are recognized by the Unit as being retained by the Employer.

ARTICLE 7 – DISCRIMINATION

7.01 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.

ARTICLE 8 – STRIKES AND LOCKOUTS

8.01 There shall be no strikes, walkouts or other similar interruptions of work during the term of this Agreement.

ARTICLE 9 – UNION SECURITY

9.01 The Employer shall deduct from the wages due to every employee an amount equal to the regular monthly dues of the Union.

9.02 (a) The sums deducted pursuant to this Article shall be remitted to the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised annually of the name and address of the contact person for the Union and the amount of monthly dues.

(b) The monthly payment of deductions made shall be accompanied by a list of employees in this Bargaining Unit indicating the following information in respect of each employee: name, address, work location, employee number, telephone number (if available), email (if available), the amounts deducted for NBUPPE dues, salary, pay step, classification and status.

(c) Except as set out in 9.02 (d), the Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article. The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the Union under this Article.

(d) The Employer shall be liable for any dues which it has failed to deduct from any employee in respect of wages paid to such employee more than six (6) months and less than thirty-seven (37) months prior to the remittance of such dues to the Union.

9.03 The Employer shall indicate on each employee's income tax (T-4) slip the total amount of Union dues deducted for the previous income tax year.

ARTICLE 10 – LIAISON OFFICER

10.01 (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) for the Employer.

10.02 Liaison officers shall obtain the permission of her supervisor before leaving work to attend to activities related to 10.01 (a)(i) above. When resuming their regular work, each liaison officer shall report to their immediate supervisor and in the event of undue delay will give their supervisor a reasonable explanation of their absence. The employee shall not suffer a loss of regular pay while attending to these duties.

10.03 (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and to provide a new employee with contact information for her liaison officer within the school district.

(b) In any school district where there is no liaison officer, the Employer shall supply any new employee with a copy of this Agreement as soon as possible after the employee commences employment.

10.04 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 42.06.

ARTICLE 11 – BULLETIN BOARDS

11.01 The Employer agrees to make available space on existing bulletin boards for the posting of Union notices.

ARTICLE 12 – COMMUNICATIONS

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

TO THE EMPLOYER: Executive Director, Employee Relations
Department of Finance and Treasury Board
P.O. Box 6000
Fredericton, N.B. E3B 5H1

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

ARTICLE 13 – PUBLISHING OF AGREEMENT

13.01 The Employer shall be responsible for the translation of the Collective Agreement. The translation of the Collective Agreement shall be approved by both parties.

13.02 This Agreement shall be made available electronically in both English and French and shall be official in both languages. However, if a discrepancy of interpretation arises between the English and French versions, the language in which the Collective Agreement was negotiated shall prevail.

13.03 The Agreement shall be posted electronically in both official languages on the Government of New Brunswick Internet site.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, the employee shall have the right to assistance of representatives of the New Brunswick Union of Public and Private Employees, including Liaison Officers, when meeting with the Employer.

14.02 Informal Discussion

A complaint of any nature may be discussed with the employee's immediate supervisor. Every attempt will be made to settle such complaints without making use of the grievance procedure hereinafter provided for.

14.03 No Intimidation Concerning Grievances

No person who is employed in a managerial or confidential capacity shall seek by intimidation, by threat of dismissal, or by any other threat to cause an employee to abandon his grievance or refrain from exercising his right to present a grievance, as provided in this Agreement.

14.04 Settling of Grievances

Should any question arise concerning the application, interpretation, or an alleged violation of the provisions of this Agreement, between the Employer and the employee or group of employees and where the employee has the written consent of the Union the following procedure shall apply:

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen, the employee, accompanied by a member of the grievance committee and a representative of the Union if he so desires, may take the matter up with the Director of Human Resources presenting the grievance in writing, on forms agreed upon by the Employer and the Union. Failing any written reply or satisfactory settlement within ten (10) working days, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten-day (10) period referred to in Step One, the employee, accompanied by a representative of the Union if so desired, may take the matter up with the Superintendent. The form completed on Step One must be presented. The Superintendent shall reply in writing on such form within ten (10) working days from the presentation of the grievance under Step Two. Failing any written reply or satisfactory settlement within such ten-day (10) period, the matter may be referred to adjudication as provided in Article 15 (adjudication) hereof within twenty (20) working days from the expiration of such ten-day (10) period.

14.05 Common Grievance

Where more than one (1) employee has a common grievance, they may submit a single grievance. Such a common grievance may be introduced at Step One within twenty (20) working days after the alleged violation, signed by all grievors.

14.06 Grievances Concerning Layoffs and Recall, Suspension or Discharge

Grievances concerning layoffs and recalls, suspension or discharge shall be initiated at Step Two of the grievance procedure. A copy of the grievance shall be sent to the Director of Human Resources.

14.07 Assistance During Grievance Investigation

At any stage of the grievance procedure including adjudication, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses and all reasonable arrangements will be made to permit the conferring parties to have access to the school and to view disputed operations and to confer with the necessary witnesses.

14.08 Failure to Act Within Time Limits

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the District and the Union. If advantage of the provisions of this Article is not taken within the time limits specified herein or as extended as set out in Article 14.08, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

14.09 Mutually Agreed Changes

Where the parties (Treasury Board and NBUPPE) have agreed in writing to amend this Agreement, such amendments shall be subject to the grievance and adjudication procedure.

ARTICLE 15 – ADJUDICATION

15.01 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.

15.02 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit or privilege, the Adjudicator or Board of Adjudication shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege, or to affirm the taking away of such benefit or privilege as he may determine appropriate to finally settle the issue between the parties, and may give retroactive effect to its decision.

15.03 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 provision for any existing provision nor to give any decision inconsistent with the terms hereof.

ARTICLE 16 – DISCIPLINE

16.01 An employee may be disciplined by oral or written reprimand, suspension with pay, suspension without pay, or discharge.

16.02 No employee who has completed the probationary period shall be disciplined except for just cause. An oral or written reprimand cannot be referred to adjudication.

16.03 Where an employee is disciplined by other than a verbal reprimand, the Employer shall, within ten (10) working days of the discipline, notify the employee in writing by registered mail or personal service stating the reason for the discipline imposed.

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

16.05 Where an employee alleges that he has been suspended or discharged in violation of Article 16.02 he may within ten (10) working days of the date on which he was notified in writing or within twenty (20) working days of the date of his suspension or discharge, whichever is later, invoke the grievance procedure including adjudication as set out in this Agreement, and for the purposes of a grievance alleging violation of Article 16.02 he shall lodge his grievance at the final level of the grievance procedure.

16.06 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 16.02 that employee shall be immediately reinstated in his former position without loss of seniority or any other benefit which would have accrued to him if he had not been suspended or discharged. One of the benefits which he shall not lose is his regular pay during the period of suspension or discharge which shall be paid to him at the end of the next complete pay period following his reinstatement.

16.07 Where a meeting is held to address discipline, the employee shall be entitled to be accompanied by a Union representative and shall notify the Employer in advance if this option is to be exercised. Such a meeting scheduled to address a verbal reprimand presupposes that such a reprimand has already been administered.

16.08 All references to disciplinary action taken against the employee shall be removed after eighteen (18) months from the date of the imposition of the discipline provided there has been no other instance of disciplinary action in respect of the employee recorded in the period.

16.09 With reasonable notice, an employee shall have the right, during normal hours of operation, to read and make a copy of any document in the employee's personnel file.

ARTICLE 17 – HOURS OF WORK

17.01 The normal hours of work for full-time employees shall be thirty-six and one-quarter (36 ¼) hours weekly. An employee may be required to work in excess of this amount, depending upon the nature of the employee's work.

17.02 Full-time employees who do not have unpaid separation periods during the summer, Christmas holidays or March break shall receive five (5) days off with pay per school year (July 1 to June 30) in lieu of time that is

required by the Employer that exceeds the normal hours of work per week, thirty-six and a quarter (36¼). When the time required by the Employer and approved by the Superintendent or designate exceeds the equivalent of five (5) workdays within the school year, that time shall be offset on an hour-by-hour basis.

(a) The five (5) days off with pay will be prorated for permanent part-time and term part-time employees.

(b) Full-time employees who do not work the full year will have the five (5) days off with pay per school year (July 1 to June 30) prorated to the portion of the year they have worked.

(c) For (a) and (b), when the time required by the Employer and approved by the Superintendent or designate exceeds the equivalent of the prorated days within the school year, that time shall be offset on an hour-by-hour basis.

(d) Days off with pay must be taken by June 30; unused days will not carry over into the next school year. Only the hours worked which exceed the five (5) days for the current school year, to be offset on an hour-by-hour basis, may be carried over in the next school year, but must be taken during the periods specified in Article 17.04.

17.03 Full-time employees who have unpaid separation periods during the summer, Christmas holidays or March break who work in excess of the normal hours of work per week, thirty-six and a quarter (36¼) when required by the Employer and approved by the Superintendent or designate shall receive time off with pay on an hour-by-hour basis. Permanent and Term part-time employees who work in excess of their applicable normal hours of work per week when required by the Employer and approved by the Superintendent or designate shall receive time off with pay on an hour-by-hour basis.

17.04 Approved time off with pay for excessive hours worked shall be taken during the period beginning on the Monday after the closing of the school in June and ending the week prior to the beginning of the school term or during the Christmas or March breaks. Upon request and where operational requirements permit, employees may be granted time off with pay for approved excessive hours worked at a time other than mentioned above. Approved time off with pay for excessive hours worked shall be arranged by the Employer so as to cause minimum of interference with the operations of the school district, taking into account the seniority and employee's preference. All approved time off with pay for excessive hours worked shall be taken by the week prior to the beginning of the following school term (i.e. approximately fourteen (14) months later).

17.05 A flexible work arrangement may be established by mutual agreement between the employee and the Superintendent and/or designate.

ARTICLE 18 – REDUCTION IN HOURS

18.01 A full-time employee may apply in writing to reduce his/her hours to part-time on a temporary basis for a period up to, but not to exceed eighteen (18) consecutive months. Such reduction may be granted at the discretion of the Superintendent or designate based on operational requirements. The hours of work available as a result of a reduction in hours do not constitute a vacancy and posting requirements under Article 20 (Posting of Vacancies) do not apply.

18.02 Election of this option is subject to applicable *Income Tax Act* Regulations.

18.03 If permission is granted to a full-time employee to reduce his/her hours from full-time to part-time on a temporary basis, then the following shall apply:

a) where the request is granted, the full-time employee would be considered as a part-time employee as it relates to pension participation; and

b) would maintain participation in the New Brunswick Public Service Pension Plan (NBPSPP) with pensionable service accumulated on a pro-rated basis; and

c) for all other provisions of the Collective Agreement, the employee would be considered as a part-time employee, and would accrue and use benefits on a part-time basis; and

d) at the conclusion of the agreed reduction in hours period, he/she shall be returned to the former full-time position; and

e) where mutually agreed, the employee may return to full-time status prior to the originally established period of reduced hours.

18.04 Where the request is granted, an employee may take advantage of the New Brunswick Public Service Pension Plan (NBPSPP) provision to reduce from full-time to part-time status within five (5) years of the eligible retirement date, where the employee may continue participation in the New Brunswick Public Service Pension Plan (NBPSPP) for full-time employees;

a) for all other provisions of the Collective Agreement the employee would be considered as a part-time employee and would accrue and use benefits on a part-time basis;

b) where mutually agreed, the employee may return to full-time status prior to the retirement date.

18.05 Other articles that may also impact employees as a result of this Article include but are not limited to:

a) ARTICLE 20 – POSTING OF VACANCIES

b) ARTICLE 47 – RETIREMENT ALLOWANCE

c) ARTICLE 49 – TRANSFER OF BENEFITS

d) ARTICLE 50 – PART-TIME EMPLOYEES

ARTICLE 19 – COMPRESSED WORK YEAR PROGRAMME (CWYP)

19.01 Employees may request in writing to the Superintendent or designate prior to April 15 to participate in the Compressed Work Year Programme (CWYP) starting July 1 of that year. A response will be provided to employees no later than May 1. The Superintendent or designate will approve as many requests as feasible without negatively impacting the delivery of services during the summer.

19.02 Full-time employees who do not have unpaid separation periods during the summer, Christmas break or March break who are approved to participate in the CWYP are required to work an additional 39 minutes per working day from July 1 to June 30 year to earn a total of 18 flex-days in one year.

19.03 Employees approved to participate in the CWYP will begin earning flex-days on July 1 and can start using them on July 1. Any flex-days not used by June 30 cannot be carried over.

a) An employee who, upon the cessation of their employment, has used more flex-days than they earned up to their end date, will reimburse the Employer for the unearned flex days used.

b) When an employee who, upon the cessation of their employment, has used fewer flex-days than they had earned up to their end date, the Employer will reimburse the employee for those unused flex-days.

c) Reimbursements pursuant to 19.03 a) or b) will be calculated using the employee's rate of pay at termination.

19.04 Flex-days shall be taken during days when students are not at school such as Christmas break, March break or summer break. Upon request and where operational requirements permit, employees may use their flex-days at a

time other than mentioned above. Exceptionally, flex-days may be allowed by the Employer at a time that causes minimum of interference with the operations of the school district and taking into account the seniority and employee's preference. All flex-days shall be taken by June 30.

19.05 Article 17.02 (Hours of Work) will be maintained except that an employee who is approved to participate to the CWYP will not accumulate more than 5 days off with pay.

19.06 Other flex-day arrangements may be considered, on a case by case basis.

19.07 Employees who have more than twenty (20) vacation days carried over from previous years, not including that year's vacation entitlement, are not eligible for the CWYP.

ARTICLE 20 – POSTING OF VACANCIES

20.01 (a) Where a vacancy is to be filled or a new position is created, within the Bargaining Unit, the school district shall post notice of the vacant position, on the bulletin board, designated in Article 11.01 hereof or electronically, for a minimum of fourteen (14) calendar days.

(b) The school district will provide the Union with a copy of all postings at the time they are posted.

20.02 Such posting notice shall contain the following information:

- (a) nature of position;
- (b) qualifications; and
- (c) salary rate or range.

20.03 Employees shall be selected for positions under this Article on the basis of their skill, ability, and qualifications. Where skill, qualifications, and ability are relatively equal amongst the applicants, all vacancies shall be filled on the basis of seniority within the Bargaining Unit.

ARTICLE 21 – RATE OF PAY ON PROMOTION AND DEMOTION

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

21.02 Where an employee who is eligible for a merit increase is promoted on the anniversary date, the Superintendent and/or designate may grant the promotional increase, and the merit increase.

21.03 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 normal maximum of the salary range is equal to the employee's rate of pay.

21.04 If an employee requests and is granted a demotion and the employee's current rate of pay is more than the normal maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the normal maximum of the lower classification.

ARTICLE 22 – MERITORIOUS INCREASE

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

22.02 The Employer may, on an employee's anniversary date (or any later date), grant a pay increment to that employee provided the employee has not reached the maximum rate of pay for the position.

22.03 (a) Where an employee is not granted a pay increment and the reason for not granting the increment is subsequently remedied or ceases to exist, a pay increment may be granted to the employee on the first (1st) day of that month.

(b) Where a pay increment is granted to an employee under sub-section (a), the employee's anniversary date shall not change.

ARTICLE 23 – ANNIVERSARY DATE

23.01 (a) Anniversary dates for employees may remain unchanged; or at the discretion of the Superintendent, the anniversary dates for employees in a school district office 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 Superintendent may, on the first (1st) 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, as per established pro-rating procedures.

ARTICLE 24 – POSITION CLASSIFICATION

24.01 Present Classification

The classification of the employees covered by this Agreement shall be set out in Schedule A of this Agreement plus such additional classifications as the Employer may require. Nothing herein shall compel the Employer to engage employees in all classifications listed in Schedule A.

24.02 Establishment and Deletion of Classification

Where a new classification not covered in Schedule A is established by the Employer or where changes in a classification create a new classification during the term of this Agreement, the wage rate shall be negotiated with the Union and shall be made retroactive to the date the new classification was created. In the event no agreement can be reached between the Employer and the Union the question of whether or not changes in a classification creates a new classification and wage rates only can be submitted to adjudication.

24.03 Review of Classification

When an employee requests reclassification of her position, such request will be forwarded to the District Superintendent. At the same time as the request, a form letter informing that such a request has been made, shall be filled in triplicate and sent by the employee to the Director of Human Resources of the Department of Education and the Labour Relations Officer. Within forty-five (45) working days of receipt of such application, the employee and the Labour Relations Officer will be notified in writing of the results of her request giving reasons for the decision. The time limits specified may be extended by mutual consent. Application forms to request a reclassification can be obtained at the school district office.

24.04 Classification Appeal Procedure

Where an employee, after following the procedure under Article 24.03 is not satisfied with the results, she may within twenty (20) days of receiving such results submit the reclassification grievance through the Labour Relations Officer. The Labour Relations Officer shall copy the grievance request and all correspondence to the Director of Human Resources of the Department of Education and Early Childhood Development, the Executive Director of Employee Relations of the Department of Finance and Treasury Board, and the Director of Human Resources of the school district.

The Adjudicator covering the above two (2) Articles only (Articles 24.02 and 24.03) shall be agreed to by both Parties. The Adjudicator shall have all the powers as outlined in this Agreement. The adjudicator's written decision shall be rendered within thirty (30) days of the hearing.

ARTICLE 25 – SENIORITY

25.01 When an employee completes the probationary period, his/her seniority shall be dated back to the last date of hiring as an employee within the Bargaining Unit.

The unit of operation for the application of seniority shall be the school district unless otherwise specified.

25.02 (a) When an employee has been granted leave of absence without pay the seniority of such employee shall be retained but seniority and any benefits measured by the length of service shall not accumulate during such leave of absence.

(b) An employee who is granted maternity leave shall not lose her seniority and shall accumulate seniority up to a maximum of seventeen (17) weeks on the basis of what her normal regular hours would have been.

(c) An employee who is granted child care leave shall not lose her seniority and shall accumulate seniority up to a maximum of thirty-five (35) weeks on the basis of what her normal regular hours would have been.

25.03 Seniority shall be forfeited by an employee for any of the following reasons:

(a) the employee voluntarily leaves the service of the Employer;

(b) the employee is discharged for just cause;

(c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;

(d) the employee is laid off for a period of twelve (12) months or more;

(e) the employee accepts a position outside the Bargaining Unit.

25.04 Seniority Protection on Merger or Amalgamation

In the event that school districts should merge, amalgamate, combine or eliminate any of their operations or functions, the Employer agrees to the retention of seniority rights for all employees.

ARTICLE 26 – SENIORITY LIST

26.01 The Employer shall prepare a list of employees dated March 31 and make this list available and forward to the Union on or before April 30 of each year.

26.02 The seniority lists shall show an employee's accumulated seniority, the classification and commencement date of each employee.

ARTICLE 27 – PROBATIONARY PERIOD

27.01 Every employee shall undergo a probationary period of six (6) months upon attaining employee status. On the expiration of such period of six (6) months, the Employer may extend the probationary period for further periods of three (3) months provided he or his designate advises the employee in writing prior to the extension. The total probationary period may not exceed twelve (12) months. On promotion, the Superintendent or designate may, if he considers it appropriate, reduce or waive the probationary period.

27.02 At any time during the probationary period the Employer may give notice to the employee that he intends to reject the employee at the end of such notice period as may be established by the Employer. Such notice of rejection is not considered to be a matter for grievance.

27.03 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment.

ARTICLE 28 – LAYOFF AND RECALL

28.01 Layoff means an employee whose hours of work have been eliminated or reduced because of lack of work or because of the discontinuance of a function. The application of all layoff provisions shall be restricted to the school district in which the layoff occurs. The provisions of Article 28 shall only apply to full-time and part-time permanent employees who have successfully completed their initial probationary period.

Notwithstanding 28.02, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

28.02 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification series. Seniority as of the date of notice of layoff will be applied.

28.03 Except in cases of emergency, layoffs will only take place after the Union and employees have been notified. The Union and Employer shall meet to discuss relevant matters concerning the impending layoff. This meeting should take place prior to implementation of layoffs. Affected employees and the Union will be given a minimum of thirty (30) days' notice of the layoff. Where less than thirty (30) calendar days' notice is given, the employees shall be paid for any days he/she would have been scheduled to work during such thirty (30) day period.

Layoff Procedure

28.04 The Employer will determine the position(s) to be eliminated in a district. The employee(s) in the position(s) affected shall be given a notice of elimination of their position(s) and shall be entitled to one (1) of the following options within the school district:

- (a) displace the least senior employee in the same classification within the district; or
- (b) displace the least senior employee in the lower classification within the district; or
- (c) agree to layoff.

28.05 An employee displaced by 28.04 (a) shall have the option of 28.04 (b) or 28.04(c).

28.06 Employees shall exercise their options under this Article within forty-eight (48) hours of notice of layoff, excluding weekends and holidays. The Employer may extend the above notice period from forty-eight (48) hours to seventy-two (72) hours. Such notice and options shall be communicated to the employee in writing at the commencement of the 48-hour period.

28.07 Any displacement under this Article is conditional upon:

- (a) the displacing employee having the necessary qualifications, skills and ability to do the job, and
- (b) the displacing employee having greater seniority than the displaced employee.

28.08 In all cases of displacement, reference to the least senior employee shall mean:

- (a) in the case of a full-time displacing employee, at her option, either the least senior full-time employee or the least senior part-time employee.
- (b) in the case of a part-time displacing employee, the least senior part-time employee.

Recall

28.09 In the event of recall, employees shall be recalled in order of seniority within the Bargaining Unit to positions for which they have the necessary qualifications, skills and ability within the school district from which they have been laid off or to any school district they have designated in writing at the time of layoff. Employees will not be recalled to a higher classification than that in which they were classified at the time of layoff.

28.10 Recall rights will lapse if the layoff lasts more than twelve (12) consecutive months without recall to a regular full-time or part-time position. Subject to Article 28.09, no new employee will be hired until all employees on layoff have been offered a first refusal of the position or positions vacant for which they have the necessary qualifications, skills, and ability.

28.11 A full-time employee may be recalled to a full-time or part-time position. If recalled to a part-time position, the former full-time employee shall retain his/her recall rights to a full-time position within the school district from which they have been laid off and school districts they have designated in writing at the time of layoff but not to exceed the original 12-month recall period. Refusal of a full-time employee to accept recall to a part-time position will not result in loss of recall rights.

28.12 A part-time employee may be recalled to a part-time position within the school district from which they have been laid off or to any school district they have designated in writing at the time of layoff. A laid off part-time employee can only access a full-time position through the posting process under Article 20.

28.13 An employee will indicate in writing within forty-eight (48) hours excluding weekends and holidays whether she accepts or declines the recall offer. An employee who accepts a recall shall return to the service of the school district to which they have been recalled within two (2) weeks of notice of recall or forfeit all recall rights. In all cases the offer of recall shall be confirmed in writing.

28.14 Acceptance or refusal of casual or temporary work shall not increase the period of recall nor interfere with the recall rights of the employee.

28.15 Refusal of recall without reasonable cause may result in the termination of recall rights. Refusal of recall, without reasonable cause, to any school district other than the school district from which they were laid off will result in the immediate removal of their recall rights to that particular school district.

28.16 Permanent employees engaged for the year except summer, Christmas and March break

The Employer shall not be required to provide a layoff notice, other than the Record of Employment, to employees prior to the three (3) unpaid separation periods (summer, Christmas and March break). However, such employees shall be provided, prior to their separation for the summer break, with a letter from the school district indicating their probable:

- (a) reporting date for work and work location for the next school year

- (b) regular hours of work, and
- (c) periods of unpaid separation for the next Christmas, March and summer break.

ARTICLE 29 – RESIGNATIONS

29.01 Employees who intend to resign shall give the Employer a minimum of thirty (30) calendar days' notice in writing.

ARTICLE 30 – VACATIONS

30.01 The vacation leave credit accumulated annually between July 1 and June 30:

(a) for employees with less than eight (8) years of employment shall be one and one-quarter (1 1/4) or 1.25 days per calendar month, for a total of 15 days per year;

(b) for employees with eight (8) to fifteen (15) years of employment shall be one and two-thirds (1 2/3) or 1.666 days per calendar month, for a total of 20 days per year;

(c) for employees with sixteen (16) to seventeen (17) years of employment shall be one and three-quarters (1 3/4) or 1.75 days per calendar month, for a total of 21 days per year;

(d) for employees with seventeen (17) to eighteen (18) years of employment shall be 1.833 days per calendar month, for a total of 22 days per year;

(e) for employees with eighteen (18) to nineteen (19) years of employment shall be 1.916 days per calendar month, for a total of 23 days per year;

(f) for employees with nineteen (19) to twenty (20) years of employment shall be two (2) days per calendar month, for a total of 24 days per year;

(g) for employees with twenty (20) or more years of employment shall be two and one-twelfth (2 1/12) or 2.083 days per calendar month, for a total of 25 days per year.

30.02 An employee who commences employment

(a) in the first ten (10) working days of the month accumulates vacation leave credits for that month,

(b) after the tenth (10th) working day of the month accumulates vacation leave credits beginning with the following month.

30.03 Vacation leave should normally be taken during the school year (July 1 - June 30) in which it is earned.

30.04 An employee who does not use all the vacation credits during the school year (July 1 - June 30) in which they were earned may carry over to the next school year, vacation credits equivalent to the entitlement earned in the school year, provided the employee has obtained permission to do so in writing from the Superintendent or designate.

30.05 Where emergency leave or sick leave (on production of suitable proof of illness) is granted for a period during which an employee was on vacation leave, the period of vacation leave covered is reinstated to the employee.

30.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month that exceeds one-half (1/2) the number of working days in that month, no vacation credits accumulate.

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

- (a) for days on which the employee is on vacation.
- (b) for days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement.
- (c) for days on which the employee is on leave without pay for Union business.
- (d) for days on which the employee is on sick leave pursuant to the terms of this Agreement.
- (e) for a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits.

30.08 An employee who has vacation credits which have not been used when he or she ceases to be an employee is entitled to a cash settlement in lieu of vacation based on the employee's rate of pay at termination.

30.09 A person, upon ceasing to be an employee, must compensate the Employer for vacation which was taken but which was not earned and the amount of the compensation is to be calculated using the employee's rate of pay at termination.

30.10 Vacation shall be taken at a time authorized by the Employer, and where operational requirements permit for the time requested by the employee. Where operational requirements permit, preference in vacation scheduling will be given to those employees with greater seniority.

30.11 Length of Vacation - Employees Not Employed for Twelve (12) Months

An employee who is not employed for twelve (12) months of the year shall not be entitled to a vacation but shall be paid each month vacation pay calculated as follows:

- (a) if he has less than one (1) calendar years' service, vacation pay at the rate of one and one-quarter (1 ¼) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30;
- (b) if he has one (1) or more calendar years of service but less than eight (8) calendar years' service, vacation pay at the rate of one and one-quarter (1 ¼) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of fifteen (15) days;
- (c) if he has eight (8) or more calendar years of service but less than twenty (20) calendar years of service, vacation pay at the rate of one and two-thirds (1 2/3) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of twenty (20) days;
- (d) if he has twenty (20) or more calendar years of service, vacation pay at the rate of two and one-twelfth (2 1/12) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of twenty-five (25) days.

For the purpose of this Article, a Calendar Years' Service (Calendar Year of Service) is twelve (12) calendar months from the employee's date of hiring.

30.12 If the eighth (8th), sixteenth (16th), seventeenth (17th), eighteenth (18th), nineteenth (19th) or twentieth (20th) anniversary of the employee falls before the sixteenth (16th) of the calendar month he shall receive the higher vacation entitlement at the end of that month.

30.13 If the eighth (8th), sixteenth (16th), seventeenth (17th), eighteenth (18th), nineteenth (19th) or twentieth (20th) anniversary of the employee falls after the 15th of the calendar month he shall receive the higher vacation entitlement at the end of the following month.

30.14 The only calendar month (January, February, etc.) an employee does not receive full vacation entitlement, i.e. 1 ¼ (or 1.25), 1 2/3 (or 1.666), 1 ¾ (or 1.75), 1.833, 1.916, 2 or 2 1/12 (or 2.083) is for calendar months or portions thereof which an employee is laid off, on maternity leave, or approved leave of absence without pay over fifteen (15) calendar days.

ARTICLE 31 – HOLIDAYS

31.01 Holidays for employees are:

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

31.02 An employee who is entitled to pay on both the working day immediately preceding and following the holiday is entitled to the paid holiday.

31.03 When a holiday other than Christmas coincides with an employee's day of rest, the holiday shall be moved to the employee's first working day following his day of rest.

31.04 An employee required to work on a holiday is entitled to either an alternate day off or pay at the regular rate of pay.

31.05 Where a holiday occurs when an employee is on sick or vacation leave, the holiday is considered granted and no deduction is made from the employee's sick or vacation leave credits.

ARTICLE 32 – SICK LEAVE

32.01 An employee is eligible to accumulate sick leave credits at the rate of one and one-quarter (1¼) days per month for each full calendar month of continuous employment up to a maximum credit of two hundred and forty (240) days.

32.02 An employee who commences employment

- (i) in the first ten (10) working days of the month accumulates sick leave credits for that month

- (ii) after the tenth (10th) working day of the month accumulates sick leave credits beginning with the following month.

32.03 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 16 exceeds one-half (½) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

32.04 For the purpose of computing sick leave accumulation, the following shall be counted as working days:

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement; and
- (c) days on which the employee is absent from work while receiving Workers' Compensation benefits to a maximum of twelve (12) months.

32.05 An employee shall be granted sick leave with pay when he is unable to perform his duties because of illness or non-work related injury provided that:

- (a) such absences are reported as soon as possible to his immediate supervisor; and
- (b) he has the necessary accumulated sick leave credits.

32.06 The Employer may require a medical certificate from an employee entitled to sick leave with pay under this Article and may require from time to time a medical examination of the employee by a medical examiner appointed by the Employer.

32.07 A deduction shall be made from an employee's accumulated sick leave credits for all normal working days (excluding holidays) that an employee is absent on sick leave. Absence on account of illness for less than one-half (½) day may be deducted as one-half (½) day; absence for more than a half (½) day but less than a full day may be deducted as a full day.

32.08 (a) Where an employee does not have sick leave credits equal to the period of absence caused by illness, the employee may be granted special sick leave with pay for a period of up to fifteen (15) working days.

(b) Special sick leave granted under sub-section (a) must be deducted from sick leave credits subsequently earned before any further accumulation of sick leave credits can take place.

32.09 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with 32.08 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him which has not been paid back in accordance with this Article calculated at the employee's hourly rate at the time he ceased to be an employee.

(b) The parties agree that failure to comply with 32.09 (a) above will entitle the Employer to withhold any wages or other monetary benefits, including retirement allowance, in an amount sufficient to reimburse the Employer the amount owing.

32.10 Every effort shall be made to schedule medical and dental appointments outside the hours of work. When this is not possible, time absent from work in excess of three (3) hours shall be deducted from sick leave, as per Article 32.07.

ARTICLE 33 – MATERNITY LEAVE/CHILD CARE LEAVE/ADOPTION LEAVE

33.01 No later than fifteen (15) weeks prior to the anticipated date of delivery, an employee shall forward to the Employer a written request for maternity leave. This leave may commence prior to the anticipated date of delivery but shall commence no later than the date of delivery.

33.02 Where an employee submits a medical certificate to the Employer stating that her health so requires, sick leave in accordance with the provisions of Article 32 shall be granted prior to commencement of the employee's requested maternity leave under 33.01.

33.03 The Employer may direct an employee who is pregnant to proceed on maternity leave at any time, where, in its opinion, the interest of the institution so requires.

33.04 Maternity leave shall not exceed seventeen (17) weeks. An employee returning to work from maternity leave shall be reinstated to her previously held position.

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

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

33.07 (a) On the occasion of the birth of the employee's partner's child, an employee shall be granted on request special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the arrival of their child.

(b) On the occasion of the adoption of a child, an employee who is not taking child care leave shall be granted, on request, special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the placement of the child.

33.08 Supplementary Unemployment Benefit Plan

(a) This plan is conditional upon the approval and continued approval of the Federal Government.

(b) After completion of one (1) year continuous employment, an employee 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 to be paid a supplementary leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, as described in the table below:

	<u>When</u>	<u>Then</u>
17 weeks	<u>While on maternity leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> • <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 33.08 (c)</u>
	<u>While on maternity leave, during the next fifteen (15) continuous weeks</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits;</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> • <u>and</u> • <u>75% of the employee's regular rate of pay.</u>
	<u>While on child care leave, during the first week</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits;</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> • <u>and</u> • <u>75% of the employee's regular rate of pay.</u>
17 weeks	<u>While on adoption leave, during the one (1) week waiting period for EI eligibility</u>	<ul style="list-style-type: none"> • <u>the employee receives an allowance of 75% of regular rate of pay less any other monies earned during this period as per Article 33.08 (c)</u>
	<u>While on adoption leave, during the next sixteen (16) continuous weeks</u>	<ul style="list-style-type: none"> • <u>the employee receives EI benefits</u> • <u>the Employer pays an allowance to the employee equal to the difference between:</u> <ul style="list-style-type: none"> • <u>the standard EI benefit rate the employee is receiving,</u> • <u>and</u> • <u>75% of the employee's regular rate of pay.</u>

Note: Where the employee is in receipt of extended EI benefits, the payments will be equivalent to the difference between the weekly standard EI benefit rate and 75% of regular rate of pay. Leave income will not be calculated based on an extended EI benefit rate should the employee elect the extended leave option.

(c) Payments made according to the Supplementary Unemployment Benefit Plan will consist of payments equal to the difference between the unemployment insurance benefits the employee is eligible to receive and seventy five percent (75%) of her regular rate of pay at the time maternity leave or adoption leave commences, less any other monies received during the period which may result in a decrease in unemployment insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.

(d) Regular rate of pay shall mean the rate of pay the employee was receiving at the time maternity or adoption leave commences but does not include retroactive adjustment of rate of pay, temporary assignment, shift premium, overtime, or any other form of supplementary compensation.

(e) An applicant under Article (b) and (c) 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 supplementary leave allowance on a prorata basis.

(e) An employee who is absent from work and is receiving Workers' Compensation Benefits is not entitled to any benefits under this Article.

33.09 Child Care Leave and Adoption Leave:

(a) An employee who is a natural or adoptive parent shall be granted upon request in writing child care leave or adoption leave without pay for a period of up to sixty-two (62) weeks. The leave may be shared by the parents or taken wholly by one (1) parent.

(b) Such leave shall commence at a mutually agreed time no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than seventy-eight (78) weeks after this date.

(d) An employee returning to work from child care leave or 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 departure on child care leave or adoption leave.

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

(f) During the period of child care leave or adoption leave of up to sixty-two (62) weeks only as specified in Article 33.09 (a) hereto:

(i) an employee continues to earn seniority;

(ii) an employee maintains but does not accrue sick leave or vacation leave benefits during the child care leave or adoption leave.

(g) An employee granted child care leave or adoption leave pursuant to Article 33.09 (a) above may where permissible under the relevant benefit plans continue contributions including those of the Employer during such leave.

33.10 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed seventy-eight (78) weeks.

33.11 Should both parents be employed with the Public Service of New Brunswick, the leave may be shared between parents; however, only one parent at a time will be eligible to receive Supplemental Unemployment Benefit Plan benefits as applicable in Article 33.08.

ARTICLE 34 – EDUCATIONAL LEAVE

34.01 (a) Educational leave from duty for the purpose of taking advantage of supplementary courses of professional or technical training may be granted in accordance with these rules to employees with a minimum of twelve (12) months' service.

(b) The Superintendent and/or designate may waive the minimum service requirement in any case where it appears to be in the best interest of the service to do so.

34.02 No period of educational leave shall exceed twelve (12) consecutive months but the Superintendent and/or designate may grant an extension of such leave.

34.03 (a) Where an employee is granted educational leave, the Superintendent and/or designate may require that employee to enter into an agreement to render a specified period of service to the school district following completion of the educational leave.

(b) If an employee who has received educational leave fails to complete the service obligation, the employee shall pay to the Province an amount which bears the same ratio to the cost to the Province of the employee's training as the uncompleted obligation bears to the employee's total obligation under sub-section (a).

34.04 Where leave of absence to take courses or training that require an employee to be absent from work for a continuous period exceeding one (1) month is recommended, the Superintendent and/or designate may approve the payment of

- (a) The employee's salary or a part thereof;
- (b) Tuition, where the claim is supported by a receipt;
- (c) Travel expenses to and from the place of training once during the period of educational leave, in accordance with the Travel Regulations; and
- (d) Other agreed expenses.

34.05 (a) Where an employee takes courses or training that do not require absence from work or require only brief absences, the Superintendent and/or designate may approve the payment of the employee's tuition or a part thereof, where the claim is supported by a receipt.

(b) Where an employee takes courses or training described in sub-section (a), the Superintendent and/or designate may authorize for that employee

- (i) Leave of absence with pay for the purpose of taking examinations;
- (ii) Payment of the expenses of taking the examinations; and
- (iii) Payment of travelling expenses in accordance with the Travel Regulations.

34.06 Where educational leave is granted in accordance with Article 34.04, the employee shall be eligible to accumulate sick leave credits and vacation leave credits in accordance with these rules, provided that no carry-over of vacation shall be permitted where educational leave is granted for a period of twelve (12) months.

34.07 An employee who does not satisfactorily complete courses or training shall cease to be entitled to financial assistance and shall reimburse the Employer for all payments made to the employee or on the employee's behalf unless he or she satisfies the Superintendent and/or designate that failure to satisfactorily complete his courses or training was due to a cause beyond his or her control.

34.08 Where an employee on educational leave receives other financial assistance from the Province which need not be repaid, the educational leave benefits under these rules shall be reduced by the amount of the assistance so received.

34.09 (a) Where the Superintendent and/or designate assigns an employee to attend a conference or seminar for a period not exceeding one (1) month, payment of the employee's reasonable expenses may be approved by the Superintendent and/or designate.

- (b) The Superintendent and/or designate
 - (i) May assign an employee to attend a conference or seminar for a period exceeding one (1) month; and
 - (ii) Shall determine prior to the conference assignment what payments will be made to the employee for expenses.

ARTICLE 35 – EMERGENCY AND FAMILY RESPONSIBILITY LEAVE

35.01 Emergency leave with pay may be granted to an employee by the Employer for a period not exceeding five (5) working days:

- (i) where there is a serious illness in the employee's immediate family; or
- (ii) where circumstances not directly attributable to the employee prevent the employee from reporting for duty.

35.02 Family Responsibility leave with pay may be granted up to three (3) working days' leave per year (from July 1 to June 30) where no one other than the employee can provide for the immediate and temporary care of a dependent member of the employee's family. An additional two (2) days' leave per year to be deducted from the employee's sick leave may be approved by the Superintendent and/or designate, if required.

Immediate family is defined as:

- (a) Husband/wife/spouse/common-law spouse;
- (b) Father/mother; stepfather/stepmother;
- (c) Son/daughter; stepson/stepdaughter; son-in-law; daughter-in-law;
- (d) Brother/sister; stepbrother/stepsister;
- (e) Grandfather/grandmother;
- (f) Grandson/granddaughter;
- (g) Father-in-law/mother-in-law
- (h) Brother-in-law/sister-in-law
- (i) Other persons living in the household of the employee.

ARTICLE 36 – STORM DAYS, HAZARDOUS CONDITIONS, AND CLOSURES

36.01 Workplace Open: If an employee makes every reasonable effort to report on time for his/her regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, the employee may request to use one or a combination of the following options:

- (a) Work from home provided the employee has the necessary equipment with them; or
- (b) Use vacation credits, accumulated time in excess, or leave without pay; or
- (c) Offset the time at a time approved by the Employer, where operational requirements permit; or
- (d) Work from another Employer facility as mutually agreed between the employee and the Employer.

Such requests shall not be unreasonably requested nor unreasonably denied by their supervisor.

The employee will discuss their options with their supervisor prior to the start of his/her shift, unless circumstances prevent them from so doing.

36.02 Workplace Closed: If an employee's workplace is closed the employee may, at their sole discretion, choose one of the following options:

- (a) (a) Work from home provided that the employee has the necessary equipment with them; or
- (b) Use vacation leave, accumulated time in excess, or leave without pay; or
- (c) Offset the time at a time approved by the Employer, where operational requirements permit.

The employee shall notify their supervisor as to which option the employee has selected prior to the start of his/her shift, unless circumstances prevent them from so doing.

36.03 Workplace Closed During Workday: If the Employer sends the employee home due to a storm or hazardous weather conditions, employees will bring the necessary equipment with them at home and work from home for the rest of the work day.

ARTICLE 37 – MISCELLANEOUS LEAVE

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

37.02 Employees in the Bargaining Unit shall have the right to apply for leaves with or without pay which are not covered by the Collective Agreement, subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.

ARTICLE 38 – BEREAVEMENT LEAVE

38.01 Bereavement Leave

(a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, person in loco parentis, spouse, common law spouse, son, daughter, brother, sister, or grandchild, without loss of regular pay for seven (7) consecutive calendar days terminating no later than two (2) calendar days after the funeral, memorial service, other commemorative gathering or the interment, provided pay shall not be given for any of such seven (7) days which falls on a holiday or which does not fall on a regular working day.

(b) An employee shall be granted bereavement leave in the event of the death of the employee's mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, son-in-law, daughter-in-law, without loss of regular pay for five (5) consecutive calendar days terminating no later than two (2) calendar days after the funeral, memorial service, other commemorative gathering or the interment, provided pay shall not be given for any of such five (5) days which falls on a holiday or which does not fall on a regular working day.

(c) An employee shall be granted bereavement leave in the event of the death of the employee's uncle or aunt, without loss of regular pay for two (2) consecutive calendar days terminating no later than one (1) calendar days after the funeral, memorial service, other commemorative gathering or the interment, provided pay shall not be given for any such two (2) days which falls on a holiday or which does not fall on a regular working day.

(d) In the case of death of a niece, nephew, ex-spouse or any relative who has been residing in the same household, an employee shall be granted one (1) work day leave, without loss of pay or benefits. Such a relative shall include a person related by marriage, adoption or common law.

38.02 An employee may be granted a maximum of an additional two (2) days bereavement leave at the discretion of the Employer for the purpose of travel out of province to attend the funeral, memorial service or other commemorative gathering, or the interment, of any relative set out in this Article hereof or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

ARTICLE 39 – PALLBEARER LEAVE

39.01 One-half (½) day's leave may be granted to attend a funeral as a pallbearer.

ARTICLE 40 – COURT LEAVE

40.01 A school district Superintendent or his/her designate, shall grant leave with pay to any employee other than an employee on leave of absence without pay or under suspension who is required:

(a) To serve on a jury

(b) To attend as a witness in any court proceedings where the attendance of witnesses is compelled by law.

40.02 An employee who is required to attend Court or any similar proceedings initiated by himself, or with respect to attending Court or proceedings not associated with his employment and to which he is made a party, shall not be entitled to a leave of absence with pay.

40.03 Any fees received by an employee for attendance as a juror or witness shall be remitted to the school district, or the employee shall only be paid the difference between his or her regular salary and the jury or witness fees received. This shall not apply to an employee on leave of absence without pay or under suspension or not otherwise receiving pay from the Employer for the time in question.

40.04 The school district involved shall administer the granting of leave under this policy and shall ensure that fees received by an employee are remitted to the school district or that the employee is only paid the difference between his or her regular salary and the jury or witness fees received.

40.05 An employee required to serve as a juror or appear as a witness under this policy is entitled to retain any mileage or expense allowance which may be paid for so doing.

ARTICLE 41 – VOLUNTEER DAY

An employee shall be granted one (1) day's leave with pay per school year (July 1 to June 30) to work as a volunteer for a non-profit organization or for community involvement with the non-profit sector. An advance notice of at least five (5) working days and a confirmation of involvement from the organization/sector are required. The leave shall be scheduled at times convenient both to the employee and to the Employer.

ARTICLE 42 – TIME OFF FOR UNION BUSINESS

42.01 Contract Negotiation Meetings

The Employer will grant leave with pay to an employee for the purpose of attending contract negotiation meetings.

42.02 Preparatory Contract Negotiation Meetings

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend preparatory contract negotiations meetings.

42.03 Meetings between Union and Management

Where operational requirements permit, the Employer will grant time off with pay to a reasonable number of employees who are meeting with management in joint consultation.

42.04 Union Executive Council Meetings, Annual General Meetings and Conventions

Where operational requirements permit, the Employer will grant leave with pay to a reasonable number of employees to attend Union Executive Meetings, Annual General Meetings and Conventions.

42.05 Leave of absence without pay and without loss of accrued benefits, for up to two (2) years shall be granted to a member of the NBUPPE elected or appointed to a full-time position with the Union or anybody with which the Union is affiliated. Such leave, upon application to the Employer, may be extended for two (2) further two (2) year periods. Such leave shall be subject to the following conditions:

(i) At least sixty (60) days' notice of intention to return to work shall be given to the Employer.

(ii) If the employee returns to work within two (2) years plus one (1) month of granting the leave of absence, then the employee shall be returned to their previously held position.

(iii) If the employee returns to work following an absence of greater than two (2) years plus one (1) month, the employee shall be returned to the same employment status and same classification within the school district.

(iv) Any period of orientation or re-training required to re-integrate the employee in accordance with 42.05 (ii) and (iii) above, will be paid by the Employer and the Union will reimburse the Employer.

(v) During the period of leave the employee may, if permissible under the relevant plan, continue their contributions and, as well, pay those of the Employer.

(vi) The employee's seniority shall continue to accrue.

42.06 In the case of leaves with pay pursuant to Articles 42.01, 42.02 and 42.04, the Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

ARTICLE 43 – SAFETY AND HEALTH

43.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment pursuant to the terms of the *Occupational Health & Safety Act* as amended from time to time.

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

ARTICLE 44 – GROUP LIFE AND LONG TERM DISABILITY INSURANCE

44.01 The group life insurance coverage shall be as determined by the plan accepted by the Standing Committee on Insured Benefits.

44.02 Accidental Death and Dismemberment Insurance will be provided on a voluntary basis, at the employee's cost.

44.03 The Employer shall administer for the employees of this Bargaining Unit the Long Term Disability plan in effect.

ARTICLE 45 – HEALTH AND DENTAL PLANS

45.01 Health and Dental Plans

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

(b) The Employer shall pay fifty percent (50%) of the cost of the existing Province of New Brunswick Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. 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.

(c) In the event that, during the life of this Agreement, additional benefits are added to the Plans resulting in higher premiums being levied by the Standing Committee on Insured Benefits, the Employer agrees that its contribution shall be automatically adjusted so as to maintain the present cost sharing basis of the Plans.

ARTICLE 46 – INJURED ON DUTY

46.01 An employee receiving compensation benefits under the *Workers' Compensation Act* for injury on the job is entitled to receive the difference between his/her full salary and the salary benefits paid by the Workmen's Compensation Board during the period of total temporary disability.

46.02 The absence of an employee who is receiving compensation under the *Workers' Compensation Act* shall not be charged against the employee's sick leave credit or vacation credit.

ARTICLE 47 – RETIREMENT ALLOWANCE

47.01 Retirement Allowance

(a) Subject to the limitations in 47.01 (c), (d) and 47.02 below, when an employee with a continuous service date falling before March 31, 2016 and continuous service of five (5) years or more, who elected a retirement allowance deferral, dies, retires due to disability or age, the Employer shall pay such an employee or beneficiary of employee, 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, at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(b) An employee who "retires" is one who retires

(i) at age fifty-five (55) (or later), or

(ii) due to disability, or

(iii) is granted under the Public Service Pension Plan
- an annual allowance (an actuarially reduced pension); or
- an immediate pension.

(c) Where an employee with a continuous service date falling before March 31, 2016 who elected a retirement allowance deferral, dies, or retires due to disability or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, the employee's beneficiary, or estate as the case may be.

(d) The retirement allowance was discontinued 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 who elected a retirement allowance deferral shall retain the full 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.

(e) For the purposes of Article 47.01, an employee who was deemed to have deferred their retirement allowance per Article 44.02(e) of the previous Collective Agreement that expired on June 30, 2018 shall continue to be considered an employee who has been deemed to have deferred his/her payment until retirement and as such shall be considered an employee who elected a retirement allowance deferral.

47.02 Payment of Retirement Allowance

(a) Deferred lump sum payment: 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 time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement. The employee may at the time of retirement, request in writing payment of retirement allowance to be held over to the taxation year following the year in which the retirement allowance would normally be paid.

(b) An employee who selected and received an immediate lump sum payment under Article 44.02 (a)(i) of the previous Collective Agreement that expired June 30, 2018 will not be eligible for any further retirement allowance payment at their retirement.

47.03 Layoff Allowance

(a) When an employee having continuous service of one (1) year or more is laid off, the Employer shall pay such an employee a layoff allowance equal to five (5) days' pay for each full year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

(b) 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 48 – TRAVEL REGULATIONS

48.01 The New Brunswick Travel Regulations, as amended, from time to time shall apply to the employees in the Bargaining Unit.

48.02 Employees, who as part of their duties, are required to travel between facilities or around a designated territory, shall have one (1) building in which they perform regular duties designated as their base work location.

ARTICLE 49 – TRANSFER OF BENEFITS

49.01 Upon transfer from Parts I, III or IV of the Public Service or transfer to Parts I, or III of the Public Service

(a) An employee is entitled to transfer unused sick leave credits up to a maximum of two-hundred and forty (240) days credit;

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

(c) An employee is entitled to include the number of years continuous employment in the Public Service for purposes of calculating vacation lease 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 is entitled to transfer accumulated pension credits where a reciprocal agreement exists between the two (2) plans.

ARTICLE 50 – PART-TIME EMPLOYEES

50.01 Part-time employees shall receive the wage rates, seniority credits, conditions of employment and benefits specified in the Collective Agreement on a pro-rata basis according to their hours of work.

ARTICLE 51 – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

51.01 A Provincial Labour Management Committee made up of the negotiating teams for each party shall meet at the request of either party during the administration of the Collective Agreement. Every reasonable effort will be made to ensure continuity of team membership during the life of the current Collective Agreement. The committee shall deal with matters of interpretation of the Collective Agreement and other matters of mutual concern. This committee does not have the power to add to, change or modify this Collective Agreement.

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

ARTICLE 52– TECHNOLOGICAL CHANGE

52.01 Technological change means the introduction of equipment of a different nature or kind than that previously used by the Employer, and a change in the manner in which the Employer carries on its operations that is directly related to the introduction of that equipment.

52.02 When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees, the Employer agrees to notify the Union four (4) months in advance of such change and shall outline the precise nature of the technological change.

52.03 If as a result of a change in technology the Employer requires an employee to undertake additional training, the training will be provided at the Employer's expense without loss of pay or benefits to the employee.

52.04 Should technological change result in layoff of an employee, the affected employee shall be laid off in accordance with Article 28 - Layoffs and Recall.

ARTICLE 53 – MERGER AND AMALGAMATION

53.01 Except in cases of emergency should the Province merge, amalgamate or combine any of its operations or functions or take over any of the operations or functions of another body which substantially changes the duties performed by employees in the Bargaining Unit, the Employer agrees to notify in writing the employees and the Union at least one hundred and twenty (120) calendar days in advance of the implementation of such change.

53.02 Discussion will commence between the parties within ten (10) days of such notice. The Employer shall make every reasonable effort to provide continuous employment in their current classification for employees affected in the Bargaining Unit. Any employee affected by such take over shall be offered alternate employment, if available with their present Employer or another institution, agency or department covered by this Agreement and in the latter case, seniority of employees in the amalgamated agency or institution, shall be considered as one (1) list. If alternate employment is not available, layoff shall be in accordance with the layoff provisions of this Agreement.

53.03 Where a new operation is planned to replace an existing one, current employees will be given preference in filling available positions provided they have the ability, qualifications and skills to do the work.

53.04 If as a result of a merger or amalgamation the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during hours of work whenever possible. Any training due to merger and amalgamation shall be at the Employer's expense without loss of pay to the employee.

53.05 If after a reasonable period of training the employee is unable or unwilling to acquire sufficient competence the Employer shall make every effort to retain the employee in such position as may be available within the competence of the employee. If no such position is available the employee shall be laid off in accordance with the layoff provisions of this Agreement.

ARTICLE 54 – RETROACTIVITY

54.01 Unless otherwise stated in the Agreement, all new wages are retroactive to July 1, 2018.

54.02 (a) All present employees are entitled to retroactive pay for all hours worked.

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired, died or were laid off after July 1, 2018; and employees on approved leave of absence on the date of signing.

54.03 Other employees who were employed on July 1, 2018, and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Employer in which they were employed within forty-five (45) days from the date of signing of this Agreement.

54.04 Retroactivity shall not apply to persons who;

(a) left their employment before completing their probationary period,

(b) were discharged for just cause,

(c) became employed on or after July 1, 2018 and who voluntarily left their employment prior to the date of signing of this Agreement,

(d) are not employees as defined in Article 5 of this Agreement.

54.05 The changed provisions of this Collective Agreement shall be effective on the date of signing of this Collective Agreement unless otherwise stated in the specific Article.

ARTICLE 55 – DURATION AND TERMINATION

55.01 Subject to the provisions of Article 54 of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning July 1, 2018 and ending on June 30, 2023, and 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 six (6) months prior to the expiration date of this Agreement or any renewal thereof.

55.02 Any specific changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement.

55.03 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect 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*.

IN WITNESS WHEREOF the parties have signed this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JULY 1, 2018										
2.0%										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2083.59									
School Psychologist I	2744.55	2886.73	3019.79	3161.95	3304.91					
School Psychologist II	2881.74	3031.09	3170.79	3320.06	3470.14					
School Psychometrist I (HC)	1595.99	1673.16	1753.54	1832.29	1922.08	2007.19				
School Psychometrist II	1932.91	2021.14	2104.67	2199.21	2288.98	2392.98				
Resident in Psychology*	2104.67	2199.21	2288.98	2392.98	2492.20	2605.69				
School Social Worker I	1828.84	1875.12	1925.80	1981.99	2039.27	2095.48	2151.63	2207.83	2268.44	2349.96
School Social Worker II	2225.47	2282.75	2341.14	2402.84	2463.45	2524.02	2583.51	2648.52	2714.63	2803.88
Speech Language Pathologist I (72.5 hrs)	2620.95	2743.40	2878.70	3007.53	3157.71	3300.42				
Speech Language Pathologist II (72.5 hrs)	2744.48	2878.70	3007.53	3157.71	3311.06	3460.17				
Speech Language Pathologist I (75 hrs)**	2711.33	2838.01	2977.96	3111.23	3266.59	3414.24				
Speech Language Pathologist II (75 hrs)**	2839.12	2977.96	3111.23	3266.59	3425.24	3579.49				
Transition to School Coordinator	1777.18	1863.04	1948.10	2039.47	2134.02	2233.26				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
***Includes Pay Equity adjustment.										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
<i>Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance</i>										
<i>University Graduate</i>	<i>level 1, step H</i>									
<i>After 1 year</i>	<i>may receive 1 step</i>									
<i>After 2 years</i>	<i>may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted</i>									
<i>After 3 years and thereafter</i>	<i>may receive 1 step increase per year up to the maximum of the salary range</i>									

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JANUARY 1, 2019										
PAY EQUITY ONLY										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2116.00									
***Includes Pay Equity adjustment.										

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JULY 1, 2019										
2.00%										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2191.38									
School Psychologist I	2799.44	2944.46	3080.19	3225.19	3371.01					
School Psychologist II	2939.37	3091.71	3234.21	3386.46	3539.54					
School Psychometrist I (HC)	1627.91	1706.62	1788.61	1868.94	1960.52	2047.33				
School Psychometrist II	1971.57	2061.56	2146.76	2243.19	2334.76	2440.84				
Resident in Psychology*	2146.76	2243.19	2334.76	2440.84	2542.04	2657.80				
School Social Worker I	1865.42	1912.62	1964.32	2021.63	2080.06	2137.39	2194.66	2251.99	2313.81	2396.96
School Social Worker II	2269.98	2328.41	2387.96	2450.90	2512.72	2574.50	2635.18	2701.49	2768.92	2859.96
Speech Language Pathologist I (72.5 hrs)	2673.37	2798.27	2936.27	3067.68	3220.86	3366.43				
Speech Language Pathologist II (72.5 hrs)	2799.37	2936.27	3067.68	3220.86	3377.28	3529.37				
Speech Language Pathologist I (75 hrs)**	2765.56	2894.77	3037.52	3173.45	3331.92	3482.52				
Speech Language Pathologist II (75 hrs)**	2895.90	3037.52	3173.45	3331.92	3493.74	3651.08				
Transition to School Coordinator	1812.72	1900.30	1987.06	2080.26	2176.70	2277.93				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
***Includes Pay Equity adjustment.										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance										
University Graduate	level 1, step H									
After 1 year	may receive 1 step									
After 2 years	may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted									
After 3 years and thereafter	may receive 1 step increase per year up to the maximum of the salary range									

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JANUARY 1, 2020										
PAY EQUITY ONLY										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2223.79									
***Includes Pay Equity adjustment.										

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JULY 1, 2020										
2.00%										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2301.32									
School Psychologist I	2855.43	3003.35	3141.79	3289.69	3438.43					
School Psychologist II	2998.16	3153.54	3298.89	3454.19	3610.33					
School Psychometrist I (HC)	1660.47	1740.75	1824.38	1906.32	1999.73	2088.28				
School Psychometrist II	2011.00	2102.79	2189.70	2288.05	2381.46	2489.66				
Resident in Psychology*	2189.70	2288.05	2381.46	2489.66	2592.88	2710.96				
School Social Worker I	1902.73	1950.87	2003.61	2062.06	2121.66	2180.14	2238.55	2297.03	2360.09	2444.90
School Social Worker II	2315.38	2374.98	2435.72	2499.92	2562.97	2625.99	2687.88	2755.52	2824.30	2917.16
Speech Language Pathologist I (72.5 hrs)	2726.84	2854.24	2995.00	3129.03	3285.28	3433.76				
Speech Language Pathologist II (72.5 hrs)	2855.36	2995.00	3129.03	3285.28	3444.83	3599.96				
Speech Language Pathologist I (75 hrs)**	2820.87	2952.67	3098.27	3236.92	3398.56	3552.17				
Speech Language Pathologist II (75 hrs)**	2953.82	3098.27	3236.92	3398.56	3563.61	3724.10				
Transition to School Coordinator	1848.97	1938.31	2026.80	2121.87	2220.23	2323.49				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
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10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
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<i>University Graduate</i>	<i>level 1, step H</i>									
<i>After 1 year</i>	<i>may receive 1 step</i>									
<i>After 2 years</i>	<i>may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted</i>									
<i>After 3 years and thereafter</i>	<i>may receive 1 step increase per year up to the maximum of the salary range</i>									

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE OCTOBER 1, 2020										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2301.32									
School Psychologist I	3140.97	3303.69	3455.97	3618.66	3782.27					
School Psychologist II	3297.98	3468.89	3628.78	3799.61	3971.36					
School Psychometrist I (HC)	1826.52	1914.83	2006.82	2096.95	2199.70	2297.11				
School Psychometrist II	2212.10	2313.07	2408.67	2516.86	2619.61	2738.63				
Resident in Psychology*	2408.67	2516.86	2619.61	2738.63	2852.17	2982.06				
School Social Worker I	1902.73	1950.87	2003.61	2062.06	2121.66	2180.14	2238.55	2297.03	2360.09	2444.90
School Social Worker II	2315.38	2374.98	2435.72	2499.92	2562.97	2625.99	2687.88	2755.52	2824.30	2917.16
Speech Language Pathologist I (72.5 hrs)	2726.84	2854.24	2995.00	3129.03	3285.28	3433.76				
Speech Language Pathologist II (72.5 hrs)	2855.36	2995.00	3129.03	3285.28	3444.83	3599.96				
Speech Language Pathologist I (75 hrs)**	2820.87	2952.67	3098.27	3236.92	3398.56	3552.17				
Speech Language Pathologist II (75 hrs)**	2953.82	3098.27	3236.92	3398.56	3563.61	3724.10				
Transition to School Coordinator	1848.97	1938.31	2026.80	2121.87	2220.23	2323.49				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
***Includes Pay Equity adjustment.										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
<i>Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance</i>										
<i>University Graduate</i>	<i>level 1, step H</i>									
<i>After 1 year</i>	<i>may receive 1 step</i>									
<i>After 2 years</i>	<i>may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted</i>									
<i>After 3 years and thereafter</i>	<i>may receive 1 step increase per year up to the maximum of the salary range</i>									

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JANUARY 1, 2021										
PAY EQUITY ONLY										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor***	2333.73									
***Includes Pay Equity adjustment.										

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JULY 1, 2021										
2.00%										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor ***	2413.46									
School Psychologist I	3203.79	3369.76	3525.09	3691.03	3857.92					
School Psychologist II	3363.94	3538.27	3701.36	3875.60	4050.79					
School Psychometrist I (HC)	1863.05	1953.13	2046.96	2138.89	2243.69	2343.05				
School Psychometrist II	2256.34	2359.33	2456.84	2567.20	2672.00	2793.40				
Resident in Psychology*	2456.84	2567.20	2672.00	2793.40	2909.21	3041.70				
School Social Worker I	1940.78	1989.89	2043.68	2103.30	2164.09	2223.74	2283.32	2342.97	2407.29	2493.80
School Social Worker II	2361.69	2422.48	2484.43	2549.92	2614.23	2678.51	2741.64	2810.63	2880.79	2975.50
Speech Language Pathologist I (72.5 hrs)	2781.38	2911.32	3054.90	3191.61	3350.99	3502.44				
Speech Language Pathologist II (72.5 hrs)	2912.47	3054.90	3191.61	3350.99	3513.73	3671.96				
Speech Language Pathologist I (75 hrs)**	2877.29	3011.72	3160.24	3301.66	3466.53	3623.21				
Speech Language Pathologist II (75 hrs)**	3012.90	3160.24	3301.66	3466.53	3634.88	3798.58				
Transition to School Coordinator	1885.95	1977.08	2067.34	2164.31	2264.63	2369.96				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
***Includes Pay Equity adjustment.										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
<i>Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance</i>										
<i>University Graduate</i>	<i>level 1, step H</i>									
<i>After 1 year</i>	<i>may receive 1 step</i>									
<i>After 2 years</i>	<i>may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted</i>									
<i>After 3 years and thereafter</i>	<i>may receive 1 step increase per year up to the maximum of the salary range</i>									

SCHEDULE A										
PROFESSIONAL SUPPORT										
BI-WEEKLY RATES OF PAY										
EFFECTIVE JULY 1, 2022										
2.0%										
CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behaviour Intervention Mentor	2461.73									
School Psychologist I	3267.87	3437.16	3595.59	3764.85	3935.08					
School Psychologist II	3431.22	3609.04	3775.39	3953.11	4131.81					
School Psychometrist I (HC)	1900.31	1992.19	2087.90	2181.67	2288.56	2389.91				
School Psychometrist II	2301.47	2406.52	2505.98	2618.54	2725.44	2849.27				
Resident in Psychology*	2505.98	2618.54	2725.44	2849.27	2967.39	3102.53				
School Social Worker I	1979.60	2029.69	2084.55	2145.37	2207.37	2268.21	2328.99	2389.83	2455.44	2543.68
School Social Worker II	2408.92	2470.93	2534.12	2600.92	2666.51	2732.08	2796.47	2866.84	2938.41	3035.01
Speech Language Pathologist I (72.5 hrs)	2837.01	2969.55	3116.00	3255.44	3418.01	3572.49				
Speech Language Pathologist II (72.5 hrs)	2970.72	3116.00	3255.44	3418.01	3584.00	3745.40				
Speech Language Pathologist I (75 hrs)**	2934.84	3071.95	3223.44	3367.69	3535.86	3695.67				
Speech Language Pathologist II (75 hrs)**	3073.16	3223.44	3367.69	3535.86	3707.58	3874.55				
Transition to School Coordinator	1923.67	2016.62	2108.69	2207.60	2309.92	2417.36				
* Resident in Psychology previously titled School Psychometrist III										
** Employees covered by the Transfer Agreement only.										
10% Resourcing Adjustment for Psychologists, Residents in Psychology and Psychometrists occurs October 1,2020.										
<i>Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance</i>										
<i>University Graduate</i>	<i>level 1, step H</i>									
<i>After 1 year</i>	<i>may receive 1 step</i>									
<i>After 2 years</i>	<i>may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted</i>									
<i>After 3 years and thereafter</i>	<i>may receive 1 step increase per year up to the maximum of the salary range</i>									

LETTER OF AGREEMENT – WORKLOAD COMMITTEE

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

Whereas the New Brunswick Union, Professional Support Group has identified workload as a significant issue; and

Whereas the New Brunswick Union, Professional Support Group and the Employer are committed to regular Employer Employee Relations Committee meetings; and

Whereas the New Brunswick Union, Professional Support Group and the Employer recognize the need for further discussion on the Union's concerns regarding workload issues;

The Parties therefore agree to establish a standing Employer Employee Committee agenda item and continue to work together to address concerns related to workload.

Dated at Fredericton, this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

LETTER OF AGREEMENT – TRANSFER AGREEMENT PROVISIONS

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

Whereas the Treasury Board transferred the Support Services to Education and Talk with Me programs from Parts I and III of the Public Service to Part II of the Public Service effective January 28, 2013, and

Whereas a number of employees subsequently transferred from Parts I and III of the Public Service to Part II of the Public Service, and

Whereas the New Brunswick Union of Public and Private Employees, Professional Support Group became the certified Bargaining Agent for transferring Social Workers, Psychologists and Speech Language Pathologists, and

Whereas the New Brunswick Union of Public and Private Employees, Professional Support Group and the Employer signed a Transfer Agreement on December 5, 2013 outlining the terms and conditions applicable to these transferring employees,

The parties therefore recognize the Transfer Agreement signed on December 5, 2013 applies to those employees transferred.

Dated at Fredericton, this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

LETTER OF AGREEMENT – PREVIOUSLY EXCLUDED CASUAL EMPLOYEES

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

RE: Terms and Conditions of Employment for Casual Employees Employed for a Period of Less than Six (6) Continuous Months

A. 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 who have been employed for less than six (6) continuous months do not hold permanent employment within the Public Service.

B. Seniority

Seniority for casual employees who have been employed for less than six (6) continuous months shall be the number of hours of service in casual employment, excluding overtime, in Part II of the Public Service from June 17, 2010. Service will only include hours actually worked by the casual employee.

A casual employee who has been employed for less than (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 dated March 31 and shall make this list available to the Union during April of each year.

C. Rate of Pay

A casual employee who has been employed for 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 is working. Or,
- (b) the rate paid to the casual employee immediately prior to the commencement of this Agreement.

The rate of pay for a casual employee who has been employed for less than six (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.

D. Holidays

The eight (8) public holidays are New Year's Day, Family Day, Good Friday, Canada Day, New Brunswick Day, Labour Day, Remembrance Day and Christmas Day, and includes any day substituted for one (1) of those days under the *Employment Standards Act*.

A casual employee who has been employed for less than six (6) continuous months shall receive pay for public holidays in accordance with the *Employment Standards Act*.

E. Vacation

In addition to the applicable rate of pay,

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

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

F. Leaves of Absence

Casual employees with less than six (6) months continuous service are entitled to leaves of absence without pay, as outlined in the *Employment Standards Act*.

G. Applicability of the Collective Agreement

The parties agree that the following Articles of the Collective Agreement presently in effect between the Treasury Board and the New Brunswick Union of Public and Private Employees, Professional Support Group, shall also apply to casual employee with less than six (6) months continuous service on their first day of work:

- ARTICLE 1 – RECOGNITION
- ARTICLE 2 – APPLICATION OF THE COLLECTIVE AGREEMENT
- ARTICLE 3 – PROVINCIAL SECURITY
- ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT
- ARTICLE 5 – DEFINITIONS
- ARTICLE 6 – MANAGEMENT RIGHTS
- ARTICLE 7 – DISCRIMINATION
- ARTICLE 8 – STRIKES AND LOCKOUTS
- ARTICLE 9 – UNION SECURITY
- ARTICLE 10 – LIAISON OFFICER
- ARTICLE 11 – BULLETIN BOARDS
- ARTICLE 12 – COMMUNICATIONS
- ARTICLE 13 – PUBLISHING OF AGREEMENT
- ARTICLE 26 – SENIORITY LIST
- ARTICLE 43 – SAFETY AND HEALTH
- ARTICLE 48 – TRAVEL REGULATIONS
- ARTICLE 51 – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE
- ARTICLE 55 – DURATION AND TERMINATION

H. Alternate Provisions for casual employees with less than six (6) months continuous service:

In addition, the parties agree that the following Articles of the Collective Agreement presently in effect between the Treasury Board and the New Brunswick Union of Public and Private Employees, Professional Support Group, shall not apply to casual employees with less than six (6) months continuous service except where, and to the extent that, an alternative provision has been stated below:

ARTICLE 14 – GRIEVANCE PROCEDURE

Does not apply to casual employees with less than six (6) months continuous service. However, a casual employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

ARTICLE 15 – ADJUDICATION

Does not apply to casual employees with less than six (6) months continuous service. However, a casual employee shall have the right to access the adjudication procedure with respect to the interpretation, application or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

ARTICLE 16 – DISCIPLINE

Does not apply to casual employees with less than six (6) months continuous service. Whereas a casual employee is employed on a non-permanent, temporary or sporadic basis, and does not occupy a regular or permanent position in the Public Service, the Employer may terminate the employment of a casual employee without cause at any time and the employee does not have access to the grievance procedure.

ARTICLE 17 – HOURS OF WORK

Does not apply to casual employees with less than six (6) months continuous service. It is understood that casual employees do not hold permanent employment within the Public Service. Casual employees are not guaranteed hours of work.

Casual Hours of Work and Time in Excess:

Where a casual employee with less than six (6) months continuous service is required by the Employer to work in excess of forty-four (44) hours per week, he or she shall be entitled to offset time on an hour-by-hour basis.

Approved leaves with pay for excessive hours worked shall be arranged by the Employer so as to cause minimum interference with the operations of the school district, taking into account the seniority and employee's preferences.

ARTICLE 18 – REDUCTION IN HOURS

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 19 – COMPRESSED WORK YEAR PROGRAMME (CWYP)

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 20 – POSTING OF VACANCIES

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 21 – RATE OF PAY ON PROMOTION

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 22 – MERITORIOUS INCREASE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 23 – ANNIVERSARY DATE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 24 – POSITION CLASSIFICATION

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 25 – SENIORITY

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 27 – PROBATIONARY PERIOD

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 28 – LAYOFF AND RECALL

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 29 – RESIGNATIONS

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 30 – VACATION

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 31 – HOLIDAYS

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 32 – SICK LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 33 – MATERNITY LEAVE/CHILD CARE LEAVE/ADOPTION LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 34 – EDUCATIONAL LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 35 – EMERGENCY LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 36 – STORM DAYS, HAZARDOUS CONDITIONS, AND CLOSURES

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 37 – MISCELLANEOUS LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 38 – BEREAVEMENT LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 39 – PALLBEARER LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 40 – COURT LEAVE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 41 – VOLUNTEER DAY

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 42 – TIME OFF FOR UNION BUSINESS

Does not apply to casual employees with less than six (6) months continuous service. However, the Employer may approve up to 1 day leave without pay annually for casual employees with less than six (6) months continuous service to attend to Union business, based on operational requirements and satisfactory notice period.

ARTICLE 44 – GROUP LIFE AND LONG TERM DISABILITY INSURANCE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 45 – HEALTH AND DENTAL PLANS

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 46 – INJURED ON DUTY

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 47 – RETIREMENT ALLOWANCE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 49 – TRANSFER OF BENEFITS

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 50 – PART-TIME EMPLOYEES

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 52 – TECHNOLOGICAL CHANGE

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 53 – MERGER AND AMALGAMATION

Does not apply to casual employees with less than six (6) months continuous service.

ARTICLE 54 – RETROACTIVITY

Does not apply to casual employees with less than six (6) months continuous service. However, Articles 54.03 and 54.04 shall apply to casual employees with less than six (6) months continuous service.

Dated at Fredericton, this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

LETTER OF AGREEMENT – MEMBERSHIP DUES AND FEES

LETTER OF AGREEMENT

BETWEEN

TREASURY BOARD

AND

**THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

RE: Membership Dues and Fees

Employees may request the Employer to deduct their professional dues and fees from their pay cheques over twenty-six (26) pay periods starting January 1, 2016.

Dated at Fredericton, this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

LETTER OF AGREEMENT – PRE-RETIREMENT LEAVE PLAN

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

Re: Pre-Retirement Leave Plan

The parties agree that the following shall apply to employees of the Professional Support Bargaining Group with a continuous service date falling before March 31, 2016 and who have deferred the payment of their retirement allowance in accordance with Article 47.02 (a).

(a) _____ where operational requirements permit, at the Employer's discretion, pre-retirement leave may be taken at a ratio of one (1) day's leave for one (1) day's retirement allowance credit, in lieu of cash payment for such allowance credit on retirement.

(b) _____ employees are eligible to take up to the maximum number of days pre-retirement leave in each year prior to retirement as outlined below.

(c) _____ requests to use pre-retirement leave must be submitted to the employee's supervisor twice as many working days in advance of the pre-retirement leave being requested.

(d) _____ any retirement allowance credits not used as leave as per the Employer Policy AD 2209 Pre-Retirement Leave in the year in which they could have been, may be carried over for use as leave in the next year.

(e) _____ at the discretion of the Employer, an employee who had not opted into the pre-retirement leave plan may be granted, on request, the total of the eligible retirement allowance credits as leave immediately prior to his/her retirement from the New Brunswick Public Service.

(f) _____ retirement allowance credits not used as leave at the date of retirement will be paid in cash.

(g) _____ regular benefit accumulation and payroll deductions shall continue while on pre-retirement leave.

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 FOR EMPLOYEES WITH A CONTINUOUS SERVICE DATE FALLING BEFORE March 31 2016 AND WHO HAVE DEFERRED THE PAYMENT OF THEIR RETIREMENT ALLOWANCE IN ACCORDANCE WITH ARTICLE 47.02 (a).

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

Signed at Fredericton, New Brunswick this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves _____

Leigh Sprague _____

Dominic Cardy _____

Susie Proulx-Daigle _____

Nada Sarkis _____

LETTER OF ACKNOWLEDGEMENT – PART III JOB STUDY

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

RE. Part III Job Study

Any rate of pay increases implemented for Speech Language Pathologists and/or Social Workers in Part III as a result of the ongoing Specialized Health Care Professional (SHCP) and Medical Science Professional (MSP) Job Study between NBU and Treasury Board shall also be applied to the respective professions in this collective agreement on the same date as in SHCP collective agreement.

Signed at Fredericton, New Brunswick this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

**LETTER OF AGREEMENT - SPECIAL HOURLY RATE FOR AFTER-HOURS PSYCHO-
EDUCATIONAL ASSESSMENTS (AHPEA)**

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

RE: Special Hourly Rate for After-Hours Psycho-Educational Assessments (AHPEA)

Whereas the Employer has had significant challenges in the recruitment and retention of School Psychologists I and II; and

Whereas the Employer has, over the past few years, engaged private-practice Psychologists to complete Psycho-Educational Assessments that could not be performed by the available School Psychologists during the regular hours of work; and

Whereas the parties intend to continue efforts to recruit and retain School Psychologists and decrease the use of private sector Psychologists; and

The Parties hereby agree to the following:

1. The parties agree that School Psychologists I and II and Residents in Psychology (under the clinical supervision of a Psychologist) can perform additional Psycho-Educational Assessments outside the regular hours of work when assigned to do so by the Employer.
2. Each AHPEA must be assigned to the School Psychologist or Resident in Psychology in writing by the supervisor or school district designate responsible for Child and Youth Teams before the School Psychologist starts working on the AHPEA in order to be eligible for the special hourly rate. Performance of an AHPEA is optional.
3. The special hourly rate for completing AHPEAs is set at one and one-half (1.5) times the employee's regular hourly rate and can be paid in 15-minute increments for a maximum of 20 hours per AHPEA. If an AHPEA takes more than 20 hours to complete, the employee will work the remaining hours required to complete the AHPEA during regular hours of work.
4. The special hourly rate will only be paid for Psycho-Educational Assessments services done outside of the School Psychologist's regular hours of work.
5. The time worked on AHPEA cannot count towards time off in lieu as outlined in Article 17.02.
6. The special hourly rate for a AHPEA will only be paid once the AHPEA is completed.
7. The payment of the special hourly rate for work completed on AHPEAs will be processed monthly.
8. The parties acknowledge that Psycho-Educational Assessments are part of School Psychologists' regular duties and that School Psychologists will continue to complete Psycho-Educational Assessments during their regular hours of work as assigned by their supervisor. The special hourly rate is intended for the completion of additional Psycho-Educational Assessments to reduce the use of private-practice Psychologists.

This Letter of Agreement will continue beyond the expiry of the present Collective Agreement until the parties conclude a new Collective Agreement.

Signed at Fredericton, New Brunswick this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis

LETTER OF AGREEMENT - ONE-TIME LUMP SUM PAYMENT OF \$500

BETWEEN

TREASURY BOARD

AND

**NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES
PROFESSIONAL SUPPORT GROUP**

RE: One-Time Lump Sum Payment of \$500

In recognition of the member's contributions to the province's pandemic response, all members of this Bargaining Unit will receive a one-time lump sum payment of \$500 (gross). The lump sum payment will be pro-rated for part-time and casual employees based on hours worked from January 1, 2020 to December 31, 2020 up to a maximum of \$500. The lump sum payment for full-time ten (10) month employees will not be subject to proration.

Signed at Fredericton, New Brunswick this 7th day of February 2022.

FOR THE EMPLOYER:

FOR THE UNION:

Ernie Steeves

Leigh Sprague

Dominic Cardy

Susie Proulx-Daigle

Nada Sarkis
