

AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 2745

EXPIRES: FEBRUARY 28, 2013

04620 (08)

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THIS AGREEMENT made this 4th day of May 2011.

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

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, Local 2745, hereinafter called the "Union", party of the Second Part.

PREAMBLE:

Whereas it is the desire of both parties to this Agreement to maintain harmonious relations and settled conditions of employment between the Employer and the Union, to promote co-operation and understanding between the Employer and the Union, to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, to encourage efficiency in operation and to promote the morale, well being and security of employees in the Bargaining Unit of the Union.

Now therefore, this Agreement witnesseth that the Parties hereto in consideration of the mutual covenants hereinafter contained agree with the other as follows:

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

1.01 Union Recognition and Bargaining Unit

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 033 SC 4a applies.

1.02 No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

1.03 Future Legislation

Where any provision of this Agreement conflicts with the provisions of any public statute or regulation of the province, the provisions of the public statute or regulation shall prevail. In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement 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 so rendered null and void. In the event no agreement can be reached, the Parties may submit the matter to Adjudication, or the chairman of the Public Service Labour Relations Board as outlined in the *Public Service Labour Relations Act*.

1.04 Application of Agreement

This Agreement applies to and is binding on the Union, each employee, the Employer and its agents.

1.05 Work of the Bargaining Unit

Persons, including volunteers, who are not in the bargaining unit, shall not be employed to perform work of the bargaining unit where it directly results in a reduction of an employee's regular working hours or lay-off of a present employee.

Where a present position which is occupied by an employee of this bargaining unit becomes vacant, the Employer agrees not to use volunteers to do the functions of the vacated position.

An alleged violation under Article 1.05 shall be processed under the *Public Service Labour Relations Act*.

1.06 The Parties hereto agree that the benefits, privileges, rights or obligations agreed to in this collective agreement are in lieu of the application of the *Employment Standards Act* as contemplated in S. 4(2) of the Act.

ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY

2.01 Management Rights

The Union recognizes that it is the function of the Employer to manage and direct its operations, and to direct the working forces of the Employer subject to the terms of this Agreement. The Employer retains all the rights of management except as specifically limited by this Agreement.

2.02 Provincial Security

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 3 - DISCRIMINATION

3.01 No Discrimination

The Parties agree that there shall be no discrimination, interference, restriction, intimidation or coercion exercised or practiced for any reason.

3.02 The Parties agree to abide by Board of Management Minute 93.0625 on Harassment in the Workplace as may be amended from time to time. The Parties recognize the right of employees to work in a harassment free environment and that harassment in the work place shall not be tolerated. An employee has the right to be accompanied by a person of their choice during the interview process in accordance with the Province of New Brunswick Harassment in the Workplace Policy.

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF

4.01 As a condition of employment, employees who have become employed after December 9, 1977 shall, within thirty (30) working days of commencement of employment, become members of the Union and shall not revoke such membership during the term of this contract.

4.02 Check-Off

The Employer shall deduct an amount equal to the regular monthly membership dues of the Union from the pay of all employees in the bargaining unit.

4.03 Amount of Union Dues

Before the Employer is obligated to deduct any dues under this Article, the Union must advise the Employer in writing of:

- (a) the specific amount; or
- (b) the percentage of regular gross earnings

to be deducted as the regular Union dues. The amount so deducted under (a) or (b) above shall continue to be the amount of dues to be deducted under this Article, until changed by a further written notice to the Employer signed by the President and Treasurer of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.

The Union shall advise the Employer at least three (3) months prior to the effective date of a change to the Union dues.

4.04 Contribution Towards Union Expenses

The dues deducted under this Article shall be accepted by the Union as the regular monthly dues for those employees who are or shall become members of the Union and the sums so deducted from non-members of the Union shall be treated as their contribution towards the expenses of maintaining the Union.

4.05 Deductions to be Remitted

Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than the last day of the following month, accompanied by a list of all employees from whose wages the deductions have been made. The Union shall keep the Employer advised of the name and address of its Treasurer.

4.06 Employer Harmless of Liability

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 Treasurer of the Union under this Article.

4.07 Dues Receipt

At the same time that Income Tax (T-4) slips are made available, the Employer shall record the amount of Union dues paid by each Union member in the previous year.

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence and Line of Authority

(a) All correspondence between the Board of Management and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Assistant Deputy Minister, Labour Relations Services, Office of Human Resources, and the Recording Secretary of the Union.

(b) All correspondence between the Department of Education and the Union arising out of this Agreement or incidental thereto, shall pass to and from the Director of the Human Resources, Department of Education, or his/her designate, and the Recording Secretary of the Union.

(c) All correspondence between the School District and the Sub-Local arising out of this Agreement or incidental thereto, shall pass to and from the Director of Human Resources of the School District and the Sub-Local President.

5.02 Notifications to the Union

The School District shall notify the Sub-Local President, or the Union upon request, in writing of:

- (a) Postings
- (b) Appointments/hirings/transfers
- (c) Casuals obtaining employee status
- (d) Lay-offs
- (e) Bumping report
- (f) Seniority lists as per Article 11.03(a)

- (g) Reclassifications
- (h) Letters of reprimand
- (i) Notices of suspension
- (j) Notices of discharge

5.03 Notification to Employees of Immediate Supervisor

Each employee shall be informed in writing of the name of her immediate supervisor at the time of appointment to a position and at any time her immediate supervisor changes.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES

6.01 Establishment of Committees

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees in appropriate local work units and one on a Provincial basis.

6.02 Matters Not Covered by Collective Agreement

The Parties agree that the Committees shall be employed as a forum for meaningful consultation on contemplated changes in conditions of employment or working conditions not governed by this Agreement and other matters of mutual interest.

6.03 Advisory Role

The Committees shall function in an advisory capacity only and shall not have power to alter, amend, add to, or modify the terms of this Agreement.

6.04 Provincial and District Labour-Management Committees

(a) The Provincial Labour-Management Committee shall consist of four (4) representatives from the Employer and four (4) representatives from the Union. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one (1) week in advance of the meeting. Minutes of each meeting of the Provincial Committee shall be prepared in duplicate and jointly signed by a representative of each party as promptly as possible after the close of the meeting. The Parties are responsible to provide copies to their respective officials.

(b) The District Labour-Management Committee shall consist of two (2) representatives from the Employer and two (2) representatives from each Sub-Local Union. The Sub-Local representatives must be employees of that School District. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one (1) week in advance of the meeting. Minutes of each meeting of the Local committee shall be prepared in duplicate and jointly signed by a representative of each party as promptly as possible after the close of the meeting. The Parties are responsible to provide copies to their respective officials.

(c) It is understood that the Committees in (a) and (b) above are free to invite resource persons to assist the Committee(s) if needed and either party shall advise the other Committee members in advance of such intentions. For further clarification, members of the Provincial Union's Executive shall be allowed to attend any District Sub-Local Labour-Management meeting as a resource person.

6.05 Time Off With Pay to Attend Meetings

Members of the Committee shall not suffer any loss of pay as a result of Committee meetings. For time spent at District Labour-Management Committee meetings held outside the employee's scheduled hours of work, the Employer will pay wages at straight time for the number of Union representatives provided under 6.04(b) for a maximum of two (2) District Labour-Management Committee meetings per school year. Wages will not be paid for travel time. Expenses will be paid in accordance with the applicable Board of Management policy.

ARTICLE 7 -GRIEVANCE PROCEDURE

7.01 Union Representation During the Grievance Procedure

(a) The Union shall select a Provincial Grievance Committee composed of permanent employees in the bargaining unit. Sub-Locals may select a Sub-Local Grievance Committee composed of permanent employees in each School District.

(b) In addition to the Grievor(s) should they wish to attend,

(i) When meeting at Step One of the Grievance Procedure, no more than two (2) representatives from the Sub-Local Grievance Committee and/or the Provincial Grievance Committee shall be present;

(ii) When meeting at Step Two of the Grievance Procedure, no more than four (4) representatives from the Sub-Local Grievance Committee and/or the Provincial Grievance Committee shall be present;

(iii) It is understood that the CUPE staff representative may also be present at any step of the Grievance Procedure.

7.02 Names of Grievance Committee Members

The Union will notify the School District in writing of the names of the members of the Provincial Grievance Committee and of any changes that may occur therein. The School District shall not be required to recognize members of the committee until it has been notified in writing by the Union of the names selected.

The Sub-Local President shall be recognized by the School District as a member of the Sub-Local Grievance Committee. Where the Sub-Local Union notifies the School District of names of any additional members of the Sub-Local Grievance Committee, the School District shall recognize them as well.

7.03 Union Representatives

At a mutually agreeable time and place an accredited representative of the Union shall have access to the Employer's premises for the purpose of assisting in the service of a grievance. The Sub-Local will notify the Employer of the names of the Sub-Local officers who shall administer the Sub-Local Union Affairs.

7.04 Permission to Leave Work

The Employer agrees that members of Provincial and Sub-Local Grievance Committees shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties under this Article, including meeting with employees or district management personnel to investigate or discuss disputes or grievances.

The Union recognizes that Grievance Committee members are employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, Grievance Committee members shall not leave their work without obtaining the permission of their designated supervisor, if available, and such permission shall be given. If the designated supervisor is unavailable the

Grievance Committee member shall obtain permission from the management personnel involved with the dispute or grievance, and such permission shall be given.

7.05 Informal Discussion

A complaint of any nature may be discussed with the employee's immediate supervisor. in the event that the employee feels that the discussion is not successful, the employee shall have the opportunity, upon request, to discuss the issue further with the Employer with the assistance of a Provincial or Sub-Local Grievance Committee member at a mutually agreeable time.

Every attempt will be made to settle such complaints informally before submitting a grievance.

7.06 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 her grievance or refrain from exercising her right to present a grievance, as provided in this Agreement.

7.07 Settling of Grievances

Should any question arise concerning the application, administration, 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 Sub-Local or the Union the following procedure shall apply:

STEP ONE:

Within twenty (20) working days after the alleged violation has arisen, the employee, accompanied by a member of the grievance committee and a representative of the Union if she so desires, may take the matter up with the Director of Human Resources or designate in the case of her absence 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 (10) day period referred to in Step One, the employee, accompanied by the grievance committee and a representative of the Union if so desired, may take the matter up with the Superintendent or designate. The Superintendent or designate shall reply in writing 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 period, the matter may be referred to adjudication as provided in Article 8 (Adjudication) hereof within twenty (20) working days from the expiration of such (10) ten-day period.

Level	Employee's Time to Present grievance	Present Grievance To	Employer's Time To Answer
STEP ONE	20 working days after the alleged violation has arisen or discussion in accordance with 7.05 has failed	Director of Human Resources or designate	10 working days
STEP TWO	10 working days from receipt of reply from STEP ONE or date reply should have been received	Superintendent or designate	10 working days
ADJUDICATION	20 working days from receipt of reply from STEP TWO or date reply should have been received	Reference to adjudication to Labour Relations Services Branch, Office of Human Resources	N/A

Either party is entitled upon request to a meeting with the other party to discuss a grievance filed under this Agreement.

Grievances to be initiated at Step Two

Grievances concerning lay-offs, suspensions and discharge shall be initiated at Step Two of the grievance procedure.

7.08 a) Where more than one 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 has occurred, signed by all grievors. Should the Employer not recognize the grievance as being "common" it shall so notify the employee(s) in writing as pari of the reply at Step One, whereupon the grievance(s) if submitted to Step Two shall be considered as an individual grievance(s).

b) Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement and, due to its nature, is not properly the subject of an individual or common grievance as described in (a) above, the Union may file a grievance with the Director of Human Resources, Department of Education. Failing satisfactory settlement, the matter may be referred to adjudication.

c) The Employer may present a grievance in accordance with Section 92(1) of the *Public Service Labour Relations Act*.

7.09 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 Employer premises and to view disputed operations and to confer with the necessary witnesses.

7.10 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 School District and the Union or Sub-Local. 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 7, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.11 Technical Objections to Grievance

Subject to Section 7.10, failure to comply fully with the grievance procedure established by this Article, is not a bar to adjudication of the grievance, if the Adjudicator before whom the grievance is adjudicated is of the opinion that the other party to the grievance was not prejudiced by the failure to comply and that to bar the adjudication would be an injustice.

7.12 Mutually Agreed Changes

Where the Parties (Board of Management and Union) have agreed in writing to amend this Agreement, such amendments shall be subject to the grievance and adjudication procedure.

ARTICLE 8 - ADJUDICATION

8.01 Application of *Public Service Labour Relations Act*

The Parties agree that the adjudication provisions of the *Public Service Labour Relations Act* shall apply.

8.02 Decision of Adjudicator or Board of Adjudication

An adjudicator or a 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 thereof.

8.03 Power of Adjudicator or Adjudication Board

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 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 the adjudicator or board may determine appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 No Strikes or Lockouts

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

ARTICLE 10 - SUSPENSION, DISCIPLINE AND DISCHARGE

10.01 Discharge Procedure

No employee shall be suspended or discharged except for just cause. Where an employee is suspended or discharged, the Employer within five working days of the suspension or discharge shall notify the employee in writing by registered mail or personal service stating the reason for the suspension or discharge, and a copy of such notice of suspension or discharge will be forwarded to the Sub-Local President.

10.02 Grievances to be initiated at Step Two

Where an employee alleges that she has been suspended or discharged in violation of Article 10.01, she may within twenty (20) working days of the date on which she was notified in writing of the reason for her suspension or discharge, invoke the grievance procedure including adjudication. and for the purpose of a grievance under Article 7 (Grievance Procedure) the grievance procedure shall be initiated at Step Two.

10.03 Unjust Suspension or Discharge

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 10.01, that employee shall be immediately reinstated in her former position without loss of continuous service or any other benefit which would have accrued to her if she had not been suspended or discharged. One of the benefits which she shall not lose is her regular pay during the period of suspension or discharge which shall be paid to her at the end of the next complete pay period following her reinstatement.

10.04 Evidence

The Employer shall not introduce as evidence in a grievance or adjudication proceeding under this Agreement any document pertaining to disciplinary action the existence of which the employee was not aware.

10.05 Letters of Reprimand, and Notices of Suspension and Discharge

- (a) When an employee is disciplined and a letter of reprimand is to be placed against the record of an employee, the Employer shall deliver the letter of reprimand to the employee and to the Sub-Local President within twenty (20) working days of the event of the complaint. Letters of reprimand shall give reasons for the discipline and shall be for just cause. See Article 10.01 regarding notices of suspension or discharge.

(b) The employee and the Employer shall sign copies of letters of reprimand, and notices of suspension and discharge as receipt, one for the Employer and one for the employee, but said copies will not be considered an admission that such notation was justified. If this procedure is not followed, such expression of dissatisfaction shall not become part of her record for any use against her in the future. Any letter of reprimand or notice of suspension shall be removed from the file of an employee, after the expiration of a period of twenty-four (24) months following the effective date of the disciplinary action.

Documentation relating to improper conduct shall be removed from the employee's personnel file within a reasonable period of time following the expiration of a period of 24 months following the effective date of the disciplinary action, providing no other instance of disciplinary action in respect of the employee has been recorded during that period.

10.06 Access to Personnel File

Upon request, an employee shall be given an opportunity to read her file. Such permission shall neither be unreasonably requested nor denied.

Where a reasonable need is established, employees shall be permitted to obtain copies of documents from their file.

10.07 Right to have Union Representation

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview and shall inform the employee of her right to have up to two (2) Union representatives from the Provincial and Sub-Local Grievance Committees present at the interview. The employee shall be given enough time in advance to arrange for union representation.

A CUPE staff representative shall be allowed access to meetings with the District School Superintendent, or any other level of management, when such meeting is for disciplinary purposes involving an employee of this bargaining unit.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

Subject to Article 11.11 seniority is defined as the length of service with a School District (or any former School District now included in or previously forming part of the present School District) in which an employee is employed.

11.02 Seniority Unit

The unit of operation for the application of Article 11 shall be the School District except in the case of Article 11.11.

11.03 Seniority List

(a) The Employer shall maintain a seniority list for permanent employees and a separate seniority list for casual employees showing the date upon which each employee's casual service commenced and the date upon which each employee's permanent service commenced. An employee's accumulated seniority shall be her service in casual employment and permanent employment. The seniority lists shall show an employee's classification, place of employment and District as identified by Provincial numerical code, accumulated seniority (calculated in years and days), the number of accumulated sick day credits and the vacation entitlement of each employee. Up to date seniority lists shall be posted on all bulletin boards by April 15 of each year. Once the seniority list is posted it will remain posted until the revised seniority list is prepared and posted. The seniority of a permanent employee shall be recognized as greater than that of any casual employee.

Article 11 shall have no application in the calculation of vacation, other than an employee's original date of permanent employment.

(b) Where an employee is affected by a lay-off under Article 13 or is applying for a vacancy under Article 12, she may, during regular office hours, request an update of her seniority and that of any other employee(s) in the bargaining unit which may affect her rights under Article 12 or 13. The Employer shall, within five (5) days provide the requested information.

An employee affected by the procedure set forth in Article 11.03(b) shall, upon request, be afforded Union representation when meeting with the Employer at a mutually agreeable time.

11.04 Calculation of Seniority – Permanent Employees

(a) When a permanent employee has completed her probationary period, her permanent seniority shall date back to the date on which her permanent employment began. An employee's accumulated seniority shall be her service in casual employment and permanent employment.

(b) The seniority of permanent employees employed previous to July 1st, 2003 will be recognized as their accumulated seniority and from then on will accumulate seniority as per 11.04 (a) above.

11.05 Calculation of Seniority – Casual Employees

Seniority for casual employees shall be calculated on a daily basis *us follows*:

During each calendar year, at any given point of time the total of her wages (excluding overtime pay) shall be divided by her hourly rate to produce the number of hours worked. The figure so arrived at will be divided by 7 1/4 to produce the number of working days represented by such total number of hours. For greater clarification 252 working days shall constitute one year's seniority. For service after July 1, 2007, 260 days shall constitute one year's seniority.

11.06 Probationary Period - Permanent and Casual Employees

(a) Probationary Period - Permanent Employees

Permanent employees shall be considered probationary during the first ninety (90) work days of employment as a permanent employee. After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding number of days.

During such probationary period the decision of the Employer as to work assignments of the employee concerned shall be governed by the provisions of the Collective Agreement. During such probationary period the decision of the Employer as to lay-off of the employee concerned shall be governed by the provisions of Article 13.01 of the Collective Agreement.

(b) Probationary Period - Casual Employees

Casual employees shall be considered probationary during the first ninety (90) days of employment after attaining employee status as set forth in Article 22.01(d). After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding number of days. In the event a casual employee after completion of her probation period obtains a permanent position, the provisions of Article 12.03(b) shall apply. During such probationary period, the decision of the Employer as to work assignments of the employee concerned shall be governed by the provisions of the Collective Agreement.

11.07 Work Assignments of a Casual Nature

(a) All casual employment of a casual nature of one (1) month duration or longer shall be afforded to the senior laid off permanent employees on complete lay-off before it is offered to any casual employee, provided the employee has the minimum qualifications to do the job and providing such employee has indicated in writing her willingness to accept such work assignment.

(b) The preference referred to in (a) shall only be for an 18 month duration from date of lay-off. After the eighteen (18) month period of lay-off, the employee's accumulated seniority shall be compared to other casual employees for any purposes where seniority applies.

(c) All work assignments (27 hours or more) of a casual or temporary nature which:

(i) the Employer has determined will have an anticipated duration of three (3) months or longer, or

(ii) of a duration of three (3) months that are anticipated to continue for a minimum of one (1) month longer,

shall be offered to employees in the District, by order of their seniority, provided such employees have indicated in writing their willingness to accept such work assignments and providing that these employees have the ability to do the job, The second (2nd) position vacated as a result of filling such a work assignment may be filled at the discretion of the Employer.

Should each part-time employee refuse the work assignment, it shall be offered to the senior casual employee who has the ability to do the job.

(d) A School District procedure mutually agreed upon by the Parties concerning work assignments of a casual nature shall apply in lieu of 11.07(a) and (c) above.

(e) The Sub Local President will be notified in writing of all such temporary or casual assignments.

11.08 Loss of Seniority

(a) An employee will lose any acquired seniority and may only be re-emuloved as a new employee:

(i) if she was employed as a casual employee and has not worked during a period of more than eighteen (18) consecutive months:

(ii) if she was laid off or has voluntarily left the employ of the District for a continuous period of more than eighteen (18) months; or

(iii) if she is discharged for just cause and is not reinstated;

(b) An employee will retain and continue to accumulate seniority:

(i) if she is on an approved leave of absence under Article 20, except unpaid general leave under Article 20.12;

(ii) if she is absent from work while in receipt of benefits under clause 27.01 (Workers' Compensation); or

(iii) if she is absent from work while on paid or unpaid leave due to sickness, illness, injury or disability, including sick leave, Sick Bank benefits, medical E.I. benefits, medical C.P.P. benefits or L.T.D. benefits;

(c) An employee will retain her seniority but will not accumulate seniority if she is granted unpaid general leave under Article 20.12, for two (2) months or over. other than Union matters, Employees on leave of absence for Union matters and for unpaid general leave under Article 20.12 for under two (2) months will retain and continue to accumulate seniority during such periods.

(d) An employee who is on strike or is suspended for just cause will not accumulate seniority during that period.

11.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred or promoted to a position outside the Bargaining Unit without the employee's consent. Where an employee is voluntarily transferred or promoted outside the Bargaining Unit, she shall retain her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to her position in the Bargaining Unit within fifteen (15) calendar days.

The Employer will not be obliged to post vacancies created by Article 11.09 until the fifteen (15) calendar day period has expired.

Such return shall not result in the lay-off or bumping of another employee.

11.10 Seniority Protection on Merger or Amalgamation

In the event that School Districts should merge, amalgamate, combine or eliminate any of their operations or functions, or should a new School District be established, the Employer agrees to the retention of seniority rights for all employees.

11.11 A permanent employee may use her seniority rights to bid on a posted vacancy within the District she is employed or a District adjacent to the District in which she is employed. However, the seniority of permanent employees employed within the District where the posted vacancy exists shall prevail over the seniority of the applicant from the adjacent district. Where the permanent employee from an adjacent District is successful under Article 12.02, she shall have seniority portability to the adjacent District and such seniority shall form part of her cumulative seniority. There shall be no requirement to post a vacant position in any other District other than the District in which the position is located.

11.12 Student Attendants or Educational Assistants who came into the Bargaining Unit before the *Auxiliary Classes Act* was repealed (April 1, 1987) will be credited with all seniority for time worked under the provisions of that Act up to the time they came into the Bargaining Unit.

ARTICLE 12 - VACANCIES

12.01 (a) Job Postings

When a vacancy occurs within the Bargaining Unit, or the creation of a new position within the Bargaining Unit is established, such position shall be posted with complete information within ten (10) working days. Such notice shall be posted for a minimum of ten (10) working days on bulletin boards in all buildings out of which employees work and a copy of the Notice shall be sent to the Sub-Local and all employees on complete lay-off.

Where operational requirements permit, no outside advertisements for additional employees shall be made until ten (10) working days posting has expired.

(b) Information on Postings

Such notice shall contain the following information:

- (1) Duties of the position

- (2) Essential and desired qualifications (as per classification specifications)
- (3) Work location, shift and hours of work
- (4) Wage or salary rate.

(c) During the term of this Agreement, an employee who wishes to be informed of any posting under 12.01 of the Agreement during the period that schools are closed for any break, shall provide the Employer an electronic mail address or a self-addressed envelope which the Employer shall use to send a copy of such posting(s) to her. The onus is on the employee to replace the envelope, if she so wishes, once she has received a copy of posting(s) or in the case of a change of address.

12.02 Role of Seniority in Filling Job Postings

(a) In filling job vacancies and new positions, appointment shall be awarded within ten (10) working days from the closing of posting to the senior applicant, provided she is able to perform the job. The job shall be filled within seven (7) calendar days of appointment. For further clarification, an applicant is considered to be able to perform the job if she currently holds or is laid-off from a position of the same classification for which she is applying.

(b) Within seven (7) calendar days of appointment to a vacant position, the successful applicant shall be informed and her name shall be posted on all appropriate bulletin boards. Such appointment shall be confirmed to the applicant in writing within seven (7) calendar days after the initial notification.

12.03 Trial Period

(a) Trial Period - Promotion or Change of Classification

1. Where an employee is promoted or changes classification within the Bargaining Unit she shall have a trial period of up to thirty (30) work days. For greater clarification, only days actually worked in the position may be considered for the purpose of completing a trial period. Subject to the mutual agreement of the School District and the Sub-Local, such trial period may be extended for as a reasonable period; and if

(i) such employee is not confirmed by the Employer in the new position within such thirty (30) work day period, or

(ii) subject to (i) above, such employee does not wish to complete the trial period;

she shall revert to her former position and other employees shall revert as may be necessary. When the employee reverts back within her trial period, the vacancy shall be filled from the original list of applicants.

2. The Employer shall not be required to post vacancies created by such promotion until such trial period is completed or until such employee has been confirmed in the new position.

(b) Trial Period - Casual Employees who Acquire a Permanent Position

A casual employee who has completed her probationary period set forth in Clause 11.06(b) and who acquires a permanent position shall be subject to a trial period of up to thirty (30) work days, and shall not be subject to a second probationary period. Should such employee not be confirmed in her new position within such trial period she shall revert to her former status.

(c) The trial period specified in (a) and (b) above is not to be considered as a training period for such employees.

12.04 Promotions Requiring Higher Qualifications

Consideration for promotion shall be given to the senior applicant who does not possess the required qualifications but is presently obtaining such qualifications prior to filling the vacancy. At the discretion of the Employer, such an employee may be given a trial period to qualify within a reasonable length of time and will revert to her former position if the required qualifications are not met within such time.

12.05 Accommodation of Employees

The Employer will attempt to provide, where possible, alternate suitable employment for an employee who is unable, through disability or advancing years, to perform her normal duties, provided such alternate employment is available and such employee shall not displace an employee with more seniority.

ARTICLE 13 - LAY-OFF

13.01 Definition

A lay-off for the purpose of this Agreement shall be defined as the elimination or reduction in a permanent employee's regular hours of work. The application of all lay-off provisions shall be restricted to the School District in which the lay-off occurs. The provisions of Article 13 shall not apply to casual or probationary employees.

13.02 Lay-Off Procedure

In case of lay-off, the employee with the feast seniority in the classification within the School, School District Office or Institution affected will be laid off.

13.03 Notice ofLay-Off

(a) Except as provided under Article 13.04, the Employer (School District) will notify in writing employees who are to be laid off at least two (2) weeks before the lay-off is to be effective. If the employee laid off has not had the opportunity to work her normal scheduled work days during the term of notice, she shall be paid in lieu thereof for such days.

(b) The provisions of 13.03 (a) shall not apply to an employee who may be bumped and/or laid off duc to another employee exercising her rights under Article 13.

13.04 Employees Engaged for the Year Except Summer, Christmas and March Break

The Employer shall not be required to provide a lay-off notice, other than the separation certificate, to employees described above prior to those three unpaid separations. However, such employees shall be provided, prior to their separation for the summer break, with a letter from the School District indicating their probable:

- (i) reporting date for work and work location for the next school year
- (ii) regular hours of work, and
- (iii) period of unpaid separation for the next Christmas, March and Summer Break.

13.05 Bumping Procedure

(a) A School Library Worker, School Administrative Assistant or School Clerk, when laid off, shall be entitled to claim the position of any other School Library Worker, School Administrative Assistant or School Clerk in the District subject to the conditions in paragraph (d).

(b) A Student Attendant, Educational Assistant or School Intervention Worker, when laid-off, shall be entitled to claim the position of any other Student Attendant, Educational Assistant or School Intervention Worker in the District subject to the conditions in paragraph (d).

(c) A District Administrative Support employee, when laid-off, shall be entitled to claim the position of any other District Administrative Support employee, subject to the conditions of paragraph (d).

(d) Conditions:

The bumping procedure referred to in paragraphs 13.05(a), (b) and (c) above is subject to the following conditions:

- (i) that such other job is held by an employee with less seniority;
- (ii) that the employee claiming the position has the ability to perform the work;
- (iii) before claiming the position of School Intervention Worker, the employee claiming the position must possess the required qualifications for that classification;
- (iv) the bumping procedure above shall be limited to a maximum of three (3) bumps and no lay-off notice will be required for those employees who may be bumped. All bumps must be completed during the original lay-off notice period. For greater clarification it is agreed the third bump shall affect the most junior employee in the School District, subject to the provisions of (ii) and (iii) above:
- (v) An employee who has claimed the position of another employee in accordance with Article 13.05 (i), (ii) and (iii) above shall be given a familiarization and evaluation period not to exceed two (2) weeks.
- (vi) A School District policy mutually agreed upon by the Parties concerning the bumping procedure shall apply in lieu of Article 13.05 (d) (i), (ii), (iii), (iv) and (v) above.

13.06 Job Opportunities for Laid Off Employees

No new employee shall be hired in a School District until those on lay-off for less than eighteen (18) consecutive months have been given an opportunity for a job vacancy under Article 12 and 13.10 (b).

13.07 Retention of Seniority on Lay-off

In the event an employee is laid off she will not lose her seniority rights for eighteen (18) months from date of lay-off.

13.08 Benefits During Lay-off and Unpaid Separation

The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Blue Cross for employees who are laid off (not working) for the remainder of the month of lay-off and the month following. If an employee is separated as per 13.04 in the month of June, the Employer agrees to pay the Employer's share of these plans for the months of June, July and August.

13.09 (a) Where it has been determined that a student or students require less assistance and where that decision would result in a reduction or in the elimination of the hours of work of a Student Attendant or a Educational Assistant or School Intervention Worker the Employer may assign the employee other duties to ensure that there will be no reduction in the assigned hours of work.

(b) Where the Employer does not exercise the option in (a) and the employee suffers a reduction or an elimination of the assigned hours the employee will be considered to be in lay-off status.

(c) Where a delicate relationship between an employee and a special needs student is deemed consequential to the well being of the special needs student by a team of student services professionals, the employee shall not be subject to be bumped. Where such delicate relationships exist, the Employer agrees to meet with the Sub-Local President two (2) weeks prior to staffing for the next school year to inform her of the rationale for such delicate relationships. Two weeks prior to the end of classes for each school year, the Sub-Local President shall be informed, in writing, where such delicate relationships exist.

13.10 (a) In the event of a lay-off, work assignments of a casual or temporary nature shall be offered in accordance with Article 11.07 of this Collective Agreement.

(b) For a period of eighteen (18) months from lay-off the laid off employee shall be notified of all job postings.

13.11 An employee affected by the bumping procedures set forth in Article 13.05 shall, upon request, be afforded Union representation when meeting with the Employer at a mutually agreeable time.

ARTICLE 14 - HOURS OF WORK

14.01 (a) Weekly Hours of Work

The regular workweek for employees covered by this Agreement will be thirty-six and one-quarter (36 1/4) hours consisting of a five-day week, seven and one-quarter (7 1/4) hours per day as per schedule approved by the responsible officer, Monday to Friday, inclusive.

(b) Flexible Work Week

Upon written request and approval of the Director of Human Resources employees may be allowed a flexible schedule of work hours from July 1 to August 31. For clarification, flexible schedule of work hours may include a compressed work week.

(c) Where an employee is requested to work additional hours beyond her regularly scheduled work day or work week, she may request in writing time off in lieu of pay. Where time off in lieu of pay has been approved by her immediate supervisor, it shall be taken at a time mutually agreeable to the employee and the employer. Such accumulation shall be taken as leave or paid to the employee during the school Year in which it was accumulated.

14.02 No Guarantee

This Article is intended to define the regular hours of work where applicable, and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week.

14.03 Clerical Assistance

The ratio of clerical assistance to teachers referred to in the Collective Agreement between Board of Management and the New Brunswick Teachers' Federation will not be considered as a maximum to determine the number of clerical assistants to be assigned to a School District.

14.04 Employment Stabilization

In order of seniority, an employee shall, where operational scheduling permits and there is no extra cost to the Employer, subject to Articles 11 and 12, be allowed a work schedule to maximize her working hours to a total of 7 1/4 hours per day and 36 1/4 hours per week.

14.05 Rest Periods

Each full-time employee may take two fifteen (15) minute breaks each day at the time approved by the responsible officer designated by the Employer.

Part-time and casual employees will be allowed one fifteen (15) minute break during each three consecutive hours worked. Notwithstanding, part-time and casual employees will be allowed a minimum of one fifteen (15) minute break each day, provided that the employee is scheduled for 3 or more hours on that day. The maximum breaks in any given day worked will be two (2).

Rest periods will normally be scheduled at times other than at the start or end of their schedule.

14.06 Union Meeting

An employee on a shift which would normally preclude attendance at union meetings shall be allowed to commence work earlier, or take unpaid leave, for *the* purpose of attending a union meeting provided she has so notified her designated supervisor prior to the shift affected.

ARTICLE 15 - OVERTIME

15.01 **All** work performed by employees covered by this Agreement, in excess of their regular workweek of thirty-six and one-quarter (36 1/4) hours per week or in excess of their regular work day as defined in clause 14.01 of Article 14 (Hours of Work), shall be paid for at the rate of time and one-half (1-1/2) the employee's regular hourly rate or by granting one and one-half (1-1/2) time off. Time and one-half (1-1/2) compensation or time and one-half (1-1/2) off shall be the choice of the employee. If the employee elects time off, such time off shall be at a time mutually agreed to by the employee and the Employer. Where time off cannot be mutually agreed to within four (4) months the overtime shall be paid.

15.02 Employees entitled to be paid overtime under Article 15.01 above who are called back to work before or after her regular working day shall be paid at one and one-half (1-1/2) times her regular hourly rate for the first four (4) hours worked and double time for any hours in excess of four (4) hours, but in any event she shall be guaranteed a minimum of four (4) hours pay at her regular straight time hourly rate, whether work is available or not.

15.03 Where operational requirements permit, overtime and call back time shall be divided equally among the employees in the appropriate classification.

15.04 **All** overtime shall be authorized in advance by the responsible officer designated by the Employer

15.05 Overtime Not Claimed

Compensation for overtime worked shall not be claimed for a period of extra duty at the end of a shift of fifteen (15) minutes or less. Where overtime in excess of fifteen (15) minutes is worked at the end of a shift, the initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime.

15.06 There shall be no regular overtime scheduled while there are laid off employees regularly available and able to perform the work. it is understood this will not preclude the Employer from assigning overtime on an incidental or emergency basis.

15.07 Payment for or Supply of Meals

An employee required to work more than four (4) consecutive hours overtime shall be provided with a meal or an allowance in accordance with the Board of Management Directive covering same.

ARTICLE 16 - TECHNOLOGICAL CHANGE

16.01 Technological change means the introduction of equipment or material of a different technical 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 or material.

16.02 The Employer shall provide at least thirty (30) calendar days' notice to the Union and the employee where the introduction of technological change will require the obtaining of new or greater skills than are needed by the employee to perform her duties under current methods of operation.

16.03 The notice referred to in Article 16.02 shall be given in writing and shall contain the following:

- (a) the nature of the technological change;
- (b) the anticipated date on which the Employer proposed to effect the change;
- (c) the anticipated number, classification and location of employees affected.

16.04 The Parties agree that the Local Labour-Management Committees are an appropriate forum for discussions in the implementation of technological change.

16.05 An employee given notice under Article 16.02 will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer, and where possible will be conducted during regular office hours (8:30 a.m. - 5:00 p.m.). The employee shall not suffer a reduction in pay or benefits during such training period. The Parties agree that the nature, extent and intensity of the training period required will vary in relation to the particular technological change introduced.

16.06 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. In the event that the employee is unable or unwilling to acquire sufficient competence, or no other position is available, the provisions of Article 13 (Lay-off) shall apply.

16.07 If an employee's position is rendered redundant as a result of technological change, the provisions of Article 13 (Lay-off) shall apply.

16.08 Where a School District offers a training or a workshop program on the operation of machines or office equipment used by members of the bargaining unit, employees whom the School District has determined are directly affected shall be given priority in order of seniority for such training and/or workshop.

ARTICLE 17 - HOLIDAYS

17.01 (a) Paid Holidays

All employees covered by this Agreement are to have the following holidays off without loss of pay provided such holidays occur on a regular working day:

New Year's Day;
Good Friday;
Easter Monday;
Victoria Day;
Canada Day;
New Brunswick Day;
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day; or

any other day proclaimed by the Federal, Provincial, Municipal, or Civil Government to be celebrated in lieu thereof.

In scheduling part-time employees, the Employer will not change an employee's normal days of work within any scheduled week of work because such a day(s) falls on a holiday listed above.

(b) Where an employee is normally scheduled to work on December 24 and/or December 31, she shall receive her last four (4) working hours off with pay. However, where an employee is not scheduled to work December 24 and where December 25 falls on a Sunday or Monday an employee scheduled to work on the Friday before December 25 shall receive one half(1/2) of her normal hours of work off with pay on that Friday. Where due to operational requirements, it is not possible to provide these hours off, an employee shall be provided these hours off at a later date determined through mutual agreement between the Employer and employee in lieu thereof.

17.02 Pay for Work on a Holiday

Any employee required to work on any of the above-mentioned holidays shall be paid for the time so worked at the applicable overtime rate, in addition to that day's pay.

17.03 Compensation for Holiday Falling on Scheduled Day Off

(1) Subject to subsection (2) and (3), where a holiday falls on a day that is a day of rest for an employee, that employee is entitled to leave of absence with pay on another working day immediately following the holiday.

(2) Where an employee is required to perform the duties of her position on this working day immediately following a holiday that coincides with a day of rest, the employee shall be granted leave of absence with pay on such other working day as mutually agreed.

(3) This Article shall not apply to an employee during any period she is on leave of absence without pay, absent without leave, or under suspension.

ARTICLE 18 - VACATION

18.01 Length of Vacation - Employees Engaged for 12 Months

The vacation year will be from July 1 to June 30 of each year. All employees who are engaged for twelve (12) months of the year, other than casuals, shall receive an annual vacation with pay in accordance with their years of employment as follows:

(a) less than one (1) calendar year shall be entitled to vacation with pay at her regular rate calculated on the basis of one and one-quarter (1-1/4) days per calendar month of continuous service completed to June 30 of any year;

(b) one (1) calendar year but less than eight (8) calendar years shall be entitled to a vacation of three (3) weeks with pay at her regular rate;

(c) eight (8) calendar years but less than twenty (20) calendar years shall be entitled to a vacation of four (4) weeks with pay at her regular rate.

(d) twenty (20) calendar years or more shall be entitled to a vacation of five (5) weeks with pay at her regular rate.

Where an employee's employment is severed or she is absent for a continuous period of eighteen (18) months or more, she shall lose any and all vacation entitlements.

Employees shall receive their full vacation entitlement, i.e., 3 weeks, 4 weeks, 5 weeks, unless:

(a) they do not work any time during the vacation year;

- (b) for periods of lay-off in excess of fifteen (15) consecutive calendar days;
- (c) on maternity leave;
- (d) approved leave ~~of~~ absence without pay over 15 calendar days:

in which cases shall reduce the full vacation entitlement on a pro-rated basis ~~of~~ 1/12 for each full calendar month of absence. For greater clarification, leaves of absence for Union business, excluding a leave of absence under 20.09(a), shall not reduce the full vacation entitlement.

For the purpose of Article 18.01, a year is twelve (12) months from an employee's date of hiring. i.e., where an employee is hired September 1, 1970, she would be entitled as of September 1, 1978, to a vacation of four weeks with pay at her regular rate for that vacation year.

18.02 Length of Vacation - Employees Not Engaged for 12 Months

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

- (a) if she has less than one (1) calendar year's service, vacation pay at the rate of one and one-quarter (1 1/4) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30;
- (b) if she 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 (1-1/4) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of fifteen days;
- (c) if she 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 her 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 she 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 her 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.

Where an employee's employment is severed or she is absent for a continuous period of eighteen (18) months or more, she shall lose any and all vacation entitlements.

The only calendar month (January, February, etc.) an employee does not receive full vacation entitlement. i.e. 1 1/4, 1 2/3, or 2 1/12 is for calendar months or portions thereof which an employee is laid off in excess of fifteen (15) consecutive calendar days, on maternity leave, or approved leave ~~of~~ absence without pay over 15 calendar days. For greater clarification leaves of absence for Union business, excluding a leave of absence under 20.09 (a), shall not reduce the full vacation entitlement. The Parties agree that employees will not be entitled to vacation entitlement during the separation period during the summer.

If the 8th or 20th anniversary of the employee falls before the 16th of the calendar month she shall receive the higher vacation entitlement at the end of that month.

If the 8th or 20th anniversary of the employee falls after the 15th of the calendar month she shall receive the higher vacation entitlement at the end of the following month.

For the purpose of Article 18.02 a year's service is twelve (12) calendar months from employee's date of hiring.

For the purpose of both 18.01 and 18.02:

The sentence, "...she is absent for a period of eighteen (18) months or more she shall lose any and all vacation entitlements" only applies to continuous lay-off for eighteen (18) months.

18.03 Computing Vacation

For the purpose of computing vacation qualifications, credit shall be given:

(a) for the days on which the employee is on vacation and approved leave of absence for union business excluding a leave of absence under 20.09 (a);

(b) for periods of leave of absence with pay granted pursuant to the provisions of this Agreement;

(c) for days on which the employee is on sick leave authorized by this Agreement; and

(d) for days on which the employee is absent from work while receiving Workers' Compensation Benefits.

18.04 Holiday During Vacation

If one of the holidays referred to in Article 17.01 hereof falls or is observed on a normal working day during an employee's vacation, she shall be granted an additional day's vacation on the first succeeding normal working day for such holiday, in addition to her regular vacation time.

18.05 Vacation Pay on Termination

An employee whose employment is terminated for any reason shall be paid, at the same time as her final pay cheque, any vacation pay which may have accrued to her benefit at the rate set out in Article 18.01 or 18.02.

18.06 Vacation Scheduling

Prior to April 30 of each year, employees entitled to vacations under 18.01 shall indicate in writing to their Employer their vacation preference.

The Employer shall post an approved vacation schedule by May 31 of each year and such schedule shall not be changed except through mutual consent.

The vacation schedule 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 preference of the employee.

18.07 Banking Vacation Credits

An employee entitled to three (3) weeks vacation or more shall be entitled to bank up to a maximum of ten (10) working days annual vacation. The maximum number of days which an employee can accumulate in the vacation bank shall not exceed twenty (20) days. The banked vacation shall be taken within any of the following five (5) vacation years at the rate of pay prevailing when the vacation is taken.

18.08 Vacation Pay for Casual Employees

The casual employee shall not be entitled to vacation but shall be paid vacation pay at the rate specified in the *Employment Standards Act* of the Province of New Brunswick. Except on termination of employment or appointment to a permanent position, vacation pay for a casual employee shall be paid during July of each year. On the appointment to a permanent position the casual shall receive 4% of her earnings or the *Employment Standards Act* entitlement whichever is greater, of all earnings from June 30th to date of receiving permanent position. Casual

employment shall not be included in any vacation entitlement or calculation under 18.01 or 18.02. Article 18 shall not be used for any purpose or reference under Article 11.

18.09 Bereavement during vacation

Where an employee is granted bereavement leave under 20.01 of the contract while on vacation, she shall be reinstated with those vacation credits substituted by the application of the bereavement leave entitlement. The scheduling of these reinstated vacation credits shall be subject to the provisions of 18.06 (Vacation Scheduling) of the contract.

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

Sick Leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick or disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the *Workers' Compensation Act*.

19.02 Amount of Sick Leave

(a) Full-time Employees - Full-time employees shall accumulate sick pay credits at the rate of one and a half (1-1/2) days per month for each calendar month of service up to a maximum credit of 240 days. The Parties agree that full-time employees will not accumulate sick leave credits during the separation period during July and August.

(b) Part-time Employees

(1) Part-time employees who regularly work every working day shall accumulate sick pay credits in the same manner as full-time employees and their sick pay per day shall be the normal daily wages which they receive.

(2) Part-time employees who do not work every working day shall accumulate sick pay credits at the rate of one and one-half (1-1/2) days for each twenty (20) working days of service up to a maximum credit of 150 days and their sick pay per day shall be the normal daily wages which they receive.

(3) Subject to 19.02 (b) (2), casual employees with seniority shall accumulate sick pay credits.

19.03 Computation of Sick Leave

(a) Employment on or after July 1968 - A present employee whose employment with the School District or the School District's predecessor began on or after July 1, 1968, shall accumulate sick pay credits in accordance with 19.02 (a) or (b), whichever is applicable, from the date her continuous employment began.

(b) Employment Prior to July 1968 - A present employee who was continuously employed by a School District or a predecessor School District from a date prior to July 1, 1968, shall be credited with one-half (1/2) the sick pay credits which Article 19.02 (a) or (b) would have entitled her to if it had always been in force for the period of her continuous employment with the School District or its predecessor up to and including June 30, 1968, and sick pay credits calculated in accordance with Article 19.02 (a) or (b) for the period of her continuous employment thereafter.

(c) Future Employees - Future employees shall accumulate sick pay credits in accordance with Article 19.02 (a) or (b), whichever is applicable.

19.04 Deductions from Sick Leave

A deduction shall be made from accumulated sick pay credits of all normal working days (exclusive of holidays) absent for sick leave as defined in Article 19.02. Absence on account of illness for less than one-half (1/2) day may be deducted as one-half (1/2) day; absence for more than a half day but less than a full day may be deducted as a full day.

19.05 Medical Certificates

(a) The Employer may require an employee to submit a certificate signed by a medical doctor or nurse practitioner for a period of sick leave in excess of three (3) consecutive days, or for any period when the employee has used ten (10) days of sick leave (made up of two (2) consecutive days or less) in twelve (12) consecutive months. If such a certificate is required, it shall be asked for during the illness but an employee may be notified in advance, on an individual basis, that such a certificate will be required in the future. An employee may be required to sign a sick leave form, confirming the absence and the date(s) for any period of illness.

(b) Any request for sick leave may be investigated by the School District and the Parties agree that abuse of sick leave may result in disciplinary action.

19.06 Proof of Illness

An employee who is absent from work on account of sickness who wishes to use her sick pay credits for such absence must notify her immediate superior of her absence as soon as possible. Within five (5) days of returning to work, the employee shall notify the Employer of the number of days absent on the appropriate form if required.

19.07 Extension of Sick Leave

Unless an employee otherwise requests in writing, an employee who has used up her sick leave credits shall be granted advanced sick leave with pay for a period up to fifteen (15) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.08 Payback for Unrecovered Sick Leave

An employee who has been granted advanced sick leave under clause 19.07 above shall, upon ceasing to be an employee, compensate the Employer for advanced sick leave granted which has not been recovered, and the amount of the compensation shall be calculated at the employee's daily rate of compensation at the time she ceased to be an employee.

19.09 Illness during Vacation

Any employee who, while on annual vacation, becomes ill may use sick leave credits rather than lose any portion of vacation. In such cases, where sick leave is claimed, proof of illness must be supplied.

19.10 Sick Leave Bank

The Parties agree to Appendix (Sick Leave Bank).

ARTICLE 20 - LEAVE OF ABSENCE

20.01 Bereavement Leave

(a) An employee with seniority shall be granted bereavement leave in the event of the death of the employee's parent, spouse, common-law partner, same sex partner, persons in loco parentis, child, brother, sister, grandchild, without loss of regular pay for seven (7) consecutive calendar days, one of which must be the day of the

funeral, 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 with seniority shall be granted bereavement leave in the event of the death of the employee's common-law child, step-child, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, or brother-in-law, step-parent without loss of regular pay for five (5) consecutive calendar days, one of which must be the day of the funeral, 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 with seniority shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece or nephew without loss of regular pay for two (2) consecutive calendar days, one of which must be the day of the funeral, provided pay shall not be given for any of such days which falls on a holiday or which does not fall on a regular working day.

(d) An employee with seniority shall be granted one (1) day bereavement leave which must be the day of the funeral without loss of regular pay in the event of the death of a relative living in the employee's household. Such a relative shall include a person related by marriage, adoption or common-law.

(e) If the burial does not immediately follow the funeral, the employee may request in writing to use one of the days of leave without loss of regular pay available under 20.01(a), (b), (c) or (d) above at a later date to attend the burial.

20.02 Pallbearer Leave

One (1) day's leave, which includes travel time if any, at the regular wage shall be granted to an employee to attend a funeral as a pallbearer.

20.03 Jury Duty

An employee who is summoned for jury duty or summoned as a court witness shall be paid the difference between the jury or witness fee and her regular day's pay. Such difference shall not be paid unless the employee produces a certificate of attendance for jury or witness duty on the day concerned. If an employee is required to report on any day for jury or witness duty but is not required to serve for the entire day, such employee shall then report for work.

20.04 Meeting with Employer

Where the Employer requires an employee to leave her job temporarily in order to meet with the Employer, such employee shall not suffer any loss of pay for the time she is temporarily absent from her job at the Employer's request.

20.05 Examination Leave

Where the School District requires an employee to write examinations to assess the qualifications of the employee and the employee is required to be away from her job in order to write the examinations, the employee shall not suffer any loss of pay or seniority for time absent from the job to write the examinations. The Employer shall provide at least forty-eight (48) hours notice prior to such examination.

20.06 Educational Leave

Upon request an employee may be granted educational leave without pay. Such leave will not be unreasonably withheld.

20.07 (a) Maternity Leave

(i) In case of pregnancy, an employee shall be granted upon request an unpaid maternity leave of up to seventeen (17) weeks without pay, commencing at any time from a day eleven weeks before the specified date of delivery to the day of actual delivery. The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties.

(ii) An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work and shall be placed in her previously held classification at her work location at a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave. If the employee's previously held position has been affected by lay-off, the provisions of Article 13 shall apply.

(iii) Supplementary Unemployment Benefit – An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

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

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the employee's regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and
- (b) payments equivalent to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75 %) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been earned during this period.

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

(vi) An applicant under Article 20.07(a)(iv) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months, the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

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

(viii) The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Article 20.07(a)(i).

(ix) During the period of up to seventeen (17) weeks only specified in 20.07(a)(i), an employee continues to earn seniority and continuous service credits. An employee maintains but does not accrue sick leave or vacation leave credits. Periods of less than one (1) month shall not be counted in this calculation.

(x) When an employee on maternity leave wishes to return earlier than provided for under 20.07(a)(i), she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

(b) Child Care Leave

The Employer shall, upon her request, grant an employee:

- (i) Who is the natural parent of a newborn or unborn child, or
- (ii) Who is adopting or has adopted a child, a leave of absence without pay of thirty-seven (37) consecutive weeks or such a shorter period as the employee requests so as to enable the employee to care for the child

An employee who is or will be a natural parent intending to take this childcare leave shall

- (iii) Provide the Employer with a medical doctor's certificate specifying the probable date of delivery or the date upon which the birth has occurred and,
- (iv) In absence of an emergency, give four (4) weeks written notice to the Employer of the commencement date and duration of the leave.

An employee who is a parent of the newborn, other than the birth mother, shall be granted three (3) days leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of the child.

While on child care leave, an employee shall retain her full employment status and continue to accumulate seniority.

An employee who is an adoptive parent intending to take this leave shall:

- (v) Provide the Employer with the proof that a child has been or will be placed with the employee for the purpose of adoption,
- (vi) Notify the Employer of the commencement date and duration of the leave on being made aware of the date of placement with the employee for adoption, and
- (vii) In the absence of an emergency, give four (4) months notice to the Employer before the anticipated day on which a child will come into the employee's care and custody in the case of private adoption or upon approval in accordance with the *Family Services Act* as a prospective adopting parent.

Where a natural mother intends to take a child care leave in addition to a maternity leave, except if the newborn is hospitalized when an employee's maternity leave expires, the employee is required to commence the child care leave immediately on expiration of the maternity leave unless the Employer and the employee otherwise agree.

The child care leave may be taken by either natural or adoptive parents. Where both parents are employees it may be shared by the child's parent's but the leave is only thirty-seven (37) weeks in TOTAL, regardless of how it is divided, and it must be taken in a consecutive manner.

The combined maternity leave of seventeen (17) weeks and child care leave thirty-seven (37) weeks taken by one or both parents cannot total more than fifty-two (52) weeks after that date.

Child care leave shall begin not earlier than the date on which the newborn or adopted child came into the care and custody of the employee and end not later than fifty-two (52) weeks after that date.

"Child" means, - a person under the age of nineteen.

Employers shall not dismiss, suspend or lay off an employee during the leave for reasons arising from the leave alone.

Employers shall permit the employee, upon the end of the leave, to resume work in the position held immediately before the beginning of the leave or an equivalent position with no decrease in pay.

20.08 Union Leave

(a) Union Business

The Employer shall grant leave of absence with pay for Union business upon written notification from the employee. Such notification shall be provided to the Employer within a reasonable period of time prior to the commencement of the leave and no greater than seven (7) employees from a School District may be absent under this clause on any given work day. The Local Union shall reimburse the Employer for all wages paid to an employee under this clause plus an additional 15.6% of the wages paid. Where an employee is granted leave under this clause for the purpose of attendance at an adjudication hearing, the Local Union shall reimburse the Employer for the wages paid and will not be subject to the additional 15.6% unless the employee is absent for more than five (5) consecutive work days.

(b) Negotiating Committee

The Employer shall grant leave of absence with pay to all employees on the Provincial Negotiating Committee, limited to seven (7) employees for each School District at a time, for all negotiation-related activities, including preparation for negotiations and educational opportunities, upon written notification from the employee. Such notification shall be provided to the Employer within a reasonable period of time prior to the commencement of the leave. The period of time that such leave may be taken shall start from one (1) year prior to the expiration of the Collective Agreement. The Union shall reimburse the Employer for wages paid for such leave of absence, and shall not be subject to the additional 15.6%.

(c) -Conventions and Education Seminars

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay to not more than five (5) employees for each School District at the same time, designated by the Union for the purpose of attending labour conventions or education seminars, provided that the Union shall have requested such leave of absence at least two weeks prior to the proposed leave. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union, and shall not be subject to the additional 15.6%. This leave shall not be unreasonably withheld.

(d) CUPE 2745 Annual General Meeting

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay up to one (1) day annually to not more than ten (10) employees, except where there is more than one Sub-Local in which case the maximum is twenty (20) employees for each School District at the same time, designated by the Union to attend the annual meeting of CUPE 2745, provided the Union shall have requested such leave of absence at least two weeks prior to the proposed leave. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union, and shall not be subject to the additional 15.6%. This leave shall not be unreasonably withheld.

20.09 Union Staff Positions and Public Office

A permanent employee who is elected or selected for a staff¹ position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay by the Employer, without loss of seniority, for a period up to one year. Such leave shall be applied for to the Employer each subsequent year and shall not be unreasonably denied.

20.10 Grievance and Adjudication Pay Provisions

The grievor and the Provincial President or her designate shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

20.11 Medical Care Leave

Leave of absence with pay may be granted for an employee's pre-scheduled medical or dental appointments, provided the employee has made every effort to arrange such appointment outside her normal working hours. Such leave shall not be unreasonably requested or unreasonably withheld.

20.12 General Leave

The Employer may grant leave of absence with or without pay.

20.13 Emergency Leave

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;
- (ii) where circumstances not directly attributable to the employee prevent her from reporting for duty; or
- (iii) under such other circumstances as the Employer may approve.

Such leave shall not be unreasonably withheld.

20.14 Road Conditions, Storm Days and Workplace Closures

(a) An employee prevented from reporting to work because of hazardous road conditions caused by weather conditions will not be required to report to her work place or any other work place during the period of hazardous conditions and shall not suffer any loss of pay and not be required to make up the time on account of such absence.

(b) Days during which a school or workplace is closed due to inclement weather or for reasons of public health and safety. employees in that school or workplace are not required to be in attendance either at that school or any other workplace and shall not suffer any loss of pay nor be required to make up the time on account of such absence. It is understood that employees may be required to report to another school or workplace when circumstances have necessitated the transfer of students to another school or workplace. This provision will remain in effect only for such time that teachers are not required to report to work under the provisions of Article 16 of the Agreement between Board of Management and the New Brunswick Teachers' Federation.

(c) When a school has been closed during an employee's work day due to weather conditions such an employee shall be entitled to leave her workplace without loss of pay after consultation with her immediate supervisor. Such right to leave shall not be unreasonably withheld.

20.15 Professional Development

(a) The Parties agree that a Professional Development Sub-Committee of the Provincial Labour-Management Committee shall be established to develop guidelines for a program of professional development.

(b) Once such guidelines have been agreed to at the Provincial Professional Development Sub-Committee, they shall be circulated to District Labour-Management committees, for joint discussion and to implement a program for professional development.

(c) It is understood that the time used for such professional development will be jointly determined at the District Labour-Management Committees. It is understood that employees on the Provincial and District Labour-Management Committees, the Professional Development Sub-Committee and the E.F.A.P. Committee will not suffer any loss of pay for time spent at these Provincial or District Committee meetings.

(d) The parties agree that a special Professional Development Sub-Committee of the Provincial Labour-Management Committee shall be established to develop guidelines for a program of professional development which include a minimum number of days of professional development to be delivered each school year. This Sub-Committee shall meet within ninety (90) days of the signing of this collective agreement and shall meet a minimum of two (2) times a year, unless otherwise agreed.

20.16 Training

When the Employer requires an employee to attend training, the Employer shall pay the full cost. Where operational requirements permit, every effort shall be made to provide opportunities for training during regular work hours. If the training is on-site, it is understood that the employee will not be expected to perform their regular duties during the training unless the employee is completing a work practicum or on-the-job training requirements.

20.17 Compassionate Care Leave

Upon request, an employee shall be granted an unpaid leave of absence as per the Compassionate Care Leave provisions of the *Employment Standards Act*.

20.18 Foster Care Leave

- (a) When a foster child is placed in the home of an employee who is an approved foster care provider, the employee shall be granted, upon her request, leave without loss of regular pay within seven (7) calendar days after the placement of the foster child.
- (b) An employee may use leave under 20.18(a) up to a maximum of two (2) regular working days within one (1) school year. Such leave shall be granted on the basis of half or full regular working days.
- (c) Within fourteen (14) calendar days after taking leave under 20.18(a), the employee will provide the School District with confirmation in writing of the date of the foster child's placement from the appropriate provincial agency.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Wages

The wage rates for each classification in the bargaining unit shall be the wage rates for that classification set out in Schedule "A" annexed to this Agreement and shall be effective during the term of this Agreement.

21.02 (a) All employees will be paid on every second Friday. Should any holiday fall on a pay day, the employees shall be paid on the preceding day.

(b) Any overtime worked by an employee shall be paid not later than the fifteenth day of the month following the month in which the overtime was earned.

21.03 Acting Pay

Except when covering for a person on vacation, where an employee has been temporarily assigned to perform the principal duties of a higher paying position for a period of three (3) consecutive working days or more she shall receive the rate for the position and the rate shall be retroactive to the first day that she substituted in or performed the principal duties of the higher paying position. When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.

21.04 Rate of Pay on Promotion

Where an employee is promoted to a higher classification, she shall be paid at the rate of pay in the new classification.

21.05 Mileage Allowance

Employees requested by the Employer to use their own motor vehicles for travelling in the performance of their regular duties shall be paid in accordance with the applicable Board of Management policy as may be amended from time to time. The Employer will notify the Union of any changes in the policy.

21.06 Retirement Allowance

(a) When an employee having five (5) years of continuous permanent service or more retires due to illness, accident, death or age, or is laid off, the Employer shall pay such employee or her beneficiary a retirement allowance in a lump sum. The calculation of retirement allowance shall be equal to five (5) days times the employee's total service prorated based on a thirty-six and one quarter (36%) hour workweek, to a maximum of one hundred and twenty-five days (125), paid at seven and one quarter (7%) hours times the employee's hourly rate of pay at the time of her retirement or death.

(b) If an employee applies for retirement allowance due to illness or accident, the Employer may require the employee to appear for a medical examination by a doctor chosen by the Employer.

(c) Notwithstanding that an employee is found eligible for retirement as specified in (a) or (b) above in a specific classification, she may apply for and be employed in any other classification for which she may be qualified by reason of health, training and experience.

(d) When an employee is laid off, the retirement allowance shall be paid in a lump sum eighteen (18) months after the date she was laid off.

(e) At the employee's request, the payment of the allowance shall be:

- (1) A lump sum payment at the time of entitlement, or
- (2) Held over to the next taxation year, or any other year following entitlement, or
- (3) Converted by the employee to an individual income averaging annuity payable at normal retirement age.

(9) Notwithstanding any of the provisions of this Article, an employee who normally would be entitled to retirement allowance may, within five (5) years of retirement, subject to satisfactory notice to the Employer, and when replacement is available, take up to three (3) paid pre-retirement vacations, with no more than one vacation in any school-year, to be charged against her retirement allowance. Vacation leave shall not accumulate during the time of such pre-retirement vacation leave.

(g) In order to allow for orderly work scheduling a request for conversion to a pre-retirement vacation equivalent must be submitted at least sixty (60) days in advance.

(h) When calculating retirement allowance entitlement for an employee who has at least five (5) years seniority, retirement allowance for less than a full year shall be on a pro-rata basis (ex: 1/2 year equals 2 1/2 days' pay).

21.07 Direct Deposit

All employees will be paid by direct deposit.

ARTICLE 22 - DEFINITIONS

22.01 (a) 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.

(b) A "full-time" employee is a permanent employee who works on a regular schedule of thirty-one (31) hours or more per week.

(c) A "part-time" employee is one who is a permanent employee who works on a regular schedule of less than thirty-one (31) hours per week.

(d) A "casual" employee is one who meets the definition of employee in the *Public Service Labour Relations Act* 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 or more of the other definitions of an employee (i.e. permanent, part-time or full-time).

The term "when employed" for the purposes of Articles 11 and 12 shall be for the period the casual employee has seniority rights. Casual employees filling in temporary vacancies shall receive any holidays occurring during such period of the temporary vacancy.

(e) Newly hired employees, full-time or part-time, shall be considered on a probationary basis for a period of ninety (90) working days in accordance with Article 11.06. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement except where otherwise provided.

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

(g) 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.

(h) For the administration and application of this Agreement "Employer" means and includes Board of Management and the Department of Education and Early Childhood Development.

(i) In interpreting this Agreement, the feminine shall include the masculine, the singular shall include the plural, and the plural shall include the singular.

(j) A "promotion" means a change from one classification to another classification, which has a higher maximum/hourly rate.

22.02 Performance Management

The performance pay wage schedule applies to District Administrative Support classifications in the School District offices only. The following language shall be applicable to such classifications:

a) "Control Point Maximum"- The point within a salary range representing the maximum base pay for a job.

b) "Discretionary Maximum"- The point within a salary range between the control point maximum and the maximum allowed for re-earnable increments.

c) "Merit Increase"- An adjustment to individual salary based on a documented assessment of performance.

- d) "Re-earnable Increments"- Temporary payments based on exceptional performance authorized at the discretion of the Superintendent.
- e) "Pay Increment"- One step in the pay range.
- f) Anniversary Dates:
 - i) 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.
 - ii) 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.
 - iii) Where a common anniversary date is chosen, the Superintendent may, on the first anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.
- g) Merit Increases:
 - i) Subject to documented assessment and performance review undertaken pursuant to the Performance Management System, an employee on her anniversary date may be granted an increase of up to five (5) pay increments in the pay scale, not to exceed the control point maximum.
 - ii) The Employer shall notify the employee in writing when an annual increment(s) is not granted or when an annual increment of less than two (2) increments is granted. Such notice shall contain the Employer's reason(s) as to why the employee's work performance was not satisfactory.
 - iii) An employee, who has not been granted a merit increase, shall have the right to refer her performance evaluation to the Superintendent or designate for review by the Review Committee that has been established in the employing department. The employee shall have the right to make a written submission to the Review Committee.
 - iv) At the discretion of the Superintendent, anniversary date merit increases, or portions thereof may be delayed and granted at a subsequent date, without change to the employee's anniversary date.
 - v) Where an employee is not granted a pay increment(s) due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to their anniversary date for such increment(s).
 - vi) The number of merit increase pay increments granted for part-time employees should be pro-rated or delayed in relation to length of work periods.
 - vii) Employees paid at or above the control point maximum of the pay range are ineligible for merit increases.
 - viii) It is understood by the Parties that clause 10.07 of the CUPE 2745 Collective Agreement does not apply to scheduled work planning and review or performance appraisal meetings.
- h) Rate of Pay on Promotion, Demotion, Transfer

- i) Where an employee is promoted to a position having a higher control point maximum than the control point maximum of the old position, the employee is paid at the nearest rate of pay that provides an increase of four (4) pay increments not to exceed the control point maximum of the new pay range.
 - ii) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the employee shall be granted both a merit increase and a promotional increase.
 - iii) Where an employee is appointed to a position having a lower control point maximum, or an employee's duties are reclassified to a classification having a lower control point maximum and the employee's rate of pay is above the control point maximum of the new classification, the employee shall be retained at the employee's current rate of pay for one (1) year after which the employee will be placed at the control point maximum of the new classification. If the employee's rate is below the control point maximum of the new pay range applicable to the employee, the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease.
 - iv) If an employee requests and is granted a demotion and the employee's current rate of pay is more than the control point maximum of the rate of pay for the classification to which the employee is demoted, the employee shall be paid at the control point maximum for the lower classification.
 - v) On lateral transfer, an employee continues to be paid at the same rate of pay.
- i) Acting Pay
- i) Except when covering for an employee on vacation, where an employee is required to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.
 - ii) The rate of acting pay shall be the minimum rate for the classification of the employee who is being replaced, or the equivalent of four (4) pay increments above the acting employee's regular rate of pay, whichever is greater. An employee cannot be paid above the control point maximum for the position in which the employee acts.
 - iii) Where an employee is required to perform for a temporary period the duties of a lower paid classification the employee shall not lose any rights the employee may have to a merit increase.
- j) Re-earnable Increments
- i) Re-earnable increments refer to temporary payments equivalent to pay increments increases, authorized at the discretion of the Superintendent. Such re-earnable increments are not to exceed the equivalent of four pay increments.
 - ii) Re-earnable increments are not included in base pay, and do not constitute pensionable earnings.
 - iii) Re-earnable increments may be included with bi-weekly pay, paid out periodically or at one time, based on the amount and duration of the increment authorized.
 - iv) An employee paid at the control point maximum may be granted on her anniversary date re-earnable increments, not to exceed the discretionary maximum. Authorization must be based on performance as assessed pursuant to the Performance Management System.

ARTICLE 23 - CLASSIFICATION

23.01 Present Classification

The classifications of the employees covered by this Agreement shall be set out in Schedule "A" to 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".

23.02 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 established in consultation 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.

23.03 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 Secretary of the Union. Within forty-five (45) working days of receipt of such application, the employee 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.

23.04 Classification Appeal Procedure

Where an employee, after following the procedure under Article 23.03 is not satisfied with the results, she may within twenty (20) days of receiving such results submit the reclassification grievance through the Sub-Local President and Provincial President to adjudication. The Sub-Local President and Provincial President shall copy the grievance request and all correspondence to the Director of Human Resources of the Department of Education, the Assistant Deputy Minister of Labour Relations Services of the Office of Human Resources, and the Director of Human Resources of the School District.

The Adjudicator covering the above two Articles only (Articles 23.02 and 23.03) 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 24 - RETIREMENT AGE AND PENSION

24.01 Retirement Age

Employees may retire in accordance with the Pension Plan presently in effect. However, the School District at its discretion may permit an employee to remain employed on a year to year basis after she has reached the mandatory retirement age of 65.

24.02 (a) The Pension Plan presently in effect shall continue to apply to all full-time employees of the Bargaining Unit. Effective July 1, 1982, the Pension Plan shall be amended in the following manner:

- (1) Compulsory after completion of probationary period provided employee is at least 18 years of age.
- (2) Employee contribution rate - 4.5% of earnings up to YMPE. - 6% of earnings over YMPE.
- (3) Maximum allowable break-in-service to be extended to one year.

- (4) Benefit - 2% Five (5) highest consecutive years' average integrated with Canada Pension Plan.
- (5) Vesting to occur after completion of 5 years of service.
- (6) Escalation to a ceiling of 2% per year in accordance with CPI.

(b) Members of the Pension Plan who were not contributors to any other previous School District Pension Plan shall be entitled to a supplemental annual pension consisting of 50% of the difference between total earned pension (if less than \$1,500 per year) and \$1,500. This clause shall come into effect July 1, 1979.

(c) Notwithstanding Article 24.02 (a)(2), effective September 1, 2007 each member shall contribute to the Plan in any Plan Year, five percent (5%) up to the YMPE and six and one-half percent (6.5%) of that portion of her Earnings which is in excess of the YMPE.

24.03 Definitions

For the purpose of this Article words being used shall have the same meaning as defined in the Pension Plan.

24.04 Pension Committee

The Employer agrees to amend the Pension Plan outlined in the Collective Agreement between the CUPE Unions and the New Brunswick Board of Management to revise Article 15 (2) of the Pension Plan text so that the Pensions Committee shall consist of seven (7) members, three (3) of whom shall be appointed by the Canadian Union of Public Employees.

24.05 Effective April 3, 1990, employees in the Pension Plan whose hours of work are reduced during the five-year period immediately preceding retirement date shall continue to contribute and be credited with benefits in the normal manner.

24.06

(a) The Employer's contribution to the Pension Plan, shall be as determined by the actuary to maintain the Plan actuarially sound but would not exceed the current level of 95% of employee contributions.

(b) Notwithstanding Article 24.06 (a), effective April 1st 2010 the Employer's contribution to the Pension Plan shall be 142.4% of employee contributions. This contribution rate may change at the completion of the next actuarial evaluation.

24.07 Pension for Part-time Employees

A part-time pension plan is to be made available effective September 1, 1995. Coverage will be through a voluntary money purchase plan with employee contribution rate of up to 4.5% of salary and matching contributions by Employer. Plan governance will be by a committee on which CUPE 2745 will participate. The Plan will include members other than those represented by CUPE 2745.

24.08 Effective January 1, 2008 members who terminate employment and are immediately eligible upon termination of employment for the payment of an early retirement pension or normal retirement pension will no longer have the option to elect a commuted value transfer.

ARTICLE 25 - GROUP LIFE INSURANCE

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

ARTICLE 26 – MEDAVIE BLUE CROSS

26.01 The Employer shall pay seventy-five percent (75%) of the cost of premiums of Blue Cross TD129 Health Plan or its equivalent for all employees who have completed their probationary period. Employees' enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

26.02 The Employer shall pay fifty percent (50%) of the cost of premiums of the Basic Dental Plan for an employee who has completed her probationary period. Membership in the Plan shall be on a voluntary basis; however, once an employee elects to join she must remain a member for at least two years.

26.03 Employee Benefit Plan Disclosure

The Employer shall provide the Union with a copy of all employee benefit and health and welfare master plan texts and amendments. In addition, the Employer shall once a year provide the Union with a copy of the Financial/Actuarial statement for all employee benefit plans and tri-annual actuarial evaluation for the pension plan including a list of all pension fund investments and holdings, rate of return, and all actuarial assumptions used.

ARTICLE 27 - WORKERS' COMPENSATION

27.01 Workers' Compensation Supplement

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

27.02 No Charge Against Sick or Vacation Leave Credits

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

27.03 Disability Pensioners

Special leave shall be granted, with no loss of pay or leave credit, to disability pensioners who are called to report to a medical board for examination or investigation, in connection with their disability for a period of time not exceeding three (3) days. Certificate of such attendance shall be submitted to the Employer.

ARTICLE 28 - HEALTH AND SAFETY

28.01 Co-operation on Health and Safety

All proper health and safety devices are to be provided by the District. Any employee coming in contact with unsafe working conditions is to report them immediately to the responsible officer designated by the District.

28.02 First Aid Kits

One or more first aid kits readily accessible at all times to non-teaching employees shall be supplied at locations convenient to all concerned. It shall be the employee's duty to report any deficiencies with respect to the location and/or shortages to the responsible officer designated by the District who is in charge of the building.

28.03 The Parties agree to participate in the Health and Safety Committees established pursuant to the *Occupational Health and Safety Act*. No employee who is a member of the Committee shall suffer any loss of regular pay for time spent attending meetings of the Health and Safety Committee. Any hours spent on work of the Committee outside of regular hours shall be paid for at straight time.

Notwithstanding the *Occupational Health and Safety Act*, in a school with less than twenty (20) employees where a health and safety committee is not established or a health and safety representative is not elected, an

employee within the school may be designated by the Union to represent the members of the bargaining unit employed at the school on health and safety matters.

28.04 In the interests of safety the Employer agrees that no employee will be scheduled to work alone after midnight from Monday to Friday and no employee will be scheduled to work alone after 6:00 p.m. on Saturday or Sunday.

28.05 Workers' Compensation Reports and Accident Reports will be sent to the local Health and Safety Committee concerned and to the Provincial Committee.

28.06 When a new employee is hired and does not know how to operate a piece of equipment that she will be required to use she will be trained in the safe operation of the equipment.

28.07 No employee shall be required to work under unsafe or unhealthy conditions. Any such conditions must be reported to the Employer or its designate immediately with a copy of such report to be forwarded to the Sub-Local Health and Safety Committee.

28.08 There shall be zero tolerance for violence in the workplace. The Parties agree to abide by the Occupational Health and Safety Act.

ARTICLE 29 - JOB SECURITY

29.01 (a) The Union recognizes the right of the Employer to contract out work.

(b) (For the duration of this Agreement only) No employees other than casuals will suffer a reduction of hours of work or be laid off as a result of the Employer contracting out its work or services.

(c) In the event the Employer contracts out work the employees affected will be offered other suitable employment in the District, including a present incumbent only position. Regardless of that position's classification she will not suffer a reduction in pay.

(d) Employees who are displaced into another position shall be given preference when filling the first vacancy which occurs in their previous classification, notwithstanding any other article in this contract.

29.02 The Employer shall give the Union notice in writing, thirty (30) days prior to contracting out any work or services presently performed by the Collective Bargaining Unit. The Employer will meet with the Union within ten (10) days of such notice date to commence discussion on the status of the employees affected.

ARTICLE 30 - GENERAL CONDITIONS

30.01 Union Representative

The Union or Sub-Local shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when negotiating with the Employer.

30.02 Bulletin Board

Each School District shall place at the disposal of the Union a reasonable number of bulletin boards of appropriate size for the posting of Union and/or Sub-Local notices exclusively.

30.03 Termination of Employment

(a) If either party to this Agreement intends to terminate employment, notice of this intent must be served on the other party two (2) weeks before the effective date of the termination of employment.

(b) Clause (a) shall not apply in cases where termination of employment is for disciplinary action.

(c) Clause (a) applies to full-time and part-time employees only.

30.04 Accommodations

Clean accommodations will be provided for employees to have their meals and keep their clothes.

30.05 New Employees

New employees will be introduced by the Employer to other employees in an establishment and the Employer will introduce any executive members or shop stewards of the Sub-Local in the establishment, and allow the shop steward up to 30 minutes without loss of pay to explain the role of the shop steward in the grievance process and other rights and obligations of the employee and Employer under the terms of the Collective Agreement.

30.06 Computer and Internet Access

Employees shall have access to multi-user computers provided it does not interfere with the performance of their duties. It is understood that the employer is not required to purchase additional computer terminals in order to provide access.

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 Existing Greater Benefits

(a) Where a present employee now enjoys wages, overtime, vacation, sick pay, insurance or pension benefits more advantageous to her than those provided for in this Agreement by reason of a Collective Agreement or a written or oral contract of employment made prior to the date of certification of her bargaining unit (March 9, 1971) by the Employer or any previous School District now included in the District, she shall continue to receive such greater benefits at their existing level notwithstanding any of the provisions of this Agreement,

(b) Local Appendices forming part of this Agreement and covering School District 8 shall apply only to employees hired prior to the following dates:

School District No. 8 March 31, 1972

(c) The Employer agrees that Appendices to this Collective Agreement as specified in clause 31.01(b) shall be attached to the Collective Agreement. It is further agreed that all existing or greater benefits specified in the Appendices to the Agreement shall, where applicable, be incorporated in the Collective Agreement. Furthermore, it is agreed by both the Employer and the Union that a Joint Review and Evaluation Committee comprised of members of both parties shall be convened to determine and to review the particulars involved with regard to each Appendix and the appropriateness of its inclusion in the Collective Agreement.

31.02 Portability of Benefits

An employee who accepts employment in a School District listed in Part II, First Schedule of the *Public Service Labour Relations Act* within eighteen (18) months of the resignation date from a School District listed in Part II of such Act shall be deemed to have been on leave of absence without pay for this period. Such employees shall retain seniority portability respecting all of the benefits and rights outlined in this Collective Agreement.

ARTICLE 32 - COPIES OF AGREEMENT

32.01 (a) The Employer shall provide fifty (50) photocopies of the Collective Agreement as soon as possible after the signing and shall print, at his own cost sufficient copies of the Agreement in booklet form. The Employer will make every reasonable effort to have the Agreement printed within ninety (90) days after the French translation of the Agreement is proof read and agreed to.

(b) This Agreement shall be printed in English and French on alternate pages and shall be official in both languages.

32.02 Pursuant to Article 32.01 it is understood that both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the Collective Agreement will prevail.

ARTICLE 33 - DURATION AND TERMINATION

33.01 Continuation

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 hereof, until such time as the Parties are authorized to declare a strike or lockout under the *New Brunswick Public Service Labour Relations Act* provided that this Agreement may be further extended from time to time by mutual agreement.

33.02 Retroactivity

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

(b) All employees who have left the service of the School District since March 1, 2009, and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, the former employees shall make claim by notice in writing to the Board which was her former Employer within ninety (90) days from the signing of this Agreement.

(c) Employees who have been discharged for matters of discipline or who have left employment without giving proper notice as defined in the previous agreement or personnel policy regulations of the School District concerned will not be entitled to any benefits under this Article.

33.03 With the understanding that only wages at straight time rates are retroactive, this Agreement shall be in effect from March 1, 2009 to February 28, 2013 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty calendar days and not more than sixty calendar days prior to the expiration date of this Agreement or any renewal thereof.

IN WITNESS WHEREOF, the Parties have signed this 4th day of May 2011.

FOR THE UNION:

Sandy Harding _____

Sherry Wilkins _____

Colleen Horsman _____

Sharon P. Thompson _____

Marilyn MacCormack _____

Karen Gould _____

FOR THE EMPLOYER:

Hon. Jody Carr _____

Hon. Blaine Higgs _____

Dorine P. Pirie _____

Jennifer Davis _____

Valmond Guimond _____

Karen Johnston _____

Theresa McAllister

Karen Hulberg

Susan Barton

Tim Dunn

Diane Lapointe

LETTER OF INFORMATION

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.'

This letter confirms that, effective on the date of signing of the new Collective Agreement, the Deferred Salary Leave Plan developed and implemented through Board of Management Minute 89.0548 will apply to employees covered by this Collective Agreement during the term of the new Collective Agreement.

For information purposes only, this letter may be printed with the new Collective Agreement with the understanding that such publication signifies that the Parties agree that neither this letter nor the plan are: part of the new collective agreement nor are they subject to the adjudication/complaint process nor are they subject to future negotiations.

Dated this 4th day of May 2011

FOR THE UNION:

Sandy Harding

Sherry Wilkins

Colleen Horsman

Sharon P. Thompson

Marilyn MacCormack

Karen Gould

Theresa McAllister

Karen Hulberg

Susan Barton

FOR THE EMPLOYER:

Hon. Jody Carr

Hon. Blaine Higgs

Dorine P. Pirie

Jennifer Davis

Valmond Guimond

Karen Johnston

Tim Dunn

Diane Lapointe

LETTER OF AGREEMENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.'

This Letter of Agreement is effective from March 1, 2009 and shall terminate on February 28, 2013.

As of October 15 of each year, the School District will declare the hours of work assured for each employee for the balance of that school year. Employees will be assured those earnings and related benefits and seniority.

In the event of unforeseen circumstances the affected employee may be assigned to alternate work assignments within his or her classification, including work at other schools, for the balance of that school year. Assignments shall be offered to employees by seniority in the school.

Such reassignment of employees shall be accomplished notwithstanding Articles 11, 12, 13 and 14 of this Collective Agreement.

The Employer shall provide a two-week written notice of such reassignment to the affected employee and the Sub-Local President.

Where applicable, the provincial travel regulations will apply to such alternate assignment.

This protection is intended to offset possible lay-offs. It is not intended to cover absences without pay, disciplinary dismissal or suspension, resignations or other absences.

The following provisions apply only to Educational Assistants and School Intervention Workers.

1. New Positions

When a new Educational Assistant or School Intervention Worker position is created after October 15, the position will be posted in accordance with Article 12.

2. Vacated Positions

Notwithstanding Article 12, when an existing Educational Assistant or School Intervention Worker position is vacated after October 15, it shall be afforded to the senior permanent employees on complete lay-off who have the minimum required qualifications for the job (as per the classification specifications), and providing such employees have indicated in writing their willingness to accept such work assignment. When there are no employees on complete lay-off who have the minimum required qualifications for the job (as per the classification specifications), the vacancy may be filled at the discretion of the Employer on a temporary basis until the end of the school year. At the end of the school year, the vacancy will be posted in accordance with Article 12.

3. Work Assignments of a Casual or Temporary Nature

Notwithstanding Article 11.07, all work assignments of a casual or temporary nature for Educational Assistants or School Intervention Workers that occur after October 15 shall be afforded to the senior permanent employees on complete lay-off who have the minimum required qualifications for the job (as per the classification specifications), and providing such employees

have indicated in writing their willingness to accept such work assignment. When there are no employees on complete lay-off who have the minimum required qualifications for the job (as per the classification specifications), the work assignments may be filled at the discretion of the Employer until the end of the school year.

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

Sherry Wilkins

Colleen Horsman

Sharon P. Thompson

Marilyn MacCormack

Karen Gould

Theresa McAllister

Karen Hulberg

Susan Barton

FOR THE EMPLOYER:

Hon. Jody Carr

Hon. Blaine Higgs

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Diane Lapointe

LETTER OF AGREEMENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.'

RE: CONTRACTING OUT

For the period effective May 4, 2011 and terminating on February 28, 2013 contracting out of **work** will not be permitted if it causes a reduction in the bargaining unit in a District.

This Letter of Intent shall form part of the Collective Agreement dated March 1, 2009 for interpretation and application.

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

Sherry Wilkins

Colleen Horsman

Sharon P. Thompson

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Karen Gould

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Susan Barton

FOR THE EMPLOYER:

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LETTER OF INTENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.'

RE: PENSION FOR FULL-TIME EMPLOYEES

Voluntary Retirement at age sixty (60) without penalty. The cost of this benefit shall be paid from the surplus of the pension plan. This change is permanent.

The continuing current service cost associated with voluntary retirement at age sixty (60) shall be paid from the surplus of the pension plan.

The Benefit accrual rate for all pensionable service prior to January 1, 1997 will be at the rate of two percent (2%) to be paid out of the surplus of the pension plan. Benefit accrual rate will be at the rate of 1.3% for all service after December 31, 1996. This change is permanent.

The Employer agrees to recommend to Board of Management that the CUPE 2745 full-time pension plan be amended as follows:

a) effective January 01, 2002, to reduce the actuarial penalty for employees who retire between the ages of 55 and 60 years from 5% to 3% per year prior to age 60 (estimated cost of \$0.41 million to be deducted from the pension plan surplus).

b) effective January 01, 2002, to reduce the employee's cost for purchasing prior non-contributory service to 50% of actuarial cost. The period of service eligible under this provision is limited to service between March 1, 1974 and July 1, 1982 (estimated cost of \$0.25 million to be deducted from the pension plan surplus).

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

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FOR THE EMPLOYER:

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LETTER OF INTENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management. hereinafter called the Employer, Party of the First Part:

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union, Party of the Second Part.

RE: PUPIL PREPARATION DAY

The Parties agree that one (1) pupil preparation day per year will be provided to employees classified as Educational Assistants. This one (1) pupil preparation day per year will be scheduled during the week prior to the commencement of classes.

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

Sherry Wilkins

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SICK LEAVE BANK

The Parties agree to the establishment of a sick leave bank to cover employees under Certification Order Number 033 SC 4a on the following basis:

(a) Upon the signing of this Collective Agreement every employee shall contribute one (1) day from her unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank. The unused days in the Bank shall be added to the new allotment. On March 1st of each year, every employee shall contribute an additional one-half (1/2) day from her unused accumulated sick days.

(b) Applications for an allotment from the Sick Leave Bank may be made by an employee who through illness has utilized her own sick leave credits. In such a case the Sick Leave Bank Committee may agree that a "hardship case" exists and allow such an employee sick leave entitlement from the Sick Leave Bank.

If an employee returns to work and the same disability recurs, it will be considered a continuation of the previous disability provided the employee has returned to work for less than one (1) month.

Employees will be granted sick leave from the Bank upon production of the appropriate medical certification and approval of the Sick Leave Bank Committee.

Allotment of Sick Leave from the Bank shall be at a daily rate equal to the employee's regular daily rate.

Where the number of sick leave days in the Bank have been exhausted, no employee shall be entitled to further benefits from the Sick Leave Bank.

(c) To be eligible an employee must be disabled to the extent that she is unable to perform the normal duties of her own position or any position made available to the employee that she is able to perform. Where such a position is made available and the rate of pay is less than the employee's rate in her own position she shall retain the rate of the position she held before the disability.

(d) Upon the signing of the Collective Agreement the Administrators shall be advised by the Employer in writing of the amount of sick leave accrued to the Bank.

The Sick Leave Bank shall inform the Parties to this Collective Agreement at the close of each calendar year on the utilization of the Bank.

(e) The Sick Leave Bank shall be administered by a committee made up of one (1) administrator from the Employer and one (1) administrator from the Union.

The Committee shall have full power to grant or disallow sick leave entitlement as outlined under this Article.

Except in the case where the Sick Leave Bank Committee is required to make a decision that a "hardship case" exists as outlined under (b) above, all other disputes in regard to the administration of the Sick Bank as defined herein shall be submitted to the undersigned persons to act as a sole Adjudicator who shall have the power to make a final and binding decision on a dispute under this Article.

The Adjudicator shall be chosen on an equitable rotating manner. If the first named is unable to act then the next in line shall hear the matter. A final and binding ruling on both parties shall be made 72 hours from the date of hearing.

To qualify as an Adjudicator under this clause, a person must be a recognized medical practitioner entitled to practice in the Province of New Brunswick.

UNION NOMINEE:

BOARD OF MANAGEMENT NOMINEE:

For greater clarification either Party may replace their nominee by giving written notice to the other Party.

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

Sherry Wilkins

Colleen Horsman

Sharon P. Thompson

Marilyn MacCormack

Karen Gould

Theresa McAllister

Karen Hulberg

Susan Barton

FOR THE EMPLOYER:

Hon. Jody Carr

Hon. Blaine Higgs

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LETTER OF INTENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management. hereinafter called the Employer, Party of the First Part;

AND: The Canadian Union of Public Employees. Local 2745, hereinafter called the Union, Party of the Second Part.

RE: HOURS OF WORK

Whereas the Department of Education and Early Childhood Development is currently reviewing the model of intervention in order to provide the best possible support for students based on need and a final determination of the operational requirements has not yet been made; and

Whereas the Province has undertaken to review public sector pensions, and such review will include the Pension Plan for Full-Time CUPE 2745 Employees of New Brunswick School Districts and will provide members of the bargaining unit an opportunity for input; the Employer's offer to increase the hours of work for the duration of this collective agreement is therefore limited to the following:

1. Effective the 2007-08 school year, all permanent school-based employees shall be paid a minimum of thirty-nine (39) weeks during the school year based on their regular weekly hours of work as approved by the responsible officer. This provision does not apply to casual employees. Where an employee's scheduled workday is a non-instructional day for students, the employee shall report to work to participate in such activities as directed by the school, School District or Department of Education.
2. Effective the 2011-12 school year, permanent Educational Assistants and School Intervention Workers shall be paid a minimum of twenty-nine (29) hours of work per week. This provision does not apply to casual employees.
3. Effective the 2012-13 school year, permanent Educational Assistants and School Intervention Workers shall be paid a minimum of thirty (30) hours of work per week. This provision does not apply to casual employees.

Dated this 4th day of May 2011.

FOR THE UNION:

Sandy Harding

Sherry Wilkins

Colleen Horsman

Sharon P. Thompson

Marilyn MacCormack

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Theresa McAllister

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Tim Dunn

Diane Lapointe

LETTER OF AGREEMENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer.

AND: The Department of Education and Early Childhood Development as the employing Department.

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union.

RE: Dumping Procedure

For the duration of the present Collective Agreement only, Article 13.05 shall read as follows:

13.05 Bumping Procedure

(a) A School Library Worker, School Administrative Assistant, School Clerk or District Administrative Support Worker, when laid off, shall be entitled to claim the position of any other School Library Worker, School Administrative Assistant, School Clerk or District Administrative Support Worker in the District subject to the conditions in paragraph (c).

(b) A Student Attendant, Educational Assistant or School Intervention Worker, when laid-off, shall be entitled to claim the position of any other Student Attendant, Educational Assistant or School Intervention Worker in the District subject to the conditions in paragraph (c).

(c) Conditions:

The bumping procedure referred to in paragraphs 13.05(a) and (b) above is subject to the following conditions:

- (i) that such other job is held by an employee with less seniority;
that the employee claiming the position has the ability to perform the work;
- (iii) before claiming the position of a School Intervention Worker, the employee claiming the position must possess the required qualifications for that classification;
- (iv) the bumping procedure above shall be limited to a maximum of three (3) bumps and no lay-off notice will be required for those employees who may be bumped. All bumps must be completed during the original lay-off notice period. For greater clarification, it is agreed the third bump shall affect the most junior employee in the School District, subject to the provisions of (ii) and (iii) above;
- (v) an employee who has claimed the position of another employee in accordance with Article 13.05(i), (ii) and (iii) above shall be given a familiarization and evaluation period not to exceed two (2) weeks;
- (vi) a School District policy mutually agreed upon by the Parties concerning the bumping procedure shall apply in lieu of Article 13.05 (c) (i), (ii), (iii), (iv) and (v) above.

This Letter of Agreement will terminate upon the expiry of the present Collective Agreement.

FOR THE UNION:

Sandy Harding

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Susan Barton

FOR THE EMPLOYER:

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Hon. Blaine Higgs

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Jennifer Davis

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Karen Johnston

Tim Dunn

Diane Lapointe

LETTER OF INTENT

BETWEEN: Her Majesty in Right of the Province of New Brunswick as represented by Board of Management, hereinafter called the Employer,

AND: The Department of Education and Early Childhood Development as the employing Department.

AND: The Canadian Union of Public Employees, Local 2745, hereinafter called the Union,

RE: AUTISM INTERVENTION TRAINING

Whereas Autism Intervention Training is currently delivered by the University of New Brunswick College of Extended Learning (UNB-CEL) through a contract between the University and the Department of Education and Early Childhood Development (hereinafter referred to as DEECD) and,

Whereas DEECD is reviewing and evaluating the current program delivery; and,

Whereas DEECD is committed to addressing longer term training issues of accessibility, effectiveness of knowledge transfer and application, on-going training and supervision as well as cost effectiveness;

Therefore, commencing the 2011-2012 school year, DEECD will transition from the UNB-CEL training program to a training program that:

1. Provides greater access to foundational training to Educational Assistants in the area of autism disorders and/or applied behavioral analysis, as required. Training will be offered by seniority in the school or workplace where it is required and;
2. May provide on-going training such as refresher courses or advanced training as required. Training will be offered by seniority in the school or workplace where it is required;
3. When unforeseen circumstances arise which necessitate that an employee who is not the most senior receive the training, the issue shall be referred to the Professional Development Sub-Committee under Article 20.15 for review and discussion. The Employer agrees to meet with the Sub-Local President prior to the commencement of the training to inform her of the rationale of the unforeseen circumstances.
4. Prior to the commencement of training in 1, 2 and 3 above, the Sub-Local President will be provided a list of all members who will be receiving the training.

The competencies of the above-named program will be recognized as equivalent to those found in the UNB-CEL training program.

Dated this 4th day of May 2011.

FOR THE UNION:

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FOR THE EMPLOYER:

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**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION**

CLASSIFICATION	Mar 1/09	Sept 1/09	Mar 1/10	Sept 1/10	Mar 1/11	Sept 1/11	Mar 1/12	Sept 1/12
STUDENT ATTENDANT	13.29	13.29	13.29	13.29	13.42	13.62	13.76	13.97
SCH ADM ASS I	16.37	16.37	16.37	16.37	16.53	16.78	16.95	17.20
SCHOOL LIBRARY WORKER I	16.82	16.82	16.82	16.82	16.99	17.24	17.41	17.67
EDUCATIONAL ASSISTANT	17.00	17.00	17.00	17.00	17.17	17.34	17.51	17.69
SCHOOL CLERK (HC) SCHOOL INTERVENTION WORKER	17.20	17.20	17.20	17.20	17.37	17.63	17.81	18.08
SCHOOL LIBRARY WORKER II	18.17	18.17	18.17	18.17	18.35	18.53	18.72	18.91
SCHOOL LIBRARY WORKER II	18.26	18.26	18.26	18.26	18.44	18.72	18.91	19.19
SCH ADMIN ASS II	18.88	18.88	18.88	18.88	19.07	19.36	19.55	19.84
SCH ADMIN ASS III	19.82	19.82	19.82	19.82	20.02	20.32	20.52	20.83
SCHOOL CLERK IV (HC)	21.39	21.39	21.39	21.39	21.60	21.92	22.14	22.47

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE MARCH 1 2009

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment			Disc. Max.
	17	18	19	20	21																
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	914	925	935	946	957	970	982	992	1004	1015	1025	1036	1045	1057	1070	1084	1096	1108	1123	1134	1146
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 2	1055	1068	1081	1094	1106	1121	1132	1144	1156	1171	1186	1202	1215	1230	1243	1257	1276	1290	1303	1319	1337
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 3	1205	1219	1233	1247	1258	1276	1292	1307	1323	1339	1353	1367	1380	1399	1416	1434	1450	1467	1485	1501	1519
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1346	1362	1378	1397	1413	1431	1448	1462	1481	1497	1515	1532	1548	1568	1588	1607	1628	1647	1668	1686	1708
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1534	1555	1574	1591	1609	1634	1654	1674	1693	1714	1735	1755	1775	1796	1819	1838	1861	1883	1904	1928	1950

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE SEPTEMBER 1 2009

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment	Disc. Max.		
	17	18	19	20	21						22	23	24	25	26	27	28	29	30	31	
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 1	914	925	935	946	957	970	982	992	1004	1015	1025	1036	1045	1057	1070	1084	1096	1108	1123	1134	1146
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 2	1055	1068	1081	1094	1106	1121	1132	1144	1156	1171	1186	1202	1215	1230	1243	1257	1276	1290	1303	1319	1337
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 3	1205	1219	1233	1247	1258	1276	1292	1307	1323	1339	1353	1367	1380	1399	1416	1434	1450	1467	1485	1501	1519
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 4	1346	1362	1378	1397	1413	1431	1448	1462	1481	1497	1515	1532	1548	1568	1588	1607	1628	1647	1668	1686	1708
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 5	1534	1555	1574	1591	1609	1634	1654	1674	1693	1714	1735	1755	1775	1796	1819	1838	1861	1883	1904	1928	1950

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE MARCH 1 2010

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment	Disc. Max.		
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	914	925	935	946	957	970	982	992	1004	1015	1025	1036	1045	1057	1070	1084	1096	1108	1123	1134	1146
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 2	1055	1068	1081	1094	1106	1121	1132	1144	1156	1171	1186	1202	1215	1230	1243	1257	1276	1290	1303	1319	1337
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 3	1205	1219	1233	1247	1258	1276	1292	1307	1323	1339	1353	1367	1380	1399	1416	1434	1450	1467	1485	1501	1519
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1346	1362	1378	1397	1413	1431	1448	1462	1481	1497	1515	1532	1548	1568	1588	1607	1628	1647	1668	1686	1708
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1534	1555	1574	1591	1609	1634	1654	1674	1693	1714	1735	1755	1775	1796	1819	1838	1861	1883	1904	1928	1950

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE SEPTEMBER 1 2010

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable increment			Disc. Max.
	17	18	19	20	21																
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 1	914	925	935	946	957	970	982	992	1004	1015	1025	1036	1045	1057	1070	1084	1096	1108	1123	1134	1146
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 2	1055	1068	1081	1094	1106	1121	1132	1144	1156	1171	1186	1202	1215	1230	1243	1257	1276	1290	1303	1319	1337
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 3	1205	1219	1233	1247	1258	1276	1292	1307	1323	1339	1353	1367	1380	1399	1416	1434	1450	1467	1485	1501	1519
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 4	1346	1362	1378	1397	1413	1431	1448	1462	1481	1497	1515	1532	1548	1568	1588	1607	1628	1647	1668	1686	1708
DISTRICT ADMINISTRATIVE SUPPORT - LEVEL 5	1534	1555	1574	1591	1609	1634	1654	1674	1693	1714	1735	1755	1775	1796	1819	1838	1861	1883	1904	1928	1950

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE MARCH 1 2011

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment			Disc. Max.
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	923	934	944	955	967	980	992	1002	1014	1025	1035	1046	1055	1068	1081	1095	1107	1119	1134	1145	1157
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 2	1066	1079	1092	1105	1117	1132	1143	1155	1168	1183	1198	1214	1227	1242	1255	1270	1289	1303	1316	1332	1350
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 3	1217	1231	1245	1259	1271	1289	1305	1320	1336	1352	1367	1381	1394	1413	1430	1448	1465	1482	1500	1516	1534
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1359	1376	1392	1411	1427	1445	1462	1477	1496	1512	1530	1547	1563	1584	1604	1623	1644	1663	1685	1703	1725
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1549	1571	1590	1607	1625	1650	1671	1691	1710	1731	1752	1773	1793	1814	1837	1856	1880	1902	1923	1947	1970

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE SEPTEMBER 1 2011

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment			Disc. Max.
	17	18	19	20	21																
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	937	948	958	969	982	995	1007	1017	1029	1040	1051	1062	1071	1084	1097	1111	1124	1136	1151	1162	1174
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 2	1082	1095	1108	1122	1134	1149	1160	1172	1186	1201	1216	1232	1245	1261	1274	1289	1308	1323	1336	1352	1370
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 3	1235	1249	1264	1278	1290	1308	1325	1340	1356	1372	1388	1402	1415	1434	1451	1470	1487	1504	1523	1539	1557
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1379	1397	1413	1432	1448	1467	1484	1499	1518	1535	1553	1570	1586	1608	1628	1647	1669	1688	1710	1729	1751
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1572	1595	1614	1631	1649	1675	1696	1716	1736	1757	1778	1800	1820	1841	1865	1884	1908	1931	1952	1976	2000

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE MARCH 1 2012

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment	Disc. Max.		
	17	18	19	20	21																
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	946	957	968	979	992	1005	1017	1027	1039	1050	1062	1073	1082	1095	1108	1122	1135	1147	1163	1174	1186
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 2	1093	1106	1119	1133	1145	1160	1172	1184	1198	1213	1228	1244	1257	1274	1287	1302	1321	1336	1349	1366	1384
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 3	1247	1261	1277	1291	1303	1321	1338	1353	1370	1386	1402	1416	1429	1448	1466	1485	1502	1519	1538	1554	1573
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1393	1411	1427	1446	1462	1482	1499	1514	1533	1550	1569	1586	1602	1624	1644	1663	1686	1705	1727	1746	1769
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1588	1611	1630	1647	1665	1692	1713	1733	1753	1775	1796	1818	1838	1859	1884	1903	1927	1950	1972	1996	2020

**SCHEDULE A - WAGE RATES
STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION
BI-WEEKLY RATES**

EFFECTIVE SEPTEMBER 1 2012

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	Control Point Max.	Re-earnable Increment			Disc. Max.
																	17	18	19	20	21
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 1	960	971	983	994	1007	1020	1032	1042	1055	1066	1078	1089	1098	1111	1125	1139	1152	1164	1180	1192	1204
DISTRICT AMINISTRATIVE SUPPORT -LEVEL 2	1109	1123	1136	1150	1162	1177	1190	1202	1216	1231	1246	1263	1276	1293	1306	1322	1341	1356	1369	1386	1405
DISTRICT AMINISTRATIVE SUPPORT -LEVEL 3	1266	1280	1296	1310	1323	1341	1358	1373	1391	1407	1423	1437	1450	1470	1488	1507	1525	1542	1561	1577	1597
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 4	1414	1432	1448	1468	1484	1504	1521	1537	1556	1573	1593	1610	1626	1648	1669	1688	1711	1731	1753	1772	1796
DISTRICT AMINISTRATIVE SUPPORT - LEVEL 5	1612	1635	1654	1672	1690	1717	1739	1759	1779	1802	1823	1845	1866	1887	1912	1932	1956	1979	2002	2026	2050