

COLLECTIVE AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES

GROUP: PROFESSIONAL SUPPORT

EXPIRES: JUNE 30, 2018

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THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of December, 2015.

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

## **PREAMBLE**

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

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 – RECOGNITION**

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

## **ARTICLE 2 – APPLICATION OF AGREEMENT**

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

## **ARTICLE 3 – PROVINCIAL SECURITY**

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

## **ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT**

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

## **ARTICLE 5 – DEFINITIONS**

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

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

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

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

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

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

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

(c) For the purpose of this Collective Agreement, Permanent and Term Employees shall be further subdivided into the following categories:

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

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

(d) A "Casual" Employee With More than Six Months' Continuous Service is one who is employed on a casual or temporary basis for a continuous period of more than six months to respond to a temporary increase in workload or to replace an absent employee and when employed shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

(i) otherwise specifies; or

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

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

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

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

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

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

## **ARTICLE 6 – MANAGEMENT RIGHTS**

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

## **ARTICLE 7 – DISCRIMINATION**

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

## **ARTICLE 8 – STRIKES AND LOCKOUTS**

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

## **ARTICLE 9 – UNION SECURITY**

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

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

The monthly payment of deductions made shall be accompanied by a list of employees in this bargaining unit indicating the following information in respect of each employee: name, address, work location, employee number, the amounts deducted for NBUPPE dues, salary, pay step, classification and status.

The Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article. The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the Union under this Article.

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

## **ARTICLE 10 – LIAISON OFFICER**

10.01 (a) The Employer recognizes the functions of the liaison officer to include:

- (i) servicing complaints or grievances on behalf of the members of the bargaining unit;
- (ii) receiving from the Employer, information regarding Employer policies which affect employees.

(b) The Union will inform the Employer in writing, within thirty (30) days of the signing of the agreement, of the names of the liaison officer(s) for the Employer.

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

10.03 (a) The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to her liaison officer.

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

10.04 Where operational requirements permit, the Employer will grant leave with pay to liaison officer(s) to participate in liaison officer training. The Union will reimburse the Employer for such leave in accordance with 39.06.

## **ARTICLE 11 – BULLETIN BOARDS**

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

## **ARTICLE 12 – COMMUNICATIONS**

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

TO THE EMPLOYER:	Director, Labour Relations <u>Department</u> of Human Resources P.O. Box 6000 Fredericton, N.B. E3B 5H1
TO THE UNION:	The President New Brunswick Union of Public and Private Employees 217 Brunswick Street Fredericton, N.B. E3B 1G8

## **ARTICLE 13 – PRINTING OF AGREEMENT**

13.01 The Employer shall be responsible for the translation of the collective agreement. The printing of the bilingual agreement shall be the responsibility of the Union and the Employer shall reimburse the Union for twenty-five percent (25%) of the cost of printing. The translation and printing of the collective agreement shall be approved by both parties.

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

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

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

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

### **14.02 Informal Discussion**

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

### **14.03 No Intimidation Concerning Grievances**

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

### **14.04 Settling of Grievances**

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

**STEP ONE:** Within twenty (20) working days after the alleged grievance has arisen, the employee, accompanied by a member of the grievance committee and a representative of the Union if he so

desires, may take the matter up with the Director of Human Resources presenting the grievance in writing, on forms agreed upon by the Employer and the Union. Failing any written reply or satisfactory settlement within ten (10) working days, the employee may proceed to Step Two.

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

#### 14.05 Common Grievance

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

#### 14.06 Grievances Concerning Layoffs and Recall, Suspension or Discharge

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

#### 14.07 Assistance During Grievance Investigation

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

#### 14.08 Failure to Act Within Time Limits

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

#### 14.09 Mutually Agreed Changes

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

### **ARTICLE 15 – ADJUDICATION**

15.01 The provisions of the *Public Service Labour Relations Act* and Regulations governing the Adjudication of Grievances shall apply to Grievances lodged under the terms of this Agreement.

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

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

## **ARTICLE 16 – DISCIPLINE**

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

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

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

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

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

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

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

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

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

## **ARTICLE 17 – HOURS OF WORK**

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

17.02 Full-time employees who do not have unpaid separation periods during the summer, Christmas holidays or March break shall receive five (5) days off with pay per school year (July 1 to June 30) in lieu of time that is required by the Employer that exceeds the normal hours of work per week (36¼). When the time required by the employer and approved by the Superintendent or designate exceeds the equivalent of five (5) work days within the school year, that time shall be offset on an hour-by-hour basis. The five (5) days off with pay will be prorated for permanent and term part-time employees. When the time required by the employer and approved by the

Superintendent or designate exceeds the equivalent of the prorated days within the school year, that time shall be offset on an hour-by-hour basis.

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

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

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

#### **ARTICLE 18 – POSTING OF VACANCIES**

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

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

18.02 Such posting notice shall contain the following information:

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

18.03 Employees shall be selected for positions under this article on the basis of their skill, ability, and qualifications. Where skill, qualifications, and ability are relatively equal amongst the applicants, all vacancies shall be filled on the basis of seniority within the bargaining unit.

#### **ARTICLE 19 – RATE OF PAY ON PROMOTION**

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

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

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

## **ARTICLE 20 – MERITORIOUS INCREASE**

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

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

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

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

## **ARTICLE 21 – ANNIVERSARY DATE**

21.01 (a) Anniversary dates for employees may remain unchanged; or at the discretion of the Superintendent, the anniversary dates for employees in a School District office may be changed to a common date.

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

(c) Where a common anniversary date is chosen, the Superintendent may, on the first (1<sup>st</sup>) anniversary date under the changed procedure, pro-rate or delay the number of pay steps granted to an employee for the purposes of equitable implementation, as per established pro-rating procedures.

## **ARTICLE 22 – POSITION CLASSIFICATION**

### **22.01 Present Classification**

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

### **22.02 Establishment and Deletion of Classification**

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

### **22.03 Review of Classification**

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

#### 22.04 Classification Appeal Procedure

Where an employee, after following the procedure under Article 22.03 is not satisfied with the results, she may within twenty (20) days of receiving such results submit the reclassification grievance through the Labour Relations Officer. The Labour Relations Officer shall copy the grievance request and all correspondence to the Director of Human Resources of the Department of Education, the Director of Labour Relations 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 22.02 and 22.03) 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 23 – SENIORITY**

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

The unit of operation for the application of seniority shall be the School District unless otherwise specified.

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

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

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

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

- (a) the employee voluntarily leaves the service of the Employer;
- (b) the employee is discharged for just cause;
- (c) the employee is suspended for just cause, in which event the loss of seniority shall be for the period of suspension;
- (d) the employee is laid off for a period of twelve (12) months or more;
- (e) the employee accepts a position outside the bargaining unit.

23.04 Seniority Protection on Merger or Amalgamation

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

### **ARTICLE 24 – SENIORITY LIST**

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

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

## ARTICLE 25 – PROBATIONARY PERIOD

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

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

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

## ARTICLE 26 – LAYOFF AND RECALL

26.01 Layoff means an employee whose hours of work have been eliminated or reduced because of lack of work or because of the discontinuance of a function. The application of all layoff provisions shall be restricted to the School District in which the layoff occurs. The provisions of Article 26 shall only apply to full-time and part-time permanent employees who have successfully completed their initial probationary period.

Notwithstanding 26.02, where layoffs occur in the Bargaining Unit, casual, temporary, and probationary employees who have not yet completed their initial probation period shall be laid off first, in that order.

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

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

### Layoff Procedure

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

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

26.05 An employee displaced by 26.04 (a) shall have the option of 26.04 (b) or 26.04(c).

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

26.07 Any displacement under this Article is conditional upon:

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

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

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

#### Recall

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

26.10 Recall rights will lapse if the layoff lasts more than twelve (12) consecutive months without recall to a regular full-time or part-time position. Subject to Clause 26.09, no new employee will be hired until all employees on layoff have been offered a first refusal of the position or positions vacant for which they have the necessary qualifications, skills, and ability.

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

26.12 A part-time employee may be recalled to a part-time position within the School District from which they have been laid off or to any school district they have designated in writing at the time of layoff . A laid off part-time employee can only access a full time position through the posting process under Article 18.

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

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

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

26.16 Permanent Employees Engaged for the year except Summer, Christmas and March Break

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

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

(b) regular hours of work, and

(c) periods of unpaid separation for the next Christmas, March and Summer Break.

#### **ARTICLE 27 – RESIGNATIONS**

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

#### **ARTICLE 28 – VACATIONS**

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

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

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

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

28.02 An employee who commences employment

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

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

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

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

28.05 Where Emergency Leave or Sick Leave (on production of suitable proof of illness) is granted for a period during which an employee was on Vacation Leave, the period of Vacation Leave covered is reinstated to the employee.

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

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

(a) for days on which the employee is on vacation.

(b) for days on which the employee is on leave of absence with pay pursuant to the terms of this agreement.

(c) for days on which the employee is on leave without pay for Union business.

(d) for days on which the employee is on sick leave pursuant to the terms of this agreement.

(e) for a period of up to one (1) year for days absent from work while drawing Workers' Compensation benefits.

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

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

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

28.11 Length of Vacation - Employees Not Employed for 12 Months

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

(a) if he has less than one (1) calendar year's service, vacation pay at the rate of one and one-quarter (1 ¼) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30;

(b) if he has one (1) or more calendar years of service but less than eight (8) calendar years' service, vacation pay at the rate of one and one-quarter (1 ¼) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of fifteen (15) days;

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

(d) if he has twenty (20) or more calendar years of service, vacation pay at the rate of two and one-twelfth (2 1/12) days' pay at his regular rate for each calendar month of service in the twelve (12) months ending June 30 up to a maximum of twenty-five (25) days.

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

If the eighth (8<sup>th</sup>) or twentieth (20<sup>th</sup>) anniversary of the employee falls before the sixteenth (16<sup>th</sup>) of the calendar month he shall receive the higher vacation entitlement at the end of that month.

If the 8<sup>th</sup> or 20<sup>th</sup> anniversary of the employee falls after the 15<sup>th</sup> of the calendar month he shall receive the higher vacation entitlement at the end of the following month.

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, on maternity leave, or approved leave of absence without pay over fifteen (15) calendar days.

## **ARTICLE 29 – HOLIDAYS**

29.01 Holidays for employees are:

- (a) New Year's Day;
- (b) Good Friday;
- (c) Easter Monday;

- (d) the day fixed by proclamation of the Governor-In-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-In-Council as a general day of Thanksgiving;
- (i) Remembrance Day;
- (j) Christmas Day;
  - (i) when Christmas Day is a Monday, the 25th and 26th days of December, or
  - (ii) when Christmas Day is a Tuesday, the 24th, 25th, and 26th days of December, or
  - (iii) when Christmas Day is a Wednesday or Thursday, the afternoon of the 24th day and the 25th and 26th days of December, or
  - (iv) when Christmas Day is a Friday, a Saturday or a Sunday, the 24th to 27th days of December inclusive
- (k) any other day duly observed as a Provincial or National Holiday.

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

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

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

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

**ARTICLE 30 – SICK LEAVE**

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

30.02 An employee who commences employment

- (i) in the first ten (10) working days of the month accumulates sick leave credits for that month
- (ii) after the tenth (10<sup>th</sup>) working day of the month accumulates sick leave credits beginning with the following month.

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

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

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

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

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

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

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

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

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

30.09 (a) Where the employment of an employee who has been granted advanced sick leave in accordance with 30.08 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to him which has not been paid back in accordance with this Article calculated at the employee's hourly rate at the time he ceased to be an employee.

(b) The parties agree that failure to comply with 30.09 (a) above will entitle the Employer to withhold any wages or other monetary benefits, including retirement allowance, in an amount sufficient to reimburse the Employer the amount owing.

30.10 Every effort shall be made to schedule medical and dental appointments outside the hours of work. When this is not possible, time absent from work in excess of two (2) hours shall be deducted from sick leave, as per article 30.07.

## **ARTICLE 31 – MATERNITY LEAVE/PATERNITY LEAVE/CHILD CARE LEAVE**

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

31.02 Where an employee submits a medical certificate to the Employer stating that her health so requires, sick leave in accordance with the provisions of Article 30 shall be granted prior to commencement of the employee's requested maternity leave under 31.01.

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

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

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

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

31.07 (a) On the occasion of the birth of his child, a male employee shall be granted on request special leave with pay to a maximum of two (2) days. Such leave is to be taken within a reasonable period of time surrounding the arrival of the child.

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

#### 31.08 Supplementary Unemployment Benefit Plan

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

(b) After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Employment Benefit Plan for a period not to exceed seventeen (17) continuous weeks, inclusive of the two (2) week waiting period for Employment Insurance benefits.

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

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

(e) An applicant under Article (b) and (c) above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work.

Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a prorata basis.

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

#### 31.09 Child Care Leave

(a) An employee who is a natural or adoptive parent shall be granted upon request in writing child care leave without pay for a period of up to thirty-five (35) weeks. The leave may be shared by the parents or taken wholly by one (1) parent.

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

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

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

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

(f) During the period of child care leave of up to thirty-five (35) weeks only as specified in Article 31.09 (a) hereto:

(i) an employee continues to earn seniority;

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

(g) An employee granted child care leave pursuant to Article 31.09 (a) above may where permissible under the relevant benefit plans continue contributions including those of the Employer during such leave.

31.10 The total number of weeks an employee may be away from the workplace under the provisions of this Article shall not exceed fifty-two (52) weeks.

## **ARTICLE 32 – EDUCATIONAL LEAVE**

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

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

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

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

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

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

(a) The employee's salary or a part thereof;

(b) Tuition, where the claim is supported by a receipt;

(c) Travel expenses to and from the place of training once during the period of Educational Leave, in accordance with the Travel Regulations; and

(d) Other agreed expenses.

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

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

Leave of absence with pay for the purpose of taking examinations;

Payment of the expenses of taking the examinations; and

Payment of travelling expenses in accordance with the Travel Regulations.

32.06 Where Educational Leave is granted in accordance with Article 32.04, the employee shall be eligible to accumulate Sick Leave credits and Vacation Leave credits in accordance with these rules, provided that no carry-over of vacation shall be permitted where Educational Leave is granted for a period of twelve (12) months.

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

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

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

(b) The Superintendent and/or designate

(i) May assign an employee to attend a conference or seminar for a period exceeding one (1) month; and

(ii) Shall determine prior to the conference assignment what payments will be made to the employee for expenses.

### **ARTICLE 33 – EMERGENCY AND FAMILY RESPONSIBILITY LEAVE**

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

(i) where there is a serious illness in the employee's immediate family; or

(ii) where circumstances not directly attributable to the employee prevent the employee from reporting for duty.

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

Immediate family is defined as:

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

#### **ARTICLE 34 – STORM DAYS**

34.01 If an employee makes every reasonable effort to report on time for his/her regularly scheduled shift but is prevented from doing so because of a storm or hazardous road conditions, and the workplace is not closed, all time missed must be made up:

by working from home upon approval from the employer; or

by the application of vacation credits, accumulated time in excess, or a reduction in pay; or

where operational requirements permit, at a time approved by the employer.

Such requests shall not be unreasonably requested nor unreasonably denied.

34.02 If the Employer sends the employee home due to a storm or hazardous weather conditions, no time is to be made up and no salary will be lost.

34.03 An employee who is unable to come in to work despite all reasonable efforts must notify the Employer prior to the start of his shift unless circumstances prevent them from so doing.

#### **ARTICLE 35 – MISCELLANEOUS LEAVE**

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

35.02 Employees in the bargaining unit shall have the right to apply for Compassionate Care Leave without pay subject to the provisions of the *New Brunswick Employment Standards Act* as amended from time to time.

#### **ARTICLE 36 – BEREAVEMENT LEAVE**

36.01 Bereavement Leave

(a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, spouse, common law spouse, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, grandchild, sister-in-law, brother-in-law, son-in-law, daughter-in-law, without loss of regular pay for five (5) consecutive calendar days terminating no later than two (2) calendar days after the funeral, 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.

(b) An employee shall be granted bereavement leave in the event of the death of the employee's uncle or aunt, without loss of regular pay for four (4) consecutive calendar days terminating no later than two (2) calendar days after the funeral, provided pay shall not be given for any such four (4) days which falls on a holiday or which does not fall on a regular working day.

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

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

#### **ARTICLE 37 – PALLBEARER LEAVE**

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

#### **ARTICLE 38 – COURT LEAVE**

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

(a) To serve on a jury

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

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

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

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

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

#### **ARTICLE 39 – TIME OFF FOR UNION BUSINESS**

39.01 Contract Negotiation Meetings

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

39.02 Preparatory Contract Negotiation Meetings

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

39.03 Meetings between Union and Management

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

39.04 Union Executive Council Meetings, Annual General Meetings and Conventions

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

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

- (i) At least sixty (60) days notice of intention to return to work shall be given to the Employer.
- (ii) If the employee returns to work within two (2) years plus one (1) month of granting the leave of absence, then the employee shall be returned to their previously held position.
- (iii) If the employee returns to work following an absence of greater than two (2) years plus one (1) month, the employee shall be returned to the same employment status and same classification within the School District.
- (iv) Any period of orientation or re-training required to re-integrate the employee in accordance with 39.05 (ii) and (iii) above, will be paid by the Employer and the Union will reimburse the Employer.
- (v) During the period of leave the employee may, if permissible under the relevant plan, continue their contributions and, as well, pay those of the Employer.
- (vi) The employee's seniority shall continue to accrue.

39.06 In the case of leaves with pay pursuant to Articles 39.01, 39.02 and 39.04, the Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

**ARTICLE 40 – SAFETY AND HEALTH**

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

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

**ARTICLE 41 – GROUP LIFE AND LONG TERM DISABILITY INSURANCE**

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

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

## ARTICLE 42 – HEALTH AND DENTAL PLANS

### 42.01 Health and Dental Plans

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

(b) The Employer shall pay fifty percent (50%) of the cost of the existing Province of New Brunswick Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis. Upon implementation the Employer shall deduct the employee's share of the cost of the premium of the Plan when so authorized by the employee.

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

## ARTICLE 43 – INJURED ON DUTY

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

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

## ARTICLE 44 – RETIREMENT ALLOWANCE

### 44.01 Retirement Allowance

(a) Subject to the limitations in 44.01 (c)(d) and 44.02 below, when an employee with a continuous service date falling before March 31, 2016 and continuous service of five (5) years or more, dies, retires due to disability or age, the Employer shall pay such an employee or beneficiary of employee, a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay, at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

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

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

(ii) due to disability, or

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

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

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

(i) Employees with a continuous service date falling on or after March 31, 2016 are not eligible for a retirement allowance.

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

#### 44.02 Payment of Retirement Allowance

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

an immediate single lump sum payment based on the employee's full and partial years of continuous service and regular rate of pay on March 31, 2016; or

a single lump sum payment deferred to the time of the employee's retirement based on the employee's full and partial years of continuous service on March 31, 2016 and regular rate of pay at the time of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.

The immediate lump sum payment option in (a)(i) is also available to employees with a continuous service date falling before March 31, 2016 and who have not yet accumulated five years or more of continuous service.

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

To assist the employees in making their payment selection, the Employer will advise eligible employees of their full and partial years of continuous service for the purpose of calculating the retirement allowance no later than June 30, 2016.

Employees will have until September 30, 2016 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by September 30, 2016, the employee will be deemed to have deferred his/her payment until retirement.

Where an employee has elected a retirement allowance deferral in accordance with 44.02 (a) (ii) they may, at the time of retirement, request in writing payment of retirement allowance to be held over to the taxation year following the year in which the retirement allowance would normally be paid.

#### 44.03 Layoff Allowance

(a) The accumulation of service for the purpose of calculating a layoff allowance shall continue after March 31, 2016 for all employees.

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

(c) Where an employee is laid off, the layoff allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, to the employee, his beneficiary, or estate as the case may be.

## **ARTICLE 45 – TRAVEL REGULATIONS**

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

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

## **ARTICLE 46 – TRANSFER OF BENEFITS**

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

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

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

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

(d) An employee is entitled to transfer accumulated pension credits where a reciprocal agreement exists between the two (2) plans.

## **ARTICLE 47 – PART-TIME EMPLOYEES**

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

## **ARTICLE 48 – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE**

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

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

## **ARTICLE 49 – TECHNOLOGICAL CHANGE**

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

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

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

49.04 Should technological change result in layoff of an employee, the affected employee shall be laid off in accordance with Article 26 - Layoffs and Recall.

#### **ARTICLE 50 – MERGER AND AMALGAMATION**

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

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

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

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

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

#### **ARTICLE 51 – RETROACTIVITY**

51.01 Unless otherwise stated in the agreement, all new wages are retroactive to April 1, 2013.

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

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired, died or were laid off after April 1, 2013; and employees on approved leave of absence on the date of signing.

51.03 Other employees who were employed on April 1, 2013, and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Employer in which they were employed within forty-five (45) days from the date of signing of this Agreement.

51.04 Retroactivity shall not apply to persons who;

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

(b) were discharged for just cause,

(c) became employed on or after April 1, 2013 and who voluntarily left their employment prior to the date of signing of this agreement,

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

51.05 The changed provisions of this collective agreement shall be effective on the date of signing of this collective agreement unless otherwise stated in the specific article.

#### **ARTICLE 52 – DURATION AND TERMINATION**

52.01 Subject to the provisions of Article 51 of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning April 1, 2013 and ending on June 30, 2018, and shall be automatically renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

52.03 Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment or substitution thereof, or until such time as a deadlock is declared under the *Public Service Labour Relations Act*.

IN WITNESS WHEREOF the parties have signed this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

**FOR THE UNION:**

Hon. Denis Landry

Susie Proulx Daigle

Hon. Serge Rousselle

Joyce Aucoin

Dawn Myers

Annick Carruthers

Caroline Poirier

Lisa Lee

Sue Haanstra

Gina Mallard

Julie McIntyre

Rodolphe Monette

John Kowtaluk

Vickie Coté Michaud

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**SCHEDULE A**  
**PROFESSIONAL SUPPORT**  
**BI-WEEKLY RATES OF PAY**  
**EFFECTIVE APRIL 1, 2013 -SEPTEMBER 30, 2013**  
**0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1455.88									
School Psychologist I	2382.69	2489.02	2596.85	2711.80	2839.72					
School Psychologist II	2533.76	2653.06	2778.12	2905.98	3038.23					
School Psychometrist I (HC)	1455.88	1526.28	1599.61	1671.44	1753.36	1830.98				
School Psychometrist II	1763.23	1843.72	1919.91	2006.15	2088.05	2182.92				
Resident in Psychology*	1919.91	2006.15	2088.05	2182.92	2273.43	2376.96				
School Social Worker I	1668.30	1710.51	1756.74	1808.00	1860.26	1911.51	1962.77	2014.02	2069.30	2143.67
School Social Worker II	2030.10	2082.36	2135.63	2191.91	2247.18	2302.46	2356.73	2416.02	2476.32	2557.73
Speech Language Pathologists I (72.5 hrs)	2390.87	2502.58	2625.97	2743.52	2880.5	3010.68				
Speech Language Pathologists II (72.5 hrs)	2503.56	2625.97	2743.52	2880.5	3020.4	3156.41				
Speech Language Pathologists I (75 hrs)**	2473.31	2588.88	2716.52	2838.12	2979.83	3114.50				
Speech Language Pathologists II (75 hrs)**	2589.89	2716.52	2838.12	2979.83	3124.55	3265.25				
Transition to School Coordinator	1621.15	1699.49	1777.08	1860.44	1946.69	2037.20				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate*

*level 1, step H*

*After 1 year*

*may receive 1 step*

*After 2 years*

*may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter*

*may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE OCTOBER 1, 2013 - MARCH 31, 2014  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1463.16									
School Psychologist I	2394.60	2501.47	2609.83	2725.36	2853.92					
School Psychologist II	2546.43	2666.33	2792.01	2920.51	3053.42					
School Psychometrist I (HC)	1463.16	1533.91	1607.61	1679.80	1762.13	1840.13				
School Psychometrist II	1772.05	1852.94	1929.51	2016.18	2098.49	2193.83				
Resident in Psychology*	1929.51	2016.18	2098.49	2193.83	2284.80	2388.84				
School Social Worker I	1676.64	1719.06	1765.52	1817.04	1869.56	1921.07	1972.58	2024.09	2079.65	2154.39
School Social Worker II	2040.25	2092.77	2146.31	2202.87	2258.42	2313.97	2368.51	2428.10	2488.70	2570.52
Speech Language Pathologists I (72.5 hrs)	2402.82	2515.09	2639.1	2757.23	2894.91	3025.73				
Speech Language Pathologists II (72.5 hrs)	2516.08	2639.1	2757.23	2894.91	3035.5	3172.19				
Speech Language Pathologists I (75 hrs)**	2485.68	2601.82	2730.10	2852.31	2994.73	3130.07				
Speech Language Pathologists II (75 hrs)**	2602.84	2730.10	2852.31	2994.73	3140.17	3281.58				
Transition to School Coordinator	1629.26	1707.99	1785.97	1869.74	1956.42	2047.39				

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*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2014 - SEPTEMBER 30, 2014  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1470.48									
School Psychologist I	2406.57	2513.98	2622.88	2738.99	2868.19					
School Psychologist II	2559.16	2679.66	2805.97	2935.11	3068.69					
School Psychometrist I (HC)	1470.48	1541.58	1615.65	1688.20	1770.94	1849.33				
School Psychometrist II	1780.91	1862.20	1939.16	2026.26	2108.98	2204.80				
Resident in Psychology*	1939.16	2026.26	2108.98	2204.80	2296.22	2400.78				
School Social Worker I	1685.02	1727.66	1774.35	1826.13	1878.91	1930.68	1982.44	2034.21	2090.05	2165.16
School Social Worker II	2050.45	2103.23	2157.04	2213.88	2269.71	2325.54	2380.35	2440.24	2501.14	2583.37
Speech Language Pathologists I (72.5 hrs)	2414.84	2527.67	2652.29	2771.02	2909.38	3040.86				
Speech Language Pathologists II (72.5 hrs)	2528.66	2652.29	2771.02	2909.38	3050.67	3188.06				
Speech Language Pathologists I (75 hrs)**	2498.11	2614.83	2743.75	2866.57	3009.70	3145.72				
Speech Language Pathologists II (75 hrs)**	2615.85	2743.75	2866.57	3009.70	3155.87	3297.99				
Transition to School Coordinator	1637.41	1716.53	1794.90	1879.09	1966.20	2057.63				

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*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate level 1, step H*

*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE OCTOBER 1, 2014 - MARCH 31, 2015  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1477.83									
School Psychologist I	2418.60	2526.55	2635.99	2752.68	2882.53					
School Psychologist II	2571.96	2693.06	2820.00	2949.79	3084.03					
School Psychometrist I (HC)	1477.83	1549.29	1623.73	1696.64	1779.79	1858.58				
School Psychometrist II	1789.81	1871.51	1948.86	2036.39	2119.52	2215.82				
Resident in Psychology*	1948.86	2036.39	2119.52	2215.82	2307.70	2412.78				
School Social Worker I	1693.45	1736.30	1783.22	1835.26	1888.30	1940.33	1992.35	2044.38	2100.50	2175.99
School Social Worker II	2060.70	2113.75	2167.83	2224.95	2281.06	2337.17	2392.25	2452.44	2513.65	2596.29
Speech Language Pathologists I (72.5 hrs)	2426.91	2540.3	2665.55	2784.87	2923.93	3056.07				
Speech Language Pathologists II (72.5 hrs)	2541.30	2665.55	2784.87	2923.93	3065.93	3204.00				
Speech Language Pathologists I (75 hrs)**	2510.60	2627.90	2757.47	2880.90	3024.75	3161.45				
Speech Language Pathologists II (75 hrs)**	2628.93	2757.47	2880.90	3024.75	3171.65	3314.48				
Transition to School Coordinator	1645.60	1725.11	1803.87	1888.49	1976.03	2067.92				

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*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate level 1, step H*

*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2015 - SEPTEMBER 30, 2015  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1485.22									
School Psychologist I	2430.69	2539.18	2649.17	2766.44	2896.94					
School Psychologist II	2584.82	2706.53	2834.10	2964.54	3099.45					
School Psychometrist I (HC)	1485.22	1557.04	1631.85	1705.12	1788.69	1867.87				
School Psychometrist II	1798.76	1880.87	1958.60	2046.57	2130.12	2226.90				
Resident in Psychology*	1958.60	2046.57	2130.12	2226.90	2319.24	2424.84				
School Social Worker I	1701.92	1744.98	1792.14	1844.44	1897.74	1950.03	2002.31	2054.60	2111.00	2186.87
School Social Worker II	2071.00	2124.32	2178.67	2236.07	2292.47	2348.86	2404.21	2464.7	2526.22	2609.27
Speech Language Pathologists I (72.5 hrs)	2439.05	2553.01	2678.88	2798.79	2938.54	3071.35				
Speech Language Pathologists II (72.5 hrs)	2554.00	2678.88	2798.79	2938.54	3081.26	3220.02				
Speech Language Pathologists I (75 hrs)**	2523.15	2641.04	2771.26	2895.30	3039.87	3177.26				
Speech Language Pathologists II (75 hrs)**	2642.07	2771.26	2895.30	3039.87	3187.51	3331.05				
Transition to School Coordinator	1653.83	1733.74	1812.89	1897.93	1985.91	2078.26				

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*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate*

*level 1, step H*

*After 1 year*

*may receive 1 step*

*After 2 years*

*may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter*

*may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE OCTOBER 1, 2015 - MARCH 31, 2016  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1492.65									
School Psychologist I	2442.84	2551.88	2662.42	2780.27	2911.42					
School Psychologist II	2597.74	2720.06	2848.27	2979.36	3114.95					
School Psychometrist I (HC)	1492.65	1564.83	1640.01	1713.65	1797.63	1877.21				
School Psychometrist II	1807.75	1890.27	1968.39	2056.80	2140.77	2238.03				
Resident in Psychology*	1968.39	2056.80	2140.77	2238.03	2330.84	2436.96				
School Social Worker I	1710.43	1753.70	1801.10	1853.66	1907.23	1959.78	2012.32	2064.87	2121.56	2197.80
School Social Worker II	2081.36	2134.94	2189.56	2247.25	2303.93	2360.60	2416.23	2477.02	2538.85	2622.32
Speech Language Pathologists I (72.5 hrs)	2451.24	2565.78	2692.28	2812.79	2953.23	3086.71				
Speech Language Pathologists II (72.5 hrs)	2566.77	2692.28	2812.79	2953.23	3096.67	3236.12				
Speech Language Pathologists I (75 hrs)**	2535.77	2654.25	2785.12	2909.78	3055.07	3193.15				
Speech Language Pathologists II (75 hrs)**	2655.28	2785.12	2909.78	3055.07	3203.45	3347.71				
Transition to School Coordinator	1662.10	1742.41	1821.95	1907.42	1995.84	2088.65				

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*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate*

*level 1, step H*

*After 1 year*

*may receive 1 step*

*After 2 years*

*may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter*

*may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2016 - SEPTEMBER 30, 2016  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1500.11									
School Psychologist I	2455.05	2564.64	2675.73	2794.17	2925.98					
School Psychologist II	2610.73	2733.66	2862.51	2994.26	3130.52					
School Psychometrist I (HC)	1500.11	1572.65	1648.21	1722.22	1806.62	1886.60				
School Psychometrist II	1816.79	1899.72	1978.23	2067.08	2151.47	2249.22				
Resident in Psychology*	1978.23	2067.08	2151.47	2249.22	2342.49	2449.14				
School Social Worker I	1718.98	1762.47	1810.11	1862.93	1916.77	1969.58	2022.38	2075.19	2132.17	2208.79
School Social Worker II	2091.77	2145.61	2200.51	2258.49	2315.45	2372.40	2428.31	2489.41	2551.54	2635.43
Speech Language Pathologists I (72.5 hrs)	2463.50	2578.60	2705.75	2826.85	2968.01	3102.15				
Speech Language Pathologists II (72.5 hrs)	2579.61	2705.75	2826.85	2968.01	3112.15	3252.30				
Speech Language Pathologists I (75 hrs)**	2548.45	2667.52	2799.05	2924.33	3070.35	3209.12				
Speech Language Pathologists II (75 hrs)**	2668.56	2799.05	2924.33	3070.35	3219.47	3364.45				
Transition to School Coordinator	1670.41	1751.12	1831.06	1916.96	2005.82	2099.09				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate*

*level 1, step H*

*After 1 year*

*may receive 1 step*

*After 2 years*

*may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter*

*may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE OCTOBER 1, 2016 - MARCH 31, 2017  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1507.61									
School Psychologist I	2467.33	2577.46	2689.11	2808.14	2940.61					
School Psychologist II	2623.78	2747.33	2876.82	3009.23	3146.17					
School Psychometrist I (HC)	1507.61	1580.51	1656.45	1730.83	1815.65	1896.03				
School Psychometrist II	1825.87	1909.22	1988.12	2077.42	2162.23	2260.47				
Resident in Psychology*	1988.12	2077.42	2162.23	2260.47	2354.20	2461.39				
School Social Worker I	1727.57	1771.28	1819.16	1872.24	1926.35	1979.43	2032.49	2085.57	2142.83	2219.83
School Social Worker II	2102.23	2156.34	2211.51	2269.78	2327.03	2384.26	2440.45	2501.86	2564.30	2648.61
Speech Language Pathologists I (72.5 hrs)	2475.82	2591.50	2719.28	2840.99	2982.84	3117.66				
Speech Language Pathologists II (72.5 hrs)	2592.50	2719.28	2840.99	2982.84	3127.72	3268.56				
Speech Language Pathologists I (75 hrs)**	2561.19	2680.86	2813.05	2938.95	3085.70	3225.17				
Speech Language Pathologists II (75 hrs)**	2681.90	2813.05	2938.95	3085.70	3235.57	3381.27				
Transition to School Coordinator	1678.76	1759.88	1840.22	1926.54	2015.85	2109.59				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate level 1, step H*

*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2017 - SEPTEMBER 30, 2017  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1515.15									
School Psychologist I	2479.67	2590.35	2702.56	2822.18	2955.31					
School Psychologist II	2636.90	2761.07	2891.20	3024.28	3161.90					
School Psychometrist I (HC)	1515.15	1588.41	1664.73	1739.48	1824.73	1905.51				
School Psychometrist II	1835.00	1918.77	1998.06	2087.81	2173.04	2271.77				
Resident in Psychology*	1998.06	2087.81	2173.04	2271.77	2365.97	2473.70				
School Social Worker I	1736.21	1780.14	1828.26	1881.60	1935.98	1989.33	2042.65	2096.00	2153.54	2230.93
School Social Worker II	2112.74	2167.12	2222.57	2281.13	2338.67	2396.18	2452.65	2514.37	2577.12	2661.85
Speech Language Pathologists I (72.5 hrs)	2488.20	2604.45	2732.88	2855.19	2997.76	3133.26				
Speech Language Pathologists II (72.5 hrs)	2605.47	2732.88	2855.19	2997.76	3143.36	3284.91				
Speech Language Pathologists I (75 hrs)**	2574.00	2694.26	2827.12	2953.64	3101.13	3241.30				
Speech Language Pathologists II (75 hrs)**	2695.31	2827.12	2953.64	3101.13	3251.75	3398.18				
Transition to School Coordinator	1687.15	1768.68	1849.42	1936.17	2025.93	2120.14				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate level 1, step H*

*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE OCTOBER 1, 2017 - MARCH 31, 2018  
0.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1522.73									
School Psychologist I	2492.07	2603.30	2716.07	2836.29	2970.09					
School Psychologist II	2650.08	2774.88	2905.66	3039.40	3177.71					
School Psychometrist I (HC)	1522.73	1596.35	1673.05	1748.18	1833.85	1915.04				
School Psychometrist II	1844.18	1928.36	2008.05	2098.25	2183.91	2283.13				
Resident in Psychology*	2008.05	2098.25	2183.91	2283.13	2377.80	2486.07				
School Social Worker I	1744.89	1789.04	1837.40	1891.01	1945.66	1999.28	2052.86	2106.48	2164.31	2242.08
School Social Worker II	2123.30	2177.96	2233.68	2292.54	2350.36	2408.16	2464.91	2526.94	2590.01	2675.16
Speech Language Pathologists I (72.5 hrs)	2500.64	2617.47	2746.55	2869.46	3012.75	3148.93				
Speech Language Pathologists II (72.5 hrs)	2618.50	2746.55	2869.46	3012.75	3159.08	3301.33				
Speech Language Pathologists I (75 hrs)**	2586.87	2707.73	2841.26	2968.41	3116.64	3257.51				
Speech Language Pathologists II (75 hrs)**	2708.79	2841.26	2968.41	3116.64	3268.01	3415.17				
Transition to School Coordinator	1695.59	1777.52	1858.67	1945.85	2036.06	2130.74				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate*

*level 1, step H*

*After 1 year*

*may receive 1 step*

*After 2 years*

*may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter*

*may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 2018 - JUNE 29, 2018  
0.25%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1526.54									
School Psychologist I	2498.30	2609.81	2722.86	2843.38	2977.52					
School Psychologist II	2656.71	2781.82	2912.92	3047.00	3185.65					
School Psychometrist I (HC)	1526.54	1600.34	1677.23	1752.55	1838.43	1919.83				
School Psychometrist II	1848.79	1933.18	2013.07	2103.50	2189.37	2288.84				
Resident in Psychology*	2013.07	2103.50	2189.37	2288.84	2383.74	2492.29				
School Social Worker I	1749.25	1793.51	1841.99	1895.74	1950.52	2004.28	2057.99	2111.75	2169.72	2247.69
School Social Worker II	2128.61	2183.40	2239.26	2298.27	2356.24	2414.18	2471.07	2533.26	2596.49	2681.85
Speech Language Pathologists I (72.5 hrs)	2506.90	2624.02	2753.41	2876.64	3020.28	3156.80				
Speech Language Pathologists II (72.5 hrs)	2625.04	2753.41	2876.64	3020.28	3166.97	3309.59				
Speech Language Pathologists I (75 hrs)**	2593.34	2714.50	2848.36	2975.83	3124.43	3265.65				
Speech Language Pathologists II (75 hrs)**	2715.56	2848.36	2975.83	3124.43	3276.18	3423.71				
Transition to School Coordinator	1699.83	1781.96	1863.32	1950.71	2041.15	2136.07				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*  
*University Graduate level 1, step H*  
*After 1 year may receive 1 step*  
*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*  
*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**PROFESSIONAL SUPPORT  
BI-WEEKLY RATES OF PAY  
EFFECTIVE JUNE 30, 2018 (LAST DAY OF THE CONTRACT)  
2.5%**

CLASSIFICATION	A	B	C	D	E	F	G	H	I	J
Behavior Intervention Mentor	1564.70									
School Psychologist I	2560.76	2675.06	2790.93	2914.46	3051.96					
School Psychologist II	2723.13	2851.37	2985.74	3123.18	3265.29					
School Psychometrist I (HC)	1564.70	1640.35	1719.16	1796.36	1884.39	1967.83				
School Psychometrist II	1895.01	1981.51	2063.40	2156.09	2244.10	2346.06				
Resident in Psychology*	2063.40	2156.09	2244.10	2346.06	2443.33	2554.60				
School Social Worker I	1792.98	1838.35	1888.04	1943.13	1999.28	2054.39	2109.44	2164.54	2223.96	2303.88
School Social Worker II	2181.83	2237.99	2295.24	2355.73	2415.15	2474.53	2532.85	2596.59	2661.40	2748.90
Speech Language Pathologists I (72.5 hrs)	2569.56	2689.61	2822.25	2948.56	3095.79	3235.71				
Speech Language Pathologists II (72.5 hrs)	2690.67	2822.25	2948.56	3095.79	3246.14	3392.32				
Speech Language Pathologists I (75 hrs)**	2658.17	2782.36	2919.57	3050.23	3202.54	3347.29				
Speech Language Pathologists II (75 hrs)**	2783.45	2919.57	3050.23	3202.54	3358.08	3509.30				
Transition to School Coordinator	1742.33	1826.51	1909.90	1999.48	2092.18	2189.47				

\* Resident in Psychology previously titled School Psychometrist III

\*\* Employees covered by the Transfer Agreement only.

*Progression through the pay range for flexible School Social Worker level 1 and 2 classifications, based on performance*

*University Graduate level 1, step H*

*After 1 year may receive 1 step*

*After 2 years may receive 1 step; and at the discretion of the deputy head or designate, a progression to level 2, step E may be granted*

*After 3 years and thereafter may receive 1 step increase per year up to the maximum of the salary range*

**LETTER OF AGREEMENT – WORKLOAD COMMITTEE**

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

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

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

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

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

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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**FOR THE UNION:**

Susie Proulx Daigle

Joyce Aucoin

Annick Carruthers

Lisa Lee

Gina Mallard

Rodolphe Monette

Vickie Coté Michaud

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**LETTER OF AGREEMENT – TRANSFER AGREEMENT PROVISIONS**

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

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

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

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

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

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

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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**FOR THE UNION:**

Susie Proulx Daigle

Joyce Aucoin

Annick Carruthers

Lisa Lee

Gina Mallard

Rodolphe Monette

Vickie Coté Michaud

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**LETTER OF INTENT – JOINT JOB EVALUATION STUDY**

**LETTER OF INTENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND NEW BRUNSWICK UNION OF PUBLIC AND PRIVATE EMPLOYEES  
(PROFESSIONAL SUPPORT)**

**Re: Compensation/Classification review for School Psychologist I**

1. Whereas the Union has expressed concerns about the compensation of the School Psychologist I classification covered by this collective agreement, specifically with respect to the compensation of the Clinical Psychologist I classification in Part III covered by the collective agreement for Specialized Health Care Professionals; and
2. Whereas the parties are currently completing a gender-neutral joint job evaluation study in compliance with the Pay Equity Act, 2009 which will evaluate, among other jobs, the School Psychologist I in Part II and the Clinical Psychologist I in Part III and thereby provide an objective comparative evaluation of the two jobs; and
3. Whereas the pay equity study will determine any inequity between female and male dominated jobs and which jobs require wage adjustments; and
4. Whereas the results and implementation of the pay equity study may adjust the wages of the School Psychologist I relative to the Clinical Psychologist I;
5. The parties therefore agree, in the event the results and implementation of the pay equity study do not adjust the wages of the School Psychologist I relative to the Clinical Psychologist I, to conduct a compensation/classification review of the School Psychologists I classification with respect to the Clinical Psychologist I classification in accordance with the following principles:
  - a. The review will start after inequities have been determined by the Pay Equity Joint Steering Committee and the wage adjustment schedule established by Board of Management.
  - b. The job documentation and the final results of the pay equity study will be used.
  - c. A committee consisting of not more than two (2) representatives from each party shall be established plus a facilitator from the Compensation and Classification Branch of the Department of Human Resources. The Terms of Reference for the review will be developed jointly by one (1) representative from the Department of Human Resources and one (1) representative by New Brunswick Union of Public and Private Employees. By mutual agreement, this committee may call upon additional resources to address specific issues.
  - d. The committee's recommendations shall form the basis for negotiations of the next collective agreement and will be implemented starting date of signing of the next collective agreement.
  - e. The results will not create a compression or inversion issue between the School Psychologist I and School Psychologist II; an appropriate differential will be maintained between the School Psychologist I and School Psychologist II as determined by the Employer.
  - f. The cost of the review will be borne equally by the parties.
  - g. The review will be completed ninety (90) days prior to the expiration of the collective agreement.
6. It is understood the compensation and classification review will not be conducted if the implementation plan for the pay equity study results completes the wage adjustments for the School Psychologists I in Part II relative to the Clinical Psychologist I in Part III by the expiration of the current collective agreement (June 30, 2018).

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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**FOR THE UNION:**

Susie Proulx Daigle

Joyce Aucoin

Annick Carruthers

Lisa Lee

Gina Mallard

Rodolphe Monette

Vickie Coté Michaud

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**LETTER OF AGREEMENT – PREVIOUSLY EXCLUDED CASUAL EMPLOYEES**

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**Re: Terms and Conditions of Employment for Casuals Employed for less than Six (6) Continuous Months**

**A. Status of Employment**

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

As per the above, it is understood that Casual Employees who have been employed for less than (6) six continuous months do not hold permanent employment within the Public Service.

**B. Seniority**

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

A Casual Employee who has been employed for less than (6) continuous months shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of Casual Employees dated March 31 and shall make this list available to the Union during April of each year.

**C. Rate of Pay**

A Casual Employee who has been employed for less than (6) continuous months shall be paid at the highest of the following rates:

- (a) eighty percent (80%) of the minimum rate payable under the Collective Agreement for the classification in which the Casual Employee is working. Or,
- (b) the rate paid to the Casual Employee immediately prior to the commencement of this agreement.

The rate of pay for a Casual Employee who has been employed for less than (6) continuous months may be higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Employer, such higher rate is deemed necessary.

**D. Holidays**

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

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

**E. Vacation**

In addition to the applicable rate of pay,

(a) A Casual Employee With Less than Six Months Continuous Service who have less than eight years of continuous employment with the employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

(b) A Casual Employee With Less than Six Months Continuous Service who have eight or more years of continuous employment with the employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

**F. Leaves of Absence**

Casual Employees with Less than Six Months Continuous Service are entitled to leaves of absence without pay, as outlined in the *Employment Standards Act*.

**G. Applicability of the Collective Agreement**

The parties agree that the following articles of the collective agreement presently in effect between the Board of Management and the New Brunswick Union of Public and Private Employees, Professional Support Group, shall also apply to Casual Employees With Less than Six Continuous Months of Service on their first day of work:

ARTICLE 1 – RECOGNITION

ARTICLE 2 – APPLICATION OF THE COLLECTIVE AGREEMENT

ARTICLE 3 – PROVINCIAL SECURITY

ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT

ARTICLE 5 – DEFINITIONS

ARTICLE 6 – MANAGEMENT RIGHTS

ARTICLE 7 – DISCRIMINATION

ARTICLE 8 – STRIKES AND LOCKOUTS

ARTICLE 9 – UNION SECURITY

ARTICLE 10 – LIAISON OFFICER

ARTICLE 11 – BULLETIN BOARDS

ARTICLE 12 – COMMUNICATIONS

ARTICLE 13 – PRINTING OF AGREEMENT

ARTICLE 24 – SENIORITY LIST

ARTICLE 40 – SAFETY AND HEALTH

ARTICLE 45 – TRAVEL REGULATIONS

ARTICLE 48 – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE

ARTICLE 52 – DURATION AND TERMINATION

**H. Alternate Provisions for Casual Employees With Less than Six Months Continuous Service:**

In addition, the parties agree that the following articles of the collective agreement presently in effect between the Board of Management and the New Brunswick Union of Public and Private Employees, Professional Support Group, shall not apply to Casual Employees With Less than Six Months Continuous Service except where, and to the extent that, an alternative provision has been stated below:

**ARTICLE 14 – GRIEVANCE PROCEDURE**

Does not apply to Casual Employees With Less than Six Months Continuous Service. However, a casual employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

**ARTICLE 15 – ADJUDICATION**

Does not apply to Casual Employees With Less than Six Months Continuous Service. However, a casual employee shall have the right to access the adjudication procedure with respect to the interpretation, application or administration of any term or condition of employment accorded him or her under this Letter of Agreement.

**ARTICLE 16 – DISCIPLINE**

Does not apply to Casual Employees With Less than Six Months Continuous Service. Whereas a casual employee is employed on a non-permanent, temporary or sporadic basis, and does not occupy a regular or permanent position in the Public Service, the Employer may terminate the employment of a casual employee without cause at any time and the employee does not have access to the grievance procedure.

**ARTICLE 17 – HOURS OF WORK**

Does not apply to Casual Employees With Less than Six Months Continuous Service. It is understood that casual employees do not hold permanent employment within the Public Service. Casual employees are not guaranteed hours of work.

**Casual Hours of Work and Time in Excess:**

Where a Casual Employee With Less than Six Months Continuous Service is required by the Employer to work in excess of forty four (44) hours per week, he or she shall be entitled to offset time on an hour-by-hour basis.

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

**ARTICLE 18 – POSTING OF VACANCIES**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 19 – RATE OF PAY ON PROMOTION**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 20 – MERITORIOUS INCREASE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 21 – ANNIVERSARY DATE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 22 – POSITION CLASSIFICATION**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 23 – SENIORITY**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 25 – PROBATIONARY PERIOD**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 26 – LAYOFF AND RECALL**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 27 – RESIGNATIONS**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 28 – VACATION**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 29 – HOLIDAYS**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 30 – SICK LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 31– MATERNITY LEAVE/PATERNITY LEAVE/CHILD CARE LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 32 – EDUCATIONAL LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 33 – EMERGENCY LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 34 – STORM LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 35 – MISCELLANEOUS LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 36 – BEREAVEMENT LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 37 – PALLBEARER LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 38 – COURT LEAVE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 39 – TIME OFF FOR UNION BUSINESS**

Does not apply to Casual Employees With Less than Six Months Continuous Service. However, the Employer may approve up to 1 day leave without pay annually for Casual Employees With Less than Six Months Continuous Service to attend to union business, based on operational requirements and satisfactory notice period.

**ARTICLE 41 – GROUP LIFE AND LONG TERM DISABILITY INSURANCE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 42 – HEALTH AND DENTAL PLANS**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 43 – INJURED ON DUTY**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 44 – RETIREMENT ALLOWANCE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 46 – TRANSFER OF BENEFITS**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 47 – PART-TIME EMPLOYEES**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 49 – TECHNOLOGICAL CHANGE**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 50 – MERGER AND AMALGAMATION**

Does not apply to Casual Employees With Less than Six Months Continuous Service.

**ARTICLE 51 – RETROACTIVITY**

Does not apply to Casual Employees With Less than Six Months Continuous Service. However, articles 51.03 and 51.04 shall apply to Casual Employees With Less than Six Months Continuous Service.

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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**FOR THE UNION:**

Susie Proulx Daigle

Joyce Aucoin

Annick Carruthers

Lisa Lee

Gina Mallard

Rodolphe Monette

Vickie Coté Michaud

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**LETTER OF AGREEMENT – MEMBERSHIP DUES AND FEES**

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**RE: Membership Dues**

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

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015.

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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**FOR THE UNION:**

Susie Proulx Daigle

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**LETTER OF AGREEMENT – SENIORITY**

**LETTER OF AGREEMENT**

**BETWEEN**

**BOARD OF MANAGEMENT**

**AND**

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

**RE: SENIORITY**

The Employer will re-instate seniority for those employees who have lost their seniority as a result of the previous interpretation of article 23. This means that any employee who has lost seniority as a result of moving from one district to another without a break in service shall receive credit for seniority in their previous district(s).

Dated at Fredericton, this 1<sup>st</sup> day of December, 2015

**FOR THE EMPLOYER:**

Hon. Denis Landry

Hon. Serge Rousselle

Dawn Myers

Caroline Poirier

Sue Haanstra

Julie McIntyre

John Kowtaluk

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