

AGREEMENT

BETWEEN

TREASURY BOARD

AND

THE NEW BRUNSWICK COUNCIL OF SCHOOL DISTRICT UNIONS

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1253

GROUP: GENERAL LABOUR, TRADES & SERVICES, PART II

Expires: March 31, 2019

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THIS AGREEMENT made this 8<sup>th</sup> day of December, 2016.

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

AND THE CANADIAN UNION OF PUBLIC EMPLOYEES, New Brunswick Council of School District Unions, hereinafter called the "Union," party of the Second Part.

## **PREAMBLE**

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

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the mutual covenants hereinafter contained agree with the other as follows:

## **ARTICLE 1 - RECOGNITION AND NEGOTIATIONS**

### 1.01 Union Recognition and Bargaining Unit

The Employer recognizes the Union as the exclusive Bargaining Agent for all employees to whom New Brunswick Certification Order Number 028 SC 5a applies.

### 1.02 No Other Agreement

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

### 1.03 Future Legislation

Where any provision of this Agreement conflicts with the provisions of any public statute or regulation of the province, the provisions of the public statute or regulation shall prevail. In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void. In the event no agreement can be reached, the parties may submit the matter to Adjudication.

### 1.04 Application of Agreement

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

(b) Bus Drivers employed by School Districts and/or the Department of Education and Early Childhood Development during the months of July and August (at summer school and for other purposes) shall receive benefits from the Agreement as in normal work during the school year.

### 1.05 Work of the Bargaining Unit

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

Where a present position which is occupied by an employee of this Bargaining Unit becomes vacant, the Employer agrees not to use volunteers to do the functions of the vacated position. This clause shall not apply to cafeteria positions.

## **ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY**

### 2.01 Management Rights

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

### 2.02 Provincial Security

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

## **ARTICLE 3 - DISCRIMINATION**

### 3.01 No Discrimination

(a) The parties agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced for any reason.

(b) The parties recognize the right of employees to work in a harassment free environment and that harassment at the work place shall not be tolerated.

(c) An employee has the right to be accompanied by a person of their choice during the interview of the harassment process as set out in the Province of New Brunswick Workplace Harassment Policy.

## **ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF**

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

### 4.02 Check-Off

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

### 4.03 Amount of Union Dues

Before the Employer is obligated to deduct any dues under this Article, the Local Union must advise the Employer in writing of the specific amount or the percentage of regularly monthly salary to be deducted as regular monthly dues. The amount so advised shall continue to be the amount of dues to be deducted under this Article, until changed by a further written notice to the Employer signed by the President and Secretary-Treasurer of the Local Union, after which such changed amount shall be the amount to be deducted. The parties agree that no more than one change in dues will be processed during any calendar year, unless mutually agreed to by the parties. Where the amount of the dues is changed, the Employer shall implement the new amount not later than three (3) months after notification from the Local Union.

#### 4.04 Contribution Towards Union Expenses

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

#### 4.05 Deductions to be Remitted

(a) Deductions shall be made from the payroll each month for a flat rate and each pay for a percentage rate. The dues shall be remitted monthly to the Secretary-Treasurer of the Local Union no later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made as well as indicating their regular wages. The Local Union shall keep the Employer advised of the name and address of its Secretary-Treasurer.

(b) Once per year, upon request, the President of the Local Union shall be provided with lists of the name, address, telephone number, classification, work location, gender and monthly premium deductions for the health, dental and group life plans for all employees in the Bargaining Unit.

#### 4.06 Employer Harmless of Liability

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

#### 4.07 Dues Receipt

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

### ARTICLE 5 - CORRESPONDENCE

#### 5.01 Correspondence and Line of Authority

All correspondence between the Treasury Board and the Council arising out of this agreement or incidental thereto, shall pass to and from the Director, Labour Relations Services, Treasury Board and the Secretary-Treasurer of the Council. All correspondence between the Department of Education and Early Childhood Development and the Council arising out of this agreement or incidental thereto, shall pass to and from the Director of Human Resources Branch, or his/her designate, and the Secretary-Treasurer of the Council. All correspondence between the School District and the Local Union arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of the School District or his/her designate and the Recording Secretary of the Local Union and the Council.

#### 5.02 Responsible Officer of School District

The School District shall inform the Union in writing of the name of the responsible officer designated by the School District.

#### 5.03 Supervisory Role

Each Custodian shall receive their work assignments and methods of work from a designated person assigned by the School District. Every Custodian shall be notified of the name of the designated person.

## ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES

### 6.01 Establishment of Committees

The Union and the Employer acknowledge the mutual benefits to be derived from joint consultation and hereby approve the establishment of Labour-Management Committees in appropriate local work units and one on a provincial basis. The appropriate local work unit for the Labour-Management Committees meetings shall be the District. The parties agree to adopt Terms of Reference (TOR) for the District and Provincial Labour-Management Committees.

### 6.02 Matters Not Covered by Collective Agreement

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

### 6.03 Advisory Role

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

### 6.04 Meetings of Committees

The District Labour-Management Committee shall consist of one (1) person from each local Union in the District and an equal amount of representatives from the Employer. Any CUPE 1253 regional Vice-president shall be allowed to attend the District Labour Management Committee meeting as well as an equal amount of representatives from the Employer. The Provincial Committee shall consist of four (4) representatives of the negotiation team from each party. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one week in advance of the meeting.

### 6.05 Time Off with Pay to Attend Meetings

Members of the Committee shall not suffer any loss of pay as a result of Committee Meetings.

### 6.06 Minutes of Meetings

Minutes of each meeting of the Provincial and District Committee shall be prepared in duplicate and jointly signed by a representative of each party as promptly as possible after the close of the meeting. The parties are responsible to provide copies to their respective officials.

## ARTICLE 7 - GRIEVANCE PROCEDURE

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 Canadian Union of Public Employees, including Bargaining Unit stewards, when meeting with the Employer.

### 7.01 Names of Stewards

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

7.02 Grievance Committee

The Local Union shall select a Grievance Committee composed of employees in each School District, one of whom shall be Chairman. Not more than two Local Representatives shall be present when meeting at the first and second levels of the Grievance procedure.

7.03 Union Representatives

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

7.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that he/she will not leave his/her work during working hours except to perform his/her duties under this agreement. Therefore, no steward shall leave his/her work without obtaining the permission of his/her designated supervisor, if available, and such permission shall be given. If the designated supervisor is unavailable the steward shall obtain permission from the management personnel involved with the grievance, and such permission shall be given. Union to give letter of understanding that it is desirable but not necessary that stewards service the school district where they are employed.

7.05 Informal Discussion

A complaint of any nature shall normally be discussed with the employee's immediate supervisor or member of the School District's management team before a grievance is presented. Every attempt will be made to settle such complaints without making use of the grievance procedure hereinafter provided for.

7.06 No Intimidation Concerning Grievances

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

7.07 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 Local Union or Council 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/she 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 (10)-day period referred to in Step One, the employee, accompanied by the grievance committee and a representative of the Union if so desired, may take the matter up with the Superintendent. 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 (10)-day period, the matter may be referred to adjudication as provided in Article 8 (Adjudication) hereof within twenty (20) working days from the expiration of such ten (10)-day period.

7.08 Union-Employer Grievances

(a) If so required by a notice in writing from the School District delivered to the Chairman of the Grievance Committee, the Grievance Committee, within five (5) working days after delivery of such notice shall meet with the School District, a Committee thereof or any other representative of the School District designated by it, for the purpose of dealing with and disposing of any question concerning the application, interpretation or an alleged violation of this Agreement by the Union or by any member of the Union or by any employee in the Bargaining Unit.

(b) If any matter, properly the subject of a notice by the District to the Union as provided in clause 7.08(a) hereof is not disposed of to the mutual satisfaction of both parties within twenty (20) working days after delivery of a notice to a member of the grievance committee as provided in clause 7.08(a) hereof, the District may refer the matter to adjudication within ten (10) working days from the expiration of such one (1)-month period.

7.09 Common Grievance

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

7.10 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.

7.11 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.

7.12 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 clause 7.12, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.13 Technical Objections to Grievance

Subject to Section 7.12, failure to comply fully with the grievance procedure established by this Article, is not a bar to adjudication of the grievance, if the Adjudicator before whom the grievance is adjudicated is of the opinion that the other party to the grievance was not prejudiced by the failure to comply and that to bar the adjudication would be an injustice.

7.14 Mutually Agreed Changes



Where the parties (Treasury Board and N.B.C.S.D.U.) have agreed in writing to amend this agreement, such amendments shall be subject to the grievance and adjudication procedure.

7.15 Grievance Correspondence

The Union will copy the relevant School District on all grievance correspondence addressed to the Department of Education and Early Childhood Development or Treasury Board.

**ARTICLE 8 - ADJUDICATION**

8.01 Application of *Public Service Labour Relations Act*

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

8.02 Decision of Adjudicator or Board of Adjudication

An adjudicator or a board of adjudication shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provision for any existing provision nor to give any decision inconsistent with the terms thereof.

8.03 Power of Adjudicator or Adjudication Board

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

**ARTICLE 9 - NO STRIKES OR LOCKOUTS**

9.01 No Strikes or Lockouts

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

**ARTICLE 10 - DISCIPLINE AND DISCHARGE**

10.01 Discharge Procedure

No employee shall be suspended or discharged except for just cause. Where an employee is suspended or discharged, the Employer within five (5) working days of the suspension or discharge shall notify the employee in writing by registered mail or personal service stating the reason for the suspension or discharge, and a copy of such notice of suspension or discharge will be forwarded to the Secretary of the Local Union.

10.02 May Omit Grievance Steps

Where an employee alleges that he/she has been suspended or discharged in violation of Article 10.01, he/she may within twenty (20) working days of the date on which he/she was notified in writing of the reason for his/her suspension or discharge, invoke the grievance procedure including adjudication, and for the purpose of a grievance under Article 7 (Grievance Procedure) Step One of the grievance procedure shall be omitted. A copy of the grievance shall be sent to the Director of Human Resources.

10.03 Unjust Suspension or Discharge

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

#### 10.04 Evidence

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

#### 10.05 Adverse Report

When an employee is disciplined other than by suspension or discharge and a derogatory notation is to be placed against the record of an employee, such notation will be prepared in triplicate: one copy given to the employee, one copy sent to the Secretary of the Local Union, and one copy in the employee file within twenty (20) working days of the event of the complaint. The employee and the Employer shall sign the copies as receipt but said copies will not be considered an admission that such notation was justified. If this procedure is not followed, such expression of dissatisfaction shall not become part of his/her record for any use against him/her in the future. Twenty-four (24) months after any suspension or disciplinary action any letter of reprimand or adverse report shall be destroyed.

#### 10.06 Access to Personnel File

Upon request, an employee shall be given an opportunity to read his/her file four (4) times a year. Where there has been disciplinary action, documents in his/her personal file that relate to an assessment of his/her conduct or work performance the employee may see their files upon request.

#### 10.07 Right to have Steward Present

Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall so notify the employee in advance of the purpose of the interview and shall inform the employee of his/her right to have a Steward present at the interview in order that the employee may contact his/her Steward.

A C.U.P.E. staff representative shall not be denied access to meetings with the Superintendent, or any other level of management.

#### 10.08 Electronic Monitoring or Surveillance

Electronic monitoring or surveillance equipment may only be installed by the Employer to protect the Employer's premises and property, and to enhance the personal safety of employees and students. The Union shall be notified and a notice shall be posted in all workplaces in which the Employer has installed electronic monitoring or surveillance equipment. Such equipment shall not be used to conduct general, on-going supervision of employees. When alleged incidents occur other than regular work performance issues, and involve either students or staff, the Parties agree that the electronic recording can be used by the Employer for purposes of investigating the incident.

### **ARTICLE 11 - SENIORITY**

#### 11.01 Seniority Defined

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

#### 11.02 Seniority Unit

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

#### 11.03 Seniority List

The Employer shall maintain a seniority list for permanent employees and a seniority list for casual employees showing the date upon which each employee's casual service commenced and the date upon which each employee's permanent service commenced. An employee's accumulated seniority shall be his/her service in casual employment and permanent employment. The seniority lists shall show an employee's accumulated seniority, the number of accumulated sick day credits and the vacation entitlement of each employee. Up to date seniority lists as of the end of December shall be sent to the Local and posted on all bulletin boards in February of each year. The seniority of a permanent employee shall be recognized as greater than that of any casual employee.

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

#### 11.04 Calculation of Seniority - Permanent Employees

When a permanent employee has completed his/her probationary period, his/her seniority shall date back to the date on which his/her employment began.

#### 11.05 Calculation of Seniority - Casual Employees.

(a) Seniority for casual employees shall be calculated on a daily basis as follows:

During each calendar year, at any given point of time the total of his/her wages (excluding overtime pay) shall be divided by his/her hourly rate to produce the number of hours worked. The figure so arrived at will be divided by eight (8) to produce the number of working days represented by such total number of hours. For greater clarification each calculation shall be cumulative. Seniority for bus drivers shall be calculated on the basis of one (1) working day equals one (1) day's seniority, regardless of time worked. For greater clarification two hundred and fifty-two (252) working days shall constitute one year of seniority.

(b) A permanent laid off employee who has not obtained a permanent position within the eighteen (18) month layoff period shall retain all previously accumulated seniority IF she/he has worked on a casual basis during such period. After the layoff period has expired, he/she shall be considered a new employee in accordance with Article 11.08 (a) (ii). All subsequent work performed on a casual basis will be calculated according to Article 11.05 (a) and added to previously accumulated seniority.

#### 11.06 Probationary Period - Permanent and Casual Employees

(a) Probationary Period - Permanent Employees

In accordance with article 22.01(e), permanent employees shall be considered probationary during the first ninety (90) work days of employment as a permanent employee. During such probationary period the decision of the Employer as to work assignments or layoffs of the employee concerned shall be governed by the provisions of the Collective Agreement.

(b) Probationary Period - Casual Employee

Casual employees shall be considered to have completed the probationary period after the first one hundred and twenty (120) days worked of which sixty (60) days must be in a temporary assignment under Article 11.07 (a) or (c) or any single long term assignment. After having accumulated five (5) days of approved absences during the probationary period, additional days of approved absence shall extend the probationary period by a corresponding

number of days. In the event a casual employee after completion of his/her probation period obtains a permanent position, the provisions of Article 12.03 shall apply.

(c) The Employer and Union may mutually agree to extend a probationary period.

#### 11.07 Work Assignments of a Casual or Temporary Nature

(a) All work assignments of a casual or temporary nature which the Employer has determined will have an anticipated duration of a month or longer shall be offered to the senior laid off permanent employee and then to the permanent part-time employees in the District by order of seniority, provided such employees have indicated in writing their willingness to accept such work assignments and providing such employees have the minimum qualifications for the job. Should such employees refuse the work assignment, it shall be offered to the senior casual employee who has the minimum qualifications for the job.

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

(c) All work assignments of a casual or temporary nature of thirty (30) or more hours per week

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

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

shall be posted pursuant to Article 12, and filled by order of seniority, provided the employees have the minimum qualifications for the job.

A position vacated by an employee as a result of filling such a work assignment shall be offered to the first, and then the second, senior casual employee provided he/she has the minimum qualifications for the job. Should the senior casual employee, or the second senior casual employee, refuse the work assignment or is unavailable, the vacancy may be filled at the discretion of the Employer.

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

#### 11.08 Loss of Seniority

(a) An employee who:

(i) has been employed as a casual employee and has not worked during a period of more than eighteen (18) consecutive months;

(ii) has been laid off for a continuous period of more than eighteen (18) months;

(iii) has been discharged for just cause and is not reinstated;

(iv) has voluntarily left the employ of the District;

shall lose any acquired seniority and shall be reemployed only as a new employee.

(b) An employee who:

- (i) is on approved leave of absence as per leave of absence under Article 20;
- (ii) is absent from work while in receipt of benefits under clause 27.01 (Workers' Compensation); or
- (iii) is absent from work while drawing sick pay

shall retain and continue to accumulate seniority.

(c) In the case of an employee who is granted a leave of absence without pay under Article 20.12, other than Union matters, shall retain his/her seniority but will not accumulate seniority during such period of absence. Employees on leave of absence for Union matters shall retain and continue to accumulate seniority during such periods.

#### 11.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred or promoted to a position outside the Bargaining Unit without the employee's consent. Where an employee is voluntarily transferred or promoted outside the Bargaining Unit, he/she shall retain his/her seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to his/her position in the Bargaining Unit within forty (40) working days. After forty (40) working days, such an employee may return to the Bargaining Unit only under Article 12.02 (b).

#### 11.10 Seniority Protection on Merger or Amalgamation

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

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

### **ARTICLE 12 - VACANCIES**

#### 12.01 (a) Job Postings

When a vacancy occurs or promotion to any position occurs within the Bargaining Unit, or a new position within the Bargaining Unit is established, such position shall be posted with complete information within twenty (20) working days on bulletin boards in all buildings out of which employees work for a minimum period of five (5) working days and a copy of the Notice shall be sent to the Local Union. A copy of the posting shall be included with bus drivers' pay statements, accessible through a telephone messaging system or another method as agreed upon by the parties at the local level.

When more than thirty (30) additional minutes per day are allocated to a bus route which result in additional pay, the bus route shall be reposted. In the event this posting results in an employee, other than the incumbent, being granted the position, the parties agree that the incumbent shall be laid off and be entitled to exercise his/her or her rights under Article 13. For greater clarification such affected employees shall not be entitled to the 12 month salary guarantee as per article 29.04.

In the event a reclassification results in an employee, other than the incumbent, being granted the position, the parties agree that the incumbent shall be laid off and be entitled to exercise his/her rights under Article 13. The last displaced employee shall continue to be paid at his/her current hours and rate of pay for the first twelve (12) months of the eighteen (18) month layoff period.

Where operational requirements permit no outside advertisements for additional employees shall be made until five (5) working days posting has expired.

(b) Information on Postings

Such notice shall contain the following information:

- (1) Duties of the position
- (2) Essential and desired qualifications
- (3) Work location, shift and hours of work
- (4) Wage or salary rate
- (5) In the case of bus drivers, the Bus Route at the time of posting
- (6) Closing date of the competition.

12.02 Role of Seniority in Promotions and Transfers

(a) In filling job vacancies, including promotions, reclassifications, transfers and new positions, the job shall be filled within forty (40) working days of the vacancy by the senior applicant, provided he/she is able to perform the job. It is understood, that where applicable, salary adjustments shall be finalized within one month following the appointment retroactive to the date of the appointment.

(b) Should there be no successful applicant from within the Bargaining Unit, the vacancy shall be filled within thirty (30) working days after the completion of the process in 12.02 (a) , by someone outside the Bargaining Unit who will then be recognized as being a member of the Bargaining Unit.

12.03 Trial Period

(a) Where an employee is promoted, transfers laterally or changes classification by virtue of the provisions of 12.01 or 12.02 within the Bargaining Unit he/she shall have a trial period of twenty (20) working days. Only days actually worked in the new position may be considered for the purpose of completing a trial period. Subject to mutual agreement of the District and the Local, such trial period may be extended for a reasonable period of up to thirty (30) working days; and if:

- (i) he/she is not confirmed in his/her new position within such a period, or
- (ii) subject to (a) above, he/she does not wish to complete the trial period;

He/she shall revert to his/her former position and other employees shall revert as may be necessary.

When the employee reverts back within his/her trial period, the vacancy shall be filled from the original list of applicants in accordance with Article 12.

Trial Period - Casual Employees who Acquire a Permanent Position

(b) A casual employee who has completed his/her probationary period set forth in Clause 11.06(b) and who acquires a permanent position shall be subject to a trial period of twenty (20) work days, and shall not be subject to a second probationary period. Should such employee not be confirmed in his/her new position within such trial period he/she shall revert to his/her former status.

12.04 Promotions Requiring Higher Qualifications

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

12.05 Accommodation of Employees

In accordance with the *Human Rights Act*, the Employer and the Union will make every reasonable effort to provide alternate employment for an employee who is unable to perform his/her normal duties due to disability, illness or advancing years provided such alternate employment is available and such employee shall not displace an employee with more seniority.

12.06 (a) On appointment to a vacant position, the successful applicant shall be informed and his/her name shall be posted on all appropriate bulletin boards.

(b) The Union shall be notified of all appointments, leaves of absence without pay for periods of two (2) months or greater, hirings, layoffs, transfers, recalls and terminations of employment.

**ARTICLE 13 - LAYOFF AND RECALL**

13.01 (a) Layoff Procedures

(i) Employees shall be laid off in reverse order of seniority by classification as calculated under Article 11 (Seniority).

(ii) In the event of the elimination or reorganization of one or more school bus runs, any resulting elimination or reduction of regular hours of work shall affect the most junior of the school bus drivers whose runs are affected by the reorganization.

(iii) In the event of the reduction or elimination of custodial hours in a school, the most junior custodian in the school shall be affected.

(iv) Subject to (ii) above, employees engaged for ten (10) months are not entitled to bump as a result of regularly occurring school closures because their positions will resume when school re-opens.

(b) For all permanent employees, except bus drivers, any employee affected by a layoff may bump any junior employee, except a bus driver, in the Bargaining Unit within the School District provided the employee is able to perform the job.

(c) In the event of a layoff of a bus driver, the affected permanent employee may bump any junior bus driver within the School District provided the employee is able to perform the job. For the purpose of layoff, all Bus Driver classifications shall be considered as one classification.

(d) The bumping procedure found in (a) or (b) above shall be limited to a maximum of four (4) bumps and no layoff notice will be required for those employees who may be bumped. All bumps must be completed during the original layoff notice period provided for under 13.04 (a). For greater clarification it is agreed that the first two (2) bumps shall affect junior employees district-wide and the third bump shall affect the most junior employee in the Union Local where the employee affected by the second bump is a member. If applicable, the fourth bump shall affect the most junior employee in the school district. In all cases, bumping shall be confined to school district boundaries.

Employees shall exercise their options under this Article within forty-eight (48) hours of notice of layoff or displacement, excluding weekends and holidays.

(e) It is agreed that where the Local Union and School District mutually work out a different procedure than (d) above the local agreement shall apply.

(f) A layoff shall be defined as the elimination or reduction in a permanent employee's regular hours of work in order to meet the manning requirements of the Employer as per the collective agreement.

(g) The route of a school bus driver shall not be exchanged from one (1) bus driver to another prior to consultation between the parties. Where no mutual agreement can be reached, the Employer shall assign the routes. The affected employees may exercise their rights under 13.01 (c). However, they may not use those rights to return to their original runs.

13.02 Recall Procedures

Employees shall be recalled in the order of their seniority by classification as calculated under Article 11 (Seniority).

13.03 No New Employees During Layoffs

No new employees will be hired by a School District until all laid off employees in that classification have been given an opportunity for recall, to bump under Article 13.01 or to fill a job vacancy under Article 12.

13.04 Advance Notice of Layoff

(a) The Employer will notify in writing employees, who are to be laid off, not more than one (1) month and not less than two (2) weeks before the layoff is to be effective. If the employee laid off has not had the opportunity to work the scheduled work days during the term of notice, he/she shall be paid in lieu thereof for such days. This article will not apply to casual employees and probationary employees.

(b) Employees who are normally laid off at the end of the school year (during the month of June) shall receive Record of Employment Severance slips as per Employment and Immigration Canada Regulations which shall serve as layoff notice under this article and the Employer will not be required to give advance notice as per 13.04 (a).

13.05 Retention of Seniority on Layoff

In the event an employee is laid off, he/she will not lose his/her seniority and will continue to accrue in accordance with Article 11 during the layoff period.

For further clarification, laid off employees shall continue to be afforded job vacancies while they are being posted in accordance with Article 12, and work of a casual or temporary nature in accordance with Article 11.07.

13.06 The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Health and Dental Insurance for employees who are laid off for the remainder of the month of layoff and the month following. If an employee is laid off in the month of June, the Employer agrees to pay the Employer's share of these plans for the months of June, July, and August. The above is conditional on the employee maintaining his/her share of the premiums.

The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Health and Dental Insurance for employees who are on unpaid separation during the summer breaks. The above is conditional on the employee maintaining his/her share of the premiums.

**ARTICLE 14 - HOURS OF WORK**

14.01 (a) Weekly Hours of Work

The regular workweek for all classifications, with the exception of Bus Drivers, will be forty (40) hours per week. The normal work schedule shall consist of any five (5) consecutive days of work, eight (8) hours per day, and two (2) consecutive days off, unless otherwise mutually agreed. The Employer will schedule work from Monday to Friday where operational requirements permit.

(b) Compressed Workweek



Subject to the concurrence of the School District and Union for each district, employees may be allowed a compressed schedule of work hours during Christmas, March breaks and from July 1 to the first week of school upon the return of the teaching staff.

#### 14.02 Weekly Hours - Bus Drivers

(a) The regular workweek for employees in the Bus Driver A classification is regulated by the time required to complete their regular driving assignments, and other driving duties in accordance with clauses 23.05 (a) and (d) of this Agreement.

(b) The regular workweek for employees in the Bus Driver B classification is regulated by the time required to complete their regular driving assignments, plus other duties in accordance with clauses 23.05 (b) and (d) of this Agreement.

(c) The regular workweek for employees in the Bus Driver C classification is regulated by the time required to complete their regular driving assignments, plus other driving duties in accordance with clause 23.05 (c) and (d) of this Agreement.

#### 14.03 No Guarantee

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

#### 14.04 Rest Periods

Each full-time employee may take two fifteen (15) minute breaks each day at the time approved by the responsible officer designated by the Employer. Part-time employees shall be entitled to one fifteen (15) minute break each day for every four (4) hours worked.

#### 14.05 Union Meeting

An employee on a shift which would normally preclude attendance at union meetings shall be allowed to commence work earlier, or take unpaid leave, for the purpose of attending a union meeting provided he/she has so notified his/her designated supervisor prior to the shift affected. This Article does not apply to Bus Drivers and Stationary Engineers. A School District Policy mutually agreed to by the parties shall apply in lieu of the preceding.

#### 14.06 Bus Driver Commuting

(a) The Employer shall designate an overnight location where a driver shall store his/her bus and he/she shall be provided with a mode of transportation after his/her morning run which takes him/her to his/her overnight storage location and returns him/her from this location to his/her bus for the afternoon run. Upon completion of the afternoon run the driver shall store the bus overnight at the designated location.

(b) A bus driver may request permission to store his/her bus overnight in a location convenient to himself/herself. In such a case, a policy mutually agreed to by the parties shall apply in lieu of (a) above.

14.07 (a) The total number of regular custodial hours required in a school shall be allocated so that they create the maximum number of full-time positions possible. This article shall not affect present employees.

(b) Where operational requirements permit and there are no extra costs for salaries, benefits, or allowances to the Employer, the total number of regular custodial hours required in a district shall be allocated so that they create the maximum number of full-time positions possible. No employee shall be laid off by virtue of this article.

#### 14.08 Extra Use of Schools

When a school has been used by a group and the work involved in cleaning and maintaining the facility after the group's use results in extra hours of work, the provisions of Articles 15 and 23 shall apply.

Part-time employees shall be offered the "extra work" and the overtime provisions shall be effective for all hours worked in excess of eight (8) hours on a given day or in excess of forty (40) hours a week.

When a part-time employee is not available to do the extra work, preference shall be given to a casual who has seniority rights.

Nothing in this clause shall prevent the school district from assigning regular full-time custodians to perform the "extra work" at the overtime rate.

## ARTICLE 15 - OVERTIME

15.01 All work performed by employees covered by this Agreement, with the exception of Bus Drivers, in excess of their regular workweek of forty (40) hours per week or in excess of their regular eight (8) hours per day as defined in clause 14.01 of Article 14 (Hours of Work), shall be paid for at the rate of time and one-half (1 ½) the employee's regular hourly rate.

15.02 Except as provided in clause 15.08 (Extra Trips) all work performed by Bus Drivers in excess of their regular workday and/or workweek as per Article 14 (Hours of Work), and 23.05 shall be paid as follows:

All hours worked in excess of regular workday or workweek shall be compensated at the rate of time and one-half (1 ½) the hourly rate for Bus Driver A, B, and C.

15.03 Employees entitled to be paid overtime under Article 15.01 above who are called back to work before or after his/her regular working day shall be paid at one and one-half (1 ½) times his/her regular hourly rate for the first four (4) hours worked and double time for any hours in excess of four (4) hours, but in any event he/she shall be guaranteed a minimum of four (4) hours pay at his/her regular straight time hourly rate, whether work is available or not.

15.04 Payment for or Supply of Meals

Subject to Article 21.07, an employee required to work more than four (4) consecutive hours overtime shall be provided with a meal or an allowance at the rate specified in Treasury Board minutes or subsequently amended.

15.05 Where operational requirements permit, overtime and callback time shall be divided equally among the employees in the appropriate classification who have notified the Employer in writing of their willingness and availability to accept such work.

15.06 All overtime shall be authorized in advance by the responsible officer designated by the Employer.

15.07 Overtime Not Claimed

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

15.08 Where a school bus driver is required to drive an overtime run during the classroom day and will be away from home overnight, he/she will be paid the first eight 8 hours worked that day at the regular rate and all assigned hours of work thereafter at the overtime rate.

Where a school bus driver is required to drive an overtime run other than on a classroom day, all hours worked will be paid at the overtime rate up to twelve (12) hours.

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

15.10 Time Off in Lieu of Overtime

(a) When an employee requests in writing time off in lieu of overtime, it shall be taken at a time mutually agreeable to the employee and the Employer within six (6) calendar months of the date the overtime was worked, otherwise the employee shall be paid for the overtime. When time off in lieu is taken, it shall be provided at the overtime rate.

(b) An employee selecting this option may not be paid for such accumulated overtime after a Record of Employment has been issued; it must be taken as time off in lieu within the timeframe above.

**ARTICLE 16 - SHIFT PREMIUM**

Night Shift Premium

16.01 A shift premium of \$4.00 per shift will be paid to all permanent full-time employees who work a shift where fifty percent (50%) or more of the hours worked are between 4:00 p.m. and 8:00 a.m. This premium shall apply to part-time employees on a pro rata basis. Each School District shall maintain a record of shifts worked in accordance with this provision for each permanent employee affected and shall pay such permanent employee the shift premium once per year. Such shift premium shall be paid in the second pay period of November of each year for all shifts worked in the previous twelve (12) months. A permanent employee whose employment is terminated prior to November in any year shall be paid his/her accumulated shift premium with his/her final pay period.

Split-Shift Premium

16.02 Where a permanent custodian is required to work a split shift he/she shall receive a premium of four dollars (\$4.00) per shift worked. Effective April 1, 2012 the split-shift premium will be four dollars (\$4.00) per shift. A "split-shift" is a shift in which there is a break of more than one (1) non-working hour during the custodian's scheduled regular daily hours of work. For greater clarification, meal periods are considered non-working hours and shall not exceed one (1) hour per day. Each School District shall maintain a record of split shifts worked in accordance with this provision for each permanent custodian affected and shall pay such permanent custodian the split-shift premium once per year. Such split-shift premium shall be paid in the second pay period of November of each year for all split-shifts worked in the previous twelve (12) months. A permanent custodian whose employment is terminated prior to November in any year shall be paid his/her accumulated split-shift premium with his/her final pay period.

Where a custodian requests daily working hours which result in establishing a split-shift and such working hours are granted no split-shift premium shall be paid for that shift.

**ARTICLE 17 - HOLIDAYS**

17.01 (a) Paid Holidays

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

- New Year's Day;
- Good Friday;
- Easter Monday;
- Victoria Day;

Canada Day;  
New Brunswick Day;  
Labour Day;  
Thanksgiving Day;  
Remembrance Day;  
Christmas Day;  
Boxing Day; or

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

(b) (i) Where an employee is normally scheduled to work on December 24 and/or December 31, he/she shall receive his/her last four (4) working hours off with pay. However, where an employee is not scheduled to work December 24 and where December 25 falls on a Sunday or Monday an employee scheduled to work on the Friday before December 25 shall receive his/her last four (4) hours off with pay on that Friday. Where due to operational requirements it is not possible to provide these four (4) hours off an employee shall be provided four (4) hours off at a later date determined through mutual agreement between the Employer and the Employee in lieu thereof. It is a bus driver's responsibility to transport pupils to school at the beginning of the classroom day and from school at the end of the classroom day.

(ii) A part-time employee who works less than four (4) regularly scheduled hours per day shall receive his/her regular daily working hours off with pay for the purpose of applying 17.01(b)(i).

#### 17.02 Pay for Work on a Holiday

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

#### 17.03 Compensation for Holiday Falling on Scheduled Day Off

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

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

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

### ARTICLE 18 - VACATION

#### 18.01 Length of Vacation - Employees Engaged for Twelve (12) Months

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

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

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

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

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

For the purposes of this Article, a calendar year is twelve (12) months from the employee's date of hire, i.e. where an employee is hired September 1, 1990, he/she would be entitled as of September 1, 1998 to a vacation of four (4) weeks with pay at his/her regular rate for that vacation year.

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

Employees shall receive their full vacation entitlement, i.e., three (3) weeks, four (4) weeks, five (5) weeks, unless:

- (a) they do not work any time during the vacation year;
- (b) for periods of layoff;
- (c) on maternity leave;
- (d) approved leave of absence without pay over fifteen (15) calendar days;

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

#### 18.02 Length of Vacation - Employees Not Engaged for Twelve (12) Months

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

(a) if he/she 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/her regular rate for each calendar month of service in the twelve (12) months ending June 30;

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

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

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/she shall receive the higher vacation entitlement at the end of that month.

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

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

The only calendar month (January, February, etc.) an employee does not receive full vacation entitlement, i.e., one-quarter (1/4), one and two-thirds (1 2/3), or two and one-twelfths (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. For greater clarification leaves of absence for Union business, excluding a leave of absence under 20.09 (a), shall not reduce the full vacation entitlement.

#### 18.03 Holiday During Vacation

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

#### 18.04 Vacation Pay on Termination

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

#### 18.05 Vacation Scheduling

Vacation 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 as well as on the Christmas and March Breaks. Upon request and where operational requirements permit, employees may be granted up to five (5) days of their vacation, which may be taken consecutively, at a time other than mentioned above. Vacation schedules 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.

#### 18.06 Banking Vacation Credits

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

#### 18.07 Vacation Pay for Casual Employees

The casual employee shall not be entitled to vacation but shall be paid vacation pay at the rate specified in the *Employment Standards Act* of the Province of New Brunswick. Except on termination of employment or appointment to a permanent position, vacation pay for a casual employee shall be paid during July of each year. On the appointment to a permanent position the casual shall receive four percent (4%) of his/her earnings or the *Employment Standards Act* entitlement whichever is greater, of all earnings from June 30th to date of receiving permanent position. Casual employment shall not be included in any vacation entitlement or calculation under 18.01 or 18.02. Article 18 shall not be used for any purpose or reference under Article 11.

#### 18.08 Bereavement During Vacation

Where an employee is granted bereavement leave under 20.01 of the contract while on vacation, he/she shall be reinstated with those vacation credits substituted by the application of the bereavement leave entitlement. The

scheduling of these reinstated vacation credits shall be subject to the provisions of 18.05 (Vacation Scheduling) of the contract.

18.09 Illness During Vacation

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

**ARTICLE 19 - SICK LEAVE**

19.01 Sick Leave Defined

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

19.02 Amount of Sick Leave

(a) Full-time Employees - Full-time employees shall accumulate sick pay credits at the rate of one and one-half (1½) days per month for each calendar month of service up to a maximum credit of two hundred and forty (240) days. In the case of Bus Drivers the District shall calculate sick pay credits at the rate of one and one-half (1½) days for every twenty (20) working days of service up to the aforesaid maximum.

(b) Part-time Employees

- (1) Part-time employees who regularly work every working day shall accumulate sick pay credits in the same manner as full-time employees and their sick pay per day shall be the normal daily wages which they receive.
- (2) Part-time employees who do not work every working day shall accumulate sick pay credits at the rate of one and one-half (1½) days for each twenty (20) working days of service up to a maximum credit of one hundred and fifty (150) days and their sick pay per day shall be the normal daily wages which they receive.
- (3) Subject to 19.02 (b) (2), casual employees with seniority shall accumulate sick pay credits.

19.03 Computation of Sick Leave

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

(b) Employment Prior to July 1968 - A present employee who was continuously employed by a District or a predecessor District from a date prior to July 1, 1968, shall be credited with one-half (½) the sick pay credits which Article 19.02 (a) or (b) would have entitled him/her to if it had always been in force for the period of his/her continuous employment with the District or its predecessor up to and including June 30, 1968, and sick pay credits calculated in accordance with Article 19.02 (a) or (b) for the period of his/her continuous employment thereafter.

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

19.04 Deductions from Sick Leave

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

19.05 Medical Certificate

For time lost due to sickness the Employer may request a doctor's certificate from a doctor or a nurse practitioner at the time of illness and when a certificate is requested in accordance with this Article it must be submitted or time lost will be deducted from the employee's wages.

19.06 Proof of Illness

An employee who is absent from work on account of sickness who wishes to use his/her sick pay credits for such absence must notify his/her immediate superior of his/her absence as soon as possible. Upon returning to work, an employee will notify his/her Employer in writing of the number of days he/she was absent. Such notification is to be made within five (5) working days of the date he/she returned to work.

19.07 Extension of Sick Leave

An employee, who has completed his/her probationary period, who has used up his/her sick leave credits shall be granted advanced sick leave with pay for a period up to fifteen (15) days subject to the deduction of such advanced leave from any sick leave credits subsequently earned.

19.08 Payback for Unrecovered Sick Leave

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

19.09 Sick Leave Bank

The parties agree to Appendix (Sick Leave Bank).

**ARTICLE 20 - LEAVE OF ABSENCE**

20.01 Bereavement Leave

(a) An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, step-mother, step-father, spouse, common law spouse, same sex partner, 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.

(d) If the burial does not immediately follow the funeral, the employee may request in writing to use one (1) of the days of leave without loss of regular pay available under 20.01 (a), (b) or (c) at a later date to attend the burial.

#### 20.02 Pallbearer Leave

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

#### 20.03 Jury Duty

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

#### 20.04 Meeting with Employer

Where the Employer requires an employee to leave his/her job temporarily in order to meet with the Employer, such employee shall not suffer any loss of pay for the time he/she is temporarily absent from his/her job at the Employer's request and shall be paid in accordance with the applicable Treasury Board travel policy as may be amended from time to time.

#### 20.05 Examination Leave

(a) Where the District requires an employee to write examinations to assess the qualifications of the employee and the employee is required to be away from his/her job in order to write the examinations, the employee shall not suffer any loss of pay or seniority for time absent from the job to write the examinations.

(b) Courses or training required in the performance of an employee's duties shall be scheduled during regular working hours and employees shall not suffer any loss of pay or seniority for time absent from the job. Treasury Board Travel and Removal Regulations as amended from time to time shall apply for all such absences.

#### 20.06 Educational Leave

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

#### 20.07 Maternity and Child Care Leave

##### (a) Maternity Leave

- (i) In case of pregnancy, an employee shall be granted, on request an unpaid maternity leave of up to seventeen (17) weeks without pay, commencing at any time from a day, eleven (11) weeks before the specified date of delivery, to the day of actual delivery.

- (ii) Notwithstanding the above, the District reserves the right to direct an employee who is pregnant to proceed on maternity leave at any time if the condition of the employee becomes incompatible with the requirements of her job because of her pregnancy.
  - (iii) The Employer may grant an extended maternity leave at the Employer's discretion.
  - (iv) During the two (2) week waiting period prior to commencement of Employment Insurance benefits, the Employer will pay a maternity leave allowance of seventy-five percent (75%) of the employee's regular rate of pay; such maternity leave allowance will be in accordance with the Supplementary Unemployment Benefits Program. Should the employee not return to work following her maternity leave, she shall reimburse the Employer for such allowance.
  - (v) The employee shall give four (4) months notice to the Employer of the anticipated date of commencement and the duration of the maternity leave.
  - (vi) While on maternity leave, an employee shall retain her full employment status and seniority and shall accumulate seniority during such leave. On return from maternity leave the employee shall be reinstated to her position.
- (b) Child Care Leave
- (i) Upon request by the employee who is the natural parent of a newborn or unborn child or who is adopting or has adopted a child, the Employer shall grant the employee a leave of absence without pay for thirty-seven (37) consecutive weeks or such shorter period as the employee indicates so as to enable the employee to care for the child.
  - (ii) A leave of absence granted under (b)(i) shall commence no earlier than the date on which the newborn or adopted child comes into the employee's care and custody and end no later than fifty-two (52) weeks after that date. The employee who is the natural mother of a child must commence the child care leave immediately on the expiry of the maternity leave, unless the Employer and employee agree otherwise. If the newborn child is hospitalized when the maternity leave expires, the taking of the leave may be delayed.
  - (iii) An employee returning to work from child care leave shall be reinstated to his/her previously held position. While on child care leave an employee shall retain and accumulate seniority.
  - (iv) If both adopting parents are employees, the parent other than the parent requesting a leave under (a) shall be granted upon request two (2) day's leave with pay. This leave shall be deducted from the employee's accumulated sick leave. Such leave shall be extended on request up to a maximum of an additional four (4) days without pay.
- (c) Duration of Maternity and Child Care Leave
- (i) The total amount of leave that may be taken by one (1) or two (2) employees for maternity and child care leave with respect to the same birth or adoption shall not exceed fifty-two (52) weeks.

20.08 Conventions and Education Seminars

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay to not more than the number of employees set out below for each School District at the same time, for the purpose of attending the annual bargaining unit meeting, Labour conventions or seminars, provided that the Union shall have requested such leave of absence at least two (2) weeks prior to the proposed leave. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union.

DSF-S Fourteen (14) Employees at the same time, and up to twenty (20) Employees once per year  
DSF-NE Fourteen (14) Employees at the same time, and up to twenty (20) Employees once per year  
DSF-NO Seven (7) Employees at the same time, and up to ten (10) Employees once per year  
ASD-S Twenty-one (21) Employees at the same time, and up to thirty (30) Employees once per year  
ASD-N Fourteen (14) Employees at the same time, and up to twenty (20) Employees once per year  
ASD-W Twenty-one (21) Employees at the same time, and up to thirty (30) Employees once per year  
ASD-E Seven (7) Employees at the same time, and up to ten (10) Employees once per year

#### 20.09 Leave of Absence for Union Functions

(a) An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, or who is elected to public office, shall be granted leave of absence without pay by the District, without loss of seniority, for a period up to one (1) year. Such leave shall be applied for to the Employer each subsequent year.

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

#### 20.10 Grievance and Adjudication Pay Provisions

The grievor and one (1) local Union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

#### 20.11 Medical Care Leave

Leave of absence with pay may be granted for medical or dental appointments which cannot be arranged outside normal working hours.

#### 20.12 General Leave

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

#### 20.13 Emergency Leave

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

- (i) where there is a serious illness in the employee's immediate family;
- (ii) where circumstances not directly attributable to the employee prevent him/her from reporting for duty; or
- (iii) under such other circumstances as the Employer may approve.

For purposes of Article 20.13 "emergency" means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

#### 20.14 School Bus Drivers' Refresher Course

Where an employee is on any approved leave when the School Bus Drivers' Refresher Courses are being conducted in accordance with the *Education Act*, they shall not lose their driving privileges. When such employee returns to work he/she shall be given the School Bus Drivers' Refresher Course so that his/her driving privilege shall continue uninterrupted.

20.15 Storm Day

(a) An employee prevented from reporting to work because of hazardous road conditions caused by weather conditions shall report his/her absence to the Employer and suffer no loss of pay on account of such absence.

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

20.16 Upon request, the Employer may allow an employee to report to work early on a day that school is closed to students or evening activities.

20.17 Employment Standard Leaves

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

## **ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES**

21.01 Wages

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

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

(b) Any overtime worked by an employee shall be paid not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which the overtime was earned.

21.03 Acting Pay

Where an employee is temporarily assigned to substitute in or perform the principal duties of a higher paying position for a period of three (3) consecutive working days or more he/she shall receive the rate for the position and the rate shall be retroactive to the first day that he/she substituted in or performed the principal duties of the higher paying position. When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced.

21.04 Mileage Allowance

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

21.05 Block Heaters

Where the District requires Bus Drivers to use an electric block heater to plug his/her bus at home during the cold season, an allowance of one hundred and fifty dollars (\$150.00) shall be paid at the beginning of April of each year, per each block heater that the Employer requires the Bus Driver to use.

#### 21.06 Power Engineers License

An employee employed by the District on or before July 1, 1968, who holds a Power Engineer's License valid in New Brunswick but who is not classified as a Power Engineer, shall be paid an increment of thirty dollars (\$30.00) per month in addition to his/her regular wages. Employees who at any time after July 1, 1968, obtain a Power Engineer's license valid in New Brunswick at the request of the District, or if he/she is hired by the District because he/she is the holder of such license, shall also receive an increment of thirty dollars (\$30.00) per month in addition to his/her salary. Employees receiving such thirty dollars (\$30.00) per month increment may occasionally be assigned to work on boilers without being reclassified as a Power Engineer. The payment of this increment shall exclude employees who are classified as Power Engineers or School Plant Superintendents.

#### 21.07 Bus Driver Meal Allowance

A driver required to drive extra trips shall be paid in accordance with Treasury Board policy as amended from time to time. The Employer will notify the Union of changes in the policy.

#### 21.08 Driving and Medical Test

The School District agrees to reimburse out-of-pocket expenses of employees required to pass a compulsory driving test and/or medical test. This reimbursement shall include the fee for such tests and the related expenses incurred. Bus Drivers shall be allowed the use of a School Bus for renewal of a Driver's Licence upon reasonable notice and at a time when the buses can reasonably be expected to be available. For greater clarification Bus Drivers shall not be reimbursed for fees charged for initial or renewed drivers licence. The Employer shall not be responsible for reimbursement of the compulsory driving test beyond one retake of either a failed written or driving test.

#### 21.09 Retirement Allowance

(a) When an employee having seniority of five years or more retires due to illness, accident, death or age, or is laid off, the District shall pay such employee or his/her beneficiary a retirement allowance equivalent to five (5) days' pay for each full year of seniority but not exceeding one hundred and twenty-five (125) days' pay. Pay for such purpose shall be calculated at the employee's rate of remuneration at the time of his/her retirement or death and shall be paid in a lump sum.

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

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

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

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

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

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

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

#### 21.10 On Call Provisions

When an employee is designated in writing to be "on call", that is, immediately available by telephone contact or electronic paging device, he/she shall be paid straight time wages in accordance with the following schedule:

Monday to Friday inclusive	- 75¢ per hour
Saturday, Sunday or Holidays listed in Article 17.01	- \$1.00 per hour

The Employer shall designate which hours an employee is required to be "on call" and the employee shall be informed of such hours in writing prior to the period of "on call". For greater clarification an employee who is not designated to be "on call" shall not be considered to be "on call". The Employer may modify on call distribution of hours from time to time based on operational needs.

All hours actually worked by an "on call" employee shall be paid at the overtime rate in accordance with Article 15.01, of this agreement.

An employee may leave his/her employment and return home when an employee has completed the work for which he/she was called.

On call duty shall be equally divided among the qualified employees who normally perform the work.

#### 21.11 Tool Allowance

Employees in the Maintenance Repairworker I, II, III and IV and Carpenter, Building Maintenance Foreperson I and II (Non-Journeyperson and Journeyperson working in his/her trade) maintaining tool kits shall be granted an annual allowance of eighty dollars (\$80.00) for the purpose of replacing worn, broken, or stolen tools of their trade. Effective April 1<sup>st</sup>, 2006, the allowance is increased to one hundred dollars (\$100.00). The allowance shall be paid in April of each year.

#### 21.12 Dry Cleaning Allowance

(a) All employees shall receive a three hundred dollar (\$300.00) dry cleaning allowance payable January 15 of each year.

(b) The dry cleaning allowance shall be issued in a separate cheque, January 15 each year, and whereas it is a non-taxable payment in accordance with the *Income Tax Act*, no deduction shall be made therefrom.

(c) No receipt shall be requested or required for payment of said allowance.

(d) The allowance shall be made in a lump sum to all employees irrespective of the amount of time worked prior to January 15 of each year.

(e) Casual employees shall receive the lump sum dry cleaning allowance January 15 of each year based on twenty-three dollars (\$23) per month (to a maximum two hundred and seventy-five dollars (\$275) for 12 months) for each month or fraction thereof worked from January 15 the previous year.

#### 21.13 Direct Deposit

All employees' wages will be paid by direct deposit. If an error is made on a transfer the same shall be rectified by the Employer by the next pay period from the date of the reporting of such shortage.

### ARTICLE 22 - DEFINITIONS

22.01 (a) A "permanent" employee is one who is engaged either for the full year or for the period of the year during which the schools are open for their regular terms.

(b) A "full-time" employee is a permanent employee who works on a regular schedule of thirty-five (35) hours or more per week and includes Bus Drivers who are permanent employees.

(c) A "part-time" employee is one who is a permanent employee who works on a regular schedule of less than thirty-five (35) hours per week.

(d) A "casual" employee is an employee who is engaged on a day-to-day or temporary basis and when employed for a continuous period of more than one hundred and twenty (120) worked days within the District 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).

A casual employee who has been employed for a continuous period of more than one hundred and twenty (120) worked days within the District shall continue to be entitled to all the rights and benefits of the Collective Agreement in accordance with Clauses 22.01 (d) (i) and (ii) above unless he/she loses seniority by application of Sub Article 11.08.

A casual employee who has not been employed for a continuous period of more than one hundred and twenty (120) worked days within the District shall be entitled to all the rights and benefits of the Collective Agreement in accordance with Article 30.

(e) A "probationary" employee may be employed either full-time or part-time. Newly hired employees shall be considered on a probationary basis for a period of ninety (90) working days. During the probationary period, employees shall be entitled to all rights and privileges of the Agreement.

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

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

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

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

### ARTICLE 23 - CLASSIFICATION

23.01 Present Classification

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

23.02 Custodian Classifications

(a) The Custodian II classification covers:

- (i) Custodians supervising at least two (2) full-time persons or the equivalent in part-time persons; or
- (ii) Subject to any revision which the District makes as a result of recommendations of the Study Committee, established under Clause 23.06 and subject to Clause 23.02(c) of this Article, a Custodian, in charge of a school having twenty (20) or more classrooms during any work period.

For the purpose of Article 23.03(a) where a Custodian II is engaged in Supervisory functions (taking inventory, checking workloads, assigning workloads, doing emergency repairs, etc.) a reasonable allowance shall be made for supervisory functions and such time shall be subtracted from his/her workload.

(b) The Custodian I classification covers all other Custodians.

(c) For the purpose of applying Article 23, classrooms and classroom equivalency shall be calculated in each school on the following basis:

(i) To be considered a classroom:

- Instructional classrooms
- Home Economics instructional areas
- Laboratories
- Gymnasiums (double gymnasium to count as two (2))
- Kitchen areas of five hundred (500) square feet or more that are separate from the cafeteria
- Thirty-five (35) washroom fixtures (Bradley Basin represents four (4) fixtures)
- Industrial instructional areas
- Libraries (unless larger than regular seven hundred and fifty (750) square feet classroom where additional allowance will be made in accordance with "closed spaces formula")

(ii) To be considered more than one (1) classroom:

- Swimming Pools - four (4) classrooms
- Each mobile classroom shall count as one and one-half (1 ½) classrooms

(iii) Allowance shall be made for all other cleaning areas as follows:

- (1) Closed spaces (cleaning areas in and/or around fixtures, equipment or other obstacles) such as offices, washrooms, storerooms, staff rooms, shower rooms, cafeterias, auditoriums, balconies, etc., shall be tabulated on the basis of seven hundred and fifty (750) square feet being the equivalent of one (1) classroom.
- (2) Open spaces (cleaning areas which are not obstructed) such as hallways, corridors, stairways, walkways, entrances, landings, platforms, etc. shall be tabulated on the basis of one thousand five hundred (1,500) square feet being the equivalent of one classroom.



- (3) Where employees are required to perform such functions as mowing lawns, shoveling snow, removing ice from school entrances, etc., the time so spent shall be offset against his/her required workload on the basis of one (1) hour of such work equaling two (2) classrooms.
- (4) Where a custodian is assigned a workload as defined in Article 23.02 (c) and the custodian feels that the workload is unreasonable, the Local Union and the District shall meet to resolve the complaint, taking into account work routines, cleaning requirements, available cleaning equipment and products. Should the issue not be resolved, the matter may be referred to the Provincial Work Study Committee under Article 23.06.

(d) District School offices, located in school building, shall not be part of a Custodian's normal workload. Where a Custodian is assigned to such area his/her workload shall be tabulated as aforementioned.

### 23.03 Custodian Group

(a) Subject to Article 14 (Hours of Work), employees in the custodial group will continue to be classified and to perform the work assigned to them at the commencement of this Agreement as altered by the District from time to time except that subject to any revision which may result from recommendations of the Provincial Work Study Committee provided for by Clause 23.06 (Provincial Work Study Committee) no custodian will be required on a daily basis to clean and maintain more than sixteen (16) classrooms or classroom equivalents as assigned by the District. This Article shall apply on a pro-rata basis to part-time employees in that two (2) classroom equivalents = one (1) hour of work. The Employer accepts the responsibility for any changes in the level of cleanliness and maintenance resulting from the increase in the number of classroom equivalencies.

(b) No permanent custodian employed as of the date of the signing of this contract shall be laid off except in the case where a school is closed or partially closed for a school term.

(c) Subject to Article 14.04 part-time or casual employees may be employed without any full-time employees for custodian services in any school having less than sixteen (16) classrooms. Part-time or casual employees may also be employed to assist full-time employees in schools having more than sixteen (16) classrooms.

(d) The provisions of Clause 23.02 (Custodian Classifications) shall apply to the calculation of the number of classrooms under Clause 23.03(a) and (c) above.

(e) Where extra work is required of a custodial nature because of the holding of evening classes, the District will in order to comply with Article 14 (Hours of Work) provide full-time or part-time Custodians to handle such extra workload.

(f) For greater clarification any work performed over sixteen (16) classrooms or the equivalent, on a daily basis shall constitute overtime and be paid at the appropriate rate.

### 23.04 Power Engineers

(a) Subject to the recommendations of the Provincial Workload Study Committee, the Power Engineer classification covers employees employed on a job where a Power Engineer's license is required as a condition of employment and shall cover the performance of whatever custodian duties are assigned to such an employee by the District, provided that such duties shall not exceed two-thirds (2/3) of the normal duties of a Custodian and are not contrary to the *Boiler and Pressure Vessels Act* and/or Regulations.

(b) Notwithstanding clause 23.04 (a) where an employee, on the commencement of this Agreement, is employed on a job involving the operation or supervision of a boiler where a Power Engineer's license is not required, and such employee is the holder of a Power Engineer's license because such a license was required when he/she was originally assigned to such job, he/she shall be placed in the appropriate Power Engineer classification while he/she is employed on that job.

23.05 Bus Drivers

(a) The Bus Driver "A" classification covers a driver engaged to drive a school bus for the transportation of students to school at the beginning of the classroom day and from school at the end of the classroom day, and other driving duties assigned between the end of the morning run and the beginning of the afternoon run. The above assignments shall be to a total maximum of six (6) hours per day.

**The School Bus Driver "A" shall be paid for a minimum of six (6) hours per day.**

Assignments totaling more than six (6) hours within the time frames above on a normal classroom day shall be paid at the straight time rate for the first two (2) hours, and at the overtime rate thereafter. Assignments outside the time frame above on a classroom day shall be paid at the straight time rate for the first two (2) hours, and at the overtime rate thereafter, unless the hours worked on that day result in the overtime rate being reached before the two (2) hours are completed.

(b) The Bus Driver "B" classification covers a driver who performs the same service as those in the Bus Driver "A" classification and in addition a Bus Driver "B" must be available to perform further driving duties, custodial duties or any other duties assigned by the District up to a maximum of three (3) additional hours work during the classroom day up to a maximum of eight (8) hours per day. **The School Bus Driver "B" shall be paid for a minimum of eight (8) hours per day.**

(c) The Bus Driver "C" classification covers a driver who performs the same services as those in the Bus Driver "A" classification and in addition a Bus Driver "C" must be available to perform other driving duties (including transporting kindergarten, Grades 1 and 2 students home early during the classroom day) to a total maximum of seven (7) hours per day.

**The School Bus Driver "C" shall be paid for a minimum of seven (7) hours per day.**

Assignments totaling more than seven (7) hours within the time frames above on a normal classroom day shall be paid at the straight time rate for the first hour and at the overtime rate thereafter. Assignments outside the time frame above on a classroom day shall be paid at the straight time rate for the first hour and at the overtime rate thereafter, unless the hours worked on that day result in the overtime rate being reached before the hour is completed.

(d) Bus Drivers shall comply in all respect with the *Schools Act* and Regulations thereunder as in force from time to time, and such time spent shall be understood to be time worked. It is also understood that each bus driver shall be allowed one (1) hour per day to inspect and clean the school vehicle in accordance with this article, which shall also be considered to be time worked.

(e) All bus drivers hired after September 1, 1994, shall be paid for all hours worked, with a minimum payment of six (6) hours, at the straight time rate for the first eight (8) hours of work during the classroom day and at the overtime rate thereafter.

No employees holding a Bus Driver "A", "B" or "C" classification as of the signing date of the agreement shall suffer a reduction in hours (six (6) hours for classification "A", eight (8) hours for classification "B" and seven (7) hours for classification "C") as a result of the changes to 23.05 (a), (b), or (c).

(f) It is understood that should a present "C" position be vacated, the Employer may assign the early afternoon run for kindergarten, Grade 1 or 2 students to a present bus driver "A". Where the addition of these duties do not result in the six (6) hours per day being exceeded, a bus driver "A" shall retain a bus driver "A" classification

(g) The driver's salary shall be payable for a minimum thirty-nine (39) week period to be scheduled in a forty-three (43) week consecutive period during the school year. It is the Employer's intent to schedule all thirty-nine

(39) weeks on a Monday to Friday basis. Where this is not possible and where this adversely affects the employee's Employment Insurance benefits, the Employer shall pay an amount equal to such loss to the affected driver.

#### 23.06 Provincial Study Committee

(a) A Provincial Work Study Committee shall be established consisting of a maximum of three (3) persons who shall represent the Union and a maximum of three (3) persons who shall represent the Employer to determine the most equitable method of assigning work. The representatives in question shall be selected in whatever manner the Employer and the Union deem appropriate. The Committee shall convey their recommendations, as a result of their study, to the individual School Districts and Union Locals. The expenses of the Study Committee shall be borne by the respective parties.

Effective April 1, 2012: where an employee is required to leave his/her workplace to attend a meeting of the Provincial Work Study Committee as a Union Representative, he/she shall not suffer any loss of pay for the time he/she is temporarily absent. Expenses for such employee related to attending a meeting of the Provincial Work Study Committee shall be borne by the Employer, in accordance with the applicable Treasury Board travel policy as amended from time to time, up to a maximum of ten thousand dollars (\$10,000.00) per fiscal year.

(b) Where discussion at the local level and all other areas of investigation have been exhausted, the Local Union or the School District may request the assistance of the Provincial Work Study Committee. The Committee will meet within twenty (20) working days after receiving a request, or such longer period as may be agreed upon by mutual consent, provided the Committee is satisfied that all other avenues of investigation have been exhausted. The committee shall file its report and recommendations to the parties within twenty (20) working days after convening.

#### 23.07 Establishment and Deletion of Classification

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

#### 23.08 Review of Classification

When an employee requests reclassification of his/her position, such request will be forwarded to the District Superintendent with copies to the Director of Human Resources of the Department of Education and Early Childhood Development, Fredericton, N.B. and Chief Officer of Human Resources, Treasury Board and Department of Education and Early Childhood Development, Fredericton, N.B. Within forty-five (45) working days of receipt of such application, the employee will be notified in writing of the results of his/her request giving reasons for the decision. The time limits specified may be extended by mutual consent. Application forms to request a reclassification can be obtained at the School District Office.

#### 23.09 Classification Appeal Procedure

Where an employee, after following the procedure under Article 23.08 is not satisfied with the results, he/she may within ten (10) days of receiving such results submit the reclassification grievance to a single adjudicator to be agreed on at a later date.

The reference to adjudication must be sent to the Chief Officer of Human Resources, Treasury Board with a copy provided to the Director of Human Resources, Department of Education and Early Childhood Development.

The Adjudicator covering the above two Articles only (Articles 23.07 and 23.08) shall have all the powers as outlined in this Agreement, including the power to interpret the classification specifications and the provisions of the Collective Agreement.

## ARTICLE 24 – RETIREMENT AND PENSION

The parties agree to implement pension changes as outlined below. The changes in numbers 24.03 (a) 1 to 5 below shall apply to all active members as at April 1, 1998 and all new members who have joined after that date.

Any revisions to the plan text which are necessary to achieve the intent of the above changes will be submitted by the Employer to the Union in draft form, for approval by the Union, prior to being finalized.

The costs incurred by the Union for actuarial services with regard to the current round of collective bargaining shall be paid by the Employer from the fund as an expense of plan administration.

Further, it is agreed Article 24 will be amended as follows:

### 24.01 Retirement Age

Employees may retire in accordance with the Pension Plan presently in effect.

### 24.02 Definitions

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

24.03 The Pension Plan presently in effect shall continue to apply to all full-time employees of the Bargaining Unit. Effective April 1, 1998, the pension plan shall be amended in the following manner:

- (a) 1. Retirement age at 60 (voluntary) without penalty.
2. Retirement between 55 and 60 (voluntary) with penalty of 3% per year by which retirement precedes age 60, such penalty to apply to both lifetime benefits and bridging benefits. Effective January 1<sup>st</sup>, 2001, the penalty shall only apply to the lifetime benefits.
3. Bridging benefit per year of pensionable service of:
  - a. \$10.00 per month from age 60 to age 65;
  - b. \$15.00 per month from age 55 to 60.

Effective January 1<sup>st</sup>, 2001, the bridge benefit per year of pensionable service of:

- a. \$11.00 per month from age 60 to age 65;
  - b. \$15.50 per month from age 55 to 60.
4. Benefit rate of 1.75% of highest consecutive 5 year average earnings up to the YMPE, and 2% of highest consecutive 5 year average earnings in excess of YMPE, per year of pensionable service to and including December 31<sup>st</sup>, 1996.

Effective January 1<sup>st</sup>, 2001, the benefit rate is 1.90% of highest consecutive 5 year average earnings up to the YMPE, and 2% of highest consecutive 5 year average earnings in excess of YMPE, per year of pensionable service to and including December 31<sup>st</sup>, 1999.

5. Effective January 1, 2007 the benefit rate is 1.625% of highest consecutive 5 year average earnings up to the YMPE, and 2% of highest consecutive 5 year average earnings in excess of YMPE, per year of pensionable service from and including January 1, 2000 to and including December 31<sup>st</sup>, 2005.

For pensionable service after December 31, 2005, the benefit rate is 1.4% of highest consecutive 5 year average earnings up to the YMPE and 2% of highest consecutive 5 year average earnings in excess of YMPE.

The rate described in 24.03(a)(5) only applies to a member who has terminated continuous employment on or after April 1, 2005 and who is entitled to a deferred pension or is receiving an annual pension, or a contributing member.

- (b) 1. In 1998 and subsequent years up to and including 2010, surplus will be available for benefit improvements only to the extent that it exceeds the present value of 1.76% of pensionable earnings of plan members for the period from the date at which the present value is being determined up to December 31, 2010. Any such calculation of present value will be based on 1.76% of pensionable earnings of plan members at the calculation date in question, a future interest rate of 7.75% per annum and a projected future rate of earnings increase of 4.5% per annum.
2. The duties and responsibilities of the Pension Committee established under Subsection 15.04 of the Plan will be expanded to include the following:
- (i) to the extent permitted by applicable laws and regulations, to determine such changes in plan provisions (other than changes in rates of Employer contribution, or changes which would expand or decrease the employee group eligible for participation in the Plan) as may be desired to improve the benefits of any category of Members provided these changes can be paid for by existing plan surplus and/or current rates of employee and Employer contributions.  
  
Any such changes may be made only following receipt by the Committee of a written report from the Actuary which contains an assessment of the long term financial implications of the proposed changes and an opinion that, following the proposed changes, the long term financial obligations of the Plan can be met by the existing assets and by the established rates of the Employer and employee contributions-
  - (ii) to provide recommendations to Treasury Board with respect to investments and selection of investment managers.
3. Section 21.01 of the Plan will be amended to read as follows
- “Surplus funds shall not be withdrawn by the Employer under any circumstances. Surplus funds will be held in reserve and set aside for separate accounting, not to be withdrawn or used in any way to lower Employer contributions below a contribution rate of 95% of the employee contributions. Any surplus(es) will not be taken into account for any purposes unless agreed to by both parties.
4. In any valuation to be filed with Canada Customs and Revenue Agency, the Employer may establish an investment reserve to avoid contravention of Income Tax requirements with respect to excess surplus, to the extent that this is necessary to achieve the purpose of item (b) 1 above relating to reservation of surplus for subsidization of Employer future service contributions.
5. Any future changes in plan provisions determined by the Pension Committee in accordance with the expanded responsibilities described in item 2.(i) above, which result in an increase in future service cost, will be subject to establishment of a further reservation of surplus based on the same principles as applied under item (b) 1. above, unless such increase in future service cost can be met by previously agreed increases in employee contributions, or minimum Employer contributions, or both.

(c) Effective January 1, 2007 each member shall contribute to the Plan in any Plan Year, five and one-half percent (5.5%) up to the YMPE and seven percent (7%) of that portion of his/her Earnings which is in excess of the YMPE.

(d) Effective January 1, 2007 members who terminate employment and are immediately eligible upon termination of employment for the payment of an early retirement pension or normal retirement pension will no longer have the option to elect a commuted value transfer.

24.04 Pension Committee

The Employer agrees to amend the Pension Plan outlined in the Collective Agreement between the C.U.P.E. Council of School District Unions and the New Brunswick Treasury Board to revise Article 15 (2) of the Pension Plan text so that the Pensions Committee shall consist of ten (10) members, five (5) of whom shall be appointed by the Canadian Union of Public Employees.

24.05 The Pension Plan text shall be subject to collective bargaining. Changes may be made to the Pension Plan text through the collective bargaining process as agreed to by the parties, or through the Pension Committee when there is mutual agreement. The Pension Plan text, all funding contracts, and all other conjunctive documents will be made available to members of the Pension Committee.

All activities related to the operation of the Pension Plan, including all matters of decision associated with or incidental to the interpretation, application, administration and investment of the Plan will be fully reported to the members of the Pension Committee.

24.06 The Employer will make available pension coverage for part-time employees effective January 1, 1995. Coverage will be through a voluntary money purchase plan with an employee contribution rate of up to four point five percent (4.5%) of salary and matching contributions by the Employer. Plan governance will be by a committee on which CUPE 1253 will participate.

**ARTICLE 25 - GROUP LIFE INSURANCE**

25.01 (a) The Employer shall provide Group Life Insurance coverage for all permanent employees on the following basis:

GROUP LIFE INSURANCE

Basic Coverage - Compulsory  
Premiums paid 100% by the Employer -

either an addition 1 x annual salary  
or  
an addition 2 x annual salary  
or  
no additional coverage

Dependent Coverage - Optional  
Premiums paid 50% Employer/50% Employee

Spouse	\$12,000
each child	6,000

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

Basic A.D. & D. Coverage - Compulsory  
Premium paid 100% by Employer

Same as Group Life Basic Coverage  
(i.e., 1 x annual salary)

Supplementary A.D. & D. Coverage - Compulsory with Supplementary  
Group Life  
Premium paid 100% by Employee  
Same as Group Life Basic Coverage  
(i.e., 1 or 2 x annual salary)

Voluntary Program of A.D. & D. Coverage - Voluntary  
Premium paid 100% by Employee  
Coverage in units of \$10,000 up to \$300,000.

(b) Changes in coverage contributions due to changes in salary level shall become effective on the policy anniversary coincident with or next following the date of change.

(c) Changes in coverage due to changes in the number of dependents shall take effect on the date of change, subject to the following conditions:

- (1) Where the nature of the change calls for an increase in the amount of coverage, written notification to the Employer must be submitted within thirty-one (31) days of the date of change, otherwise the employee shall be required to provide satisfactory proof of insurability.
- (2) Where the nature of the change calls for a reduction in the amount of coverage, the change in coverage will be made only if a written notice of change is received by the Employer.

(d) The current level of benefits shall not be amended without agreement of the parties.

## **ARTICLE 26 - GROUP HEALTH AND DENTAL INSURANCE**

26.01 (a) It shall be voluntary to join either the Health Plan, Dental Plan or both. The Employer shall deduct the employee's share of the cost of premiums of this Plan when so authorized by employees who have completed their probationary period.

(b) Health

The present Health plan shall be cost shared on the following basis: The Employer shall pay an amount equal to seventy-five percent (75%) of the cost of the premium of the current Health Plan.

(c) Dental

The present Dental plan shall be cost shared on the following basis: The Employer shall pay an amount equal to fifty percent (50%) of the cost of the premium of the current Dental Plan.

26.02 Employee Benefit Plan Disclosure

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

26.03 Amendments of Current Level of Benefits

The current level of benefits cannot be amended without agreement of the parties.

## **ARTICLE 27 - WORKERS' COMPENSATION**

27.01 (a) For the period determined by the Workplace Health, Safety and Compensation Commission that an employee is unable to perform his/her or her normal duties because of work-related injury or illness the employee shall receive his/her regular pay from the Employer. The Employer obligation shall not be applicable once the employee is determined eligible for extended earnings loss status by the Workplace Health, Safety and Compensation Commission.

Where it is determined under the *Workers' Compensation Act* that an employee cannot or is not entitled to return to his/her position or portion thereof the employee shall be laid off and any resulting vacancy shall be posted and filled in accordance with Article 12.01. The laid off employee shall retain the rights provided in 11.07 and 13.05.

(b) Where a School Bus Driver is unable to perform his/her duties because of work-related injury or illness, and where, due to lack of work the School Bus Driver would have been laid off (July and August) such employee shall not receive his/her regular pay from the school District for this period (i.e., July and/or August).

Where it is anticipated a School Bus Driver will be on Workers' Compensation benefits during July and/or August the Employer shall notify the Workplace Health, Safety and Compensation Commission in advance.

27.02 No Charge Against Sick or Vacation Leave Credits

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

27.03 Disability Pensioners

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

## **ARTICLE 28 - SAFETY AND HEALTH**

28.01 Cooperation on Health and Safety

All proper Health and Safety devices shall be provided as per the provisions of the New Brunswick *Occupational Health and Safety Act*. Any employee coming in contact with unsafe working conditions is to report them immediately to the responsible officer designated by the District.

28.02 First Aid Kits

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

28.03 The parties agree to establish a Health and Safety Committee with equal representation. No employee who is a member of the Committee shall suffer any loss of regular pay for time spent attending meetings of the Health and Safety Committee. Any hours spent on work of the Committee outside of regular hours shall be paid for at straight time.

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

This Article shall not apply to Power Engineers.



28.05 A Summary of Workers' Compensation Reports and Accident Reports will be sent to the local Safety Committee concerned and to the Central Committee.

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

28.07 No employee shall be required to work under unsafe or unhealthy conditions. Any such conditions must be reported immediately.

28.08 An employee required to wear safety boots or safety shoes shall receive a one hundred and twenty-five dollars (\$125.00) safety footwear allowance payable at the beginning of April in each year. Employees absent for all of the previous year (April 1<sup>st</sup> to March 31<sup>st</sup>) are not entitled to this safety footwear allowance.

## ARTICLE 29 - JOB SECURITY

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

(b) (For the duration of this agreement only) With the exception of cafeteria employees, no employees other than casuals will suffer a reduction of hours of work or be laid off as a result of the Employer contracting out its work or services.

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

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

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

29.03 Contracting-out of work will not be permitted if it causes a reduction in the Bargaining Unit in a District.

29.04 Layoff Protection

(a) No employee, except bus drivers, shall be laid off during the term of this collective agreement except in the case where a school is closed or partially closed for a school term. No employee shall be laid off by a partial closure unless:

- (i) the partial closure affects eight (8) or more classroom equivalents (fifty percent (50%) of a full-time work assignment), or
- (ii) an employee currently working less than fifty percent (50%) of a full-time work assignment is the only employee affected.

(b) In the event a school is closed or partially closed, affected employees other than bus drivers, may exercise their rights under Article 13. The junior employee displaced or an employee who opts not to exercise his/her seniority rights shall continue to be paid at his/her current hours and rate of pay for the first twelve (12) months of the eighteen (18) month layoff period provided under articles 11.08 and 13.05. During such twelve (12) month period, such employees may be assigned to another school and may be assigned temporary work within his/her classification as required, including work at other schools. Where applicable, the provincial Travel Regulations will apply to such temporary assignments.

(c) When a bus run is eliminated and a driver is to be displaced, the driver may exercise his/her rights under Article 13. The junior driver displaced, or a driver who opts not to exercise his/her seniority rights, shall be assigned temporary duties within the bus driver classifications as required and shall continue to be paid at his/her current hours and rate of pay for the first twelve (12) months of the eighteen (18) month layoff period provided under articles 11.08 and 13.05. Where applicable, the provincial Travel Regulations will apply to such temporary assignments.

(d) Prior to the expiration of the twelve (12) month salary continuation period referred to in (b) or (c), the Employer shall review existing contracts within the District and where possible, modifications will be made which will allow any affected employee to maintain continuous employment.

(e) Notwithstanding Articles 11 or 13, the parties may mutually agree to apply the provisions above outside the District affected.

29.05 Where a present contracted bus run comes up for renewal, and the duties can be performed by a member of the Bargaining Unit at the same or lower cost, the run shall be afforded to the member of the Bargaining Unit.

### **ARTICLE 30 – CASUAL EMPLOYEES**

30.01 A casual worker employed on a casual or temporary basis, who has not worked for a continuous period of more than one hundred and twenty (120) worked days within the District, shall be entitled to the following rights and benefits of the Collective Agreement:

#### **PREAMBLE**

**ARTICLE 1 - RECOGNITION AND NEGOTIATIONS** (Except for 1.05)

**ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY**

**ARTICLE 3 - DISCRIMINATION**

**ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK OFF**

**ARTICLE 5 - CORRESPONDANCE**

**ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES** (Except for 6.05)

**ARTICLE 7 - GRIEVANCE PROCEDURE**

With the Exception of: Discipline, suspension and discharge of a casual employee who has not completed the probationary period as per Article 11.06(b) shall not be subject to grievance and adjudication procedure.

**ARTICLE 8 - ADJUDICATION**

With the Exception of: Discipline, suspension and discharge of a casual employee who has not completed the probationary period as per Article 11.06(b) shall not be subject to grievance and adjudication procedures.

**ARTICLE 9 - NO STRIKES AND LOCKOUTS**

**ARTICLE 10- DISCIPLINE AND DISCHARGE**

Only applicable to casual employees who have successfully completed the probationary period as per Article 11.06 (b). However, should a casual employee be terminated or disciplined during their probationary period, the Employer will provide the casual employee and the Union with reasons for termination in writing.

**ARTICLE 11 - SENIORITY** (Only 11.01, 11.02, 11.03, 11.05, 11.06(b) and (c), 11.08, 11.10 and 11.07(a) and 11.07 (c))

**ARTICLE 12 – VACANCIES** (Except for 12.04 and 12.05) [See alternate provision for 12.05]

**ARTICLE 14 - HOURS OF WORK** (Except for 14.07)

**ARTICLE 18 - VACATION** (Only 18.08)

**ARTICLE 22 - DEFINITIONS**

**ARTICLE 23 - CLASSIFICATION** (Except for 23.02 (c), 23.03, 23.05 (a), (b), (c), (f), (g), 23.07, 23.08 and 23.09)  
**ARTICLE 28 - SAFETY AND HEALTH** (Except for 28.03, 28.08)  
**ARTICLE 31 - GENERAL CONDITIONS** (Except for 31.03, 31.05)  
**ARTICLE 33 - COPIES OF THE AGREEMENT**  
**ARTICLE 34 - TECHNOLOGICAL CHANGE** (Except for 34.04)  
**ARTICLE 35 - DURATION AND TERMINATION** (Except for 35.02 and 35.03)

30.02 A casual worker employed on a casual or temporary basis, who has not worked for a continuous period of more than one hundred and twenty (120) worked days within the District, shall not be entitled to the following rights and benefits of the Collective Agreement:

**ARTICLE 13 - LAYOFF**  
**ARTICLE 16 – SHIFT PREMIUM**  
**ARTICLE 24 – RETIREMENT AND PENSION**  
**ARTICLE 25 – GROUP LIFE INSURANCE**  
**ARTICLE 26 – GROUP HEALTH AND DENTAL INSURANCE**  
**ARTICLE 27 – WORKERS’ COMPENSATION**  
**ARTICLE 29 – JOB SECURITY**  
**ARTICLE 32 – PRESENT CONDITIONS AND BENEFITS**

LOA Classification Specs  
LOA Coaching Duties  
LOA Contracting Out  
SLB Sick Leave Bank

30.03 A casual worker employed on a casual or temporary basis, who has not worked for a continuous period of more than one hundred and twenty (120) worked days within the District, shall not be entitled to the following rights and benefits of the Collective Agreement; however, the following alternate provisions will apply:

**ARTICLE 12.05**

Does not apply.

**Alternate Provision:** Casual employees who are unable to perform their duties due to disability or an illness will be accommodated in accordance with the Employer's obligation under the *Human Rights Act*.

**ARTICLE 15 – OVERTIME**

Does not apply.

**Alternate Provision:** However, casual employees having worked less than a continuous period of one hundred and twenty (120) working days shall be entitled to overtime for time worked in excess of forty four (44) hours of work per week and shall be paid the rate of one and a half (1 1/2) times the casual employee’s regular rate of pay.

**ARTICLE 17 - HOLIDAYS**

Does not apply.

**Alternate Provision:** A casual employee who has worked more than ninety (90) days during the previous twelve (12) calendar months shall receive three percent (3%) of their straight time hourly rate of pay for all hours worked in lieu of public holidays.

**ARTICLE 19 –SICK LEAVE**

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) worked days who are unavailable for work due to illness will advise the Employer when they become available for casual work.

## ARTICLE 20 – LEAVE OF ABSENCE

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) worked days that is unavailable for work due to maternity leave and/or child care leave will advise the Employer when he/she becomes available for casual work subsequent to a pregnancy or child care leave.

## ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

Does not apply.

Alternate Provision: A casual employee having worked less than a continuous period of one hundred and twenty (120) working days shall be paid at 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;  
whichever is greater.

The rate of pay for a casual employee may be at a rate higher than eighty percent (80%) of the minimum rate prescribed for the applicable classification if, in the opinion of the Deputy Head, such higher rate is deemed necessary.

## ARTICLE 31 - GENERAL CONDITIONS

### 31.01 Union Representative

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

### 31.02 Bulletin Board

Each School District shall place at the disposal of the Union a reasonable number of bulletin boards of appropriate size for the posting of Union notices exclusively.

### 31.03 Termination of Employment

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

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

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

### 31.04 Accommodations

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

### 31.05 New Employees

On commencing employment in a position within the Bargaining Unit, the employee's immediate supervisor or other representative of the Employer will introduce the new employee to their Union Steward or Representative in the establishment, as designated by the Union, or if outside of the establishment, provide the contact information for such.

The representative designated by the Local Union will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within business hours and without a loss of pay for the employee.

#### 31.06 Education Sessions

Upon reasonable notice and written request, the Union may be provided an opportunity to hold a meeting with the employees in the Bargaining Unit at the conclusion of an education session held on non-student days. Up to one (1) hour at the end of the session will be allowed for this purpose, without loss of pay to those employees in attendance and casuals required by the Employer to attend, to a maximum of their respective regular work day. Employees scheduled to work at the end of the session shall not attend this meeting. Those employees outside of the Bargaining Unit will not be in the room during the union's meeting.

#### 31.07 Work Site Access

The representative designated by the Union will be given access to work sites, in accordance with the applicable Security Policy, to meet with employees covered by this Collective Agreement during their meal and other scheduled breaks.

### **ARTICLE 32 - PRESENT CONDITIONS AND BENEFITS**

#### 32.01 Existing Greater Benefits

Where a present employee, by reason of a Collective Agreement or a written or oral contract of employment heretofore made by the Employer or any previous School District now included in the District, now enjoys wages, overtime benefits, vacation benefits, sick pay benefits, insurance benefits, and/or pension benefits more beneficial to him/her than those provided for in this Agreement, he/she shall continue to receive such greater benefits at their existing level notwithstanding any of the provisions of this Agreement.

#### 32.02 Portability of Benefits

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

32.03 If a person accepts employment into the Bargaining Unit from Part I, III or IV of the New Brunswick *Public Service Labour Relations Act* within forty-five (45) calendar days of his/her resignation date, such person shall retain the following benefits:

- (i) the retirement allowance entitlement;
- (ii) vacation rate entitlement;
- (iii) he/she shall be entitled to transfer his/her accumulated pension credits provided that a reciprocal agreement between the applicable pension plan exists;
- (iv) he/she shall be entitled to any unused sick leave credits accumulated from his/her previous Employer up to a maximum of two hundred and forty (240) days.

### **ARTICLE 33 - COPIES OF AGREEMENT**

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

(b) This Agreement shall be printed in English and French and shall be official in both languages. It is understood that both the English and French texts of this Agreement shall be official. However, when a difference of wording or interpretation arises the language used to negotiate the collective agreement will prevail.

### **ARTICLE 34 - TECHNOLOGICAL CHANGE**

#### 34.01 Definition

A change in the Employer's operation related to the introduction of equipment or materials which will result in changes in employment status or working conditions of employees.

#### 34.02 Introduction

Where technological change is to be implemented, the Employer will seek ways and means of minimizing adverse effects on employees which might result from such changes.

The Employer agrees to introduce technological change in a manner which, as much as possible, will minimize the disruptive effects on employees and services to the public.

#### 34.03 Notice

The Employer will give the Union at least six (6) months written notice of technological change except for cases of unforeseen developments prior to the date the change is to be implemented. During this period the parties will meet to discuss the steps to be taken to assist employees who could be affected.

#### 34.04 Training

If as a result of change in technology, an employee requires training, the training will be provided at the Employer's expense to the employee during the regular hours of work wherever possible without loss of pay to the employee. Where training is required outside the hours of work remuneration shall be at the employee's straight time rate.

Where training is not practicable or where after a reasonable period of training the employee(s) is/are unable to acquire sufficient competence in the affected position, such employee shall be given the option of retraining in another vacant position or a position to become vacant during the school year because of retirement or exercise his/her rights under Article 13.

### **ARTICLE 35 - DURATION AND TERMINATION**

#### 35.01 Continuation

Where a notice requesting negotiation of a new Agreement has been given, this Agreement shall remain in full force and effect until such time as agreement has been reached in respect of a renewal, amendment, or substitution hereof, until such time as the parties are authorized to declare a strike or lockout under the New Brunswick *Public Service Labour Relations Act* provided that this Agreement may be further extended from time to time by mutual agreement.

35.02 Retroactivity

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

(b) Casuals who are employed on the date of signing of the agreement (i.e. all casuals on the list of casuals who have not been terminated, removed from the list, resigned and have worked during the last eighteen (18) months are considered as being employed at the date of signing) shall make a claim by notice in writing (containing current contact information) to the district within ninety (90) days from the signing of this agreement to receive payment for the retroactive wages owing.

(c) All employees who have left the service of the School District since April 1, 2010, and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, the former employees shall make claim by notice in writing to the District which was his/her former Employer within sixty (60) days from the signing of this Agreement.

(d) The hourly rates for Bus Drivers for extra trips shall not be retroactive for services performed under Article 15 (Extra Trips for Bus Drivers) prior to the date of the signing of this Agreement.

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

35.03 With the understanding that only wages at straight time rates are retroactive, this Agreement shall be in effect from April 1, 2014, to March 31, 2019, 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.

IN WITNESS WHEREOF, the parties have signed this 8<sup>th</sup> day of December, 2016.

FOR THE UNION

FOR THE EMPLOYER

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**SCHEDULE A**

<b>CLASSIFICATION</b>	<b>Apr. 1 2014</b>	<b>Oct. 1 2014</b>	<b>Apr. 1 2015</b>	<b>Oct. 1 2015</b>	<b>Apr. 1 2016</b>	<b>Oct. 1 2016</b>	<b>Apr. 1 2017</b>	<b>Oct. 1 2017</b>	<b>Apr. 1 2018</b>	<b>Oct. 1 2018</b>
CUSTODIAN I	17.84	17.93	18.02	18.11	18.20	18.29	18.38	18.47	18.56	18.65
CUSTODIAN II	18.73	18.82	18.91	19.00	19.10	19.20	19.30	19.40	19.50	19.60
CUSTODIAL FOREPERSON	20.90	21.00	21.11	21.22	21.33	21.44	21.55	21.66	21.77	21.88
OPERATIONS WORKER	18.19	18.28	18.37	18.46	18.55	18.64	18.73	18.82	18.91	19.00
TRUCK DRIVER	18.19	18.28	18.37	18.46	18.55	18.64	18.73	18.82	18.91	19.00
GARDENER	21.94	22.05	22.16	22.27	22.38	22.49	22.60	22.71	22.82	22.93
MAINTENANCE REPAIRWORKER I (Non-Journey person)	19.28	19.38	19.48	19.58	19.68	19.78	19.88	19.98	20.08	20.18
MAINTENANCE REPAIRWORKER II (Non-Journey person)	20.18	20.28	20.38	20.48	20.58	20.68	20.78	20.88	20.98	21.08
MAINTENANCE REPAIRWORKER III (Journey person working in his trade)	23.07	23.19	23.31	23.43	23.55	23.67	23.79	23.91	24.03	24.15
MAINTENANCE REPAIRWORKER IV (Journey person working in his trade)	23.63	23.75	23.87	23.99	24.11	24.23	24.35	24.47	24.59	24.71
BUILDING MAINTENANCE FOREPERSON I (Non-Journey person)	20.67	20.77	20.87	20.97	21.07	21.18	21.29	21.40	21.51	21.62
BUILDING MAINTENANCE FOREPERSON II (Non-Journey person)	21.43	21.54	21.65	21.76	21.87	21.98	22.09	22.20	22.31	22.42

<b>CLASSIFICATION</b>	<b>Apr. 1 2014</b>	<b>Oct. 1 2014</b>	<b>Apr. 1 2015</b>	<b>Oct. 1 2015</b>	<b>Apr. 1 2016</b>	<b>Oct. 1 2016</b>	<b>Apr. 1 2017</b>	<b>Oct. 1 2017</b>	<b>Apr. 1 2018</b>	<b>Oct. 1 2018</b>
BUILDING MAINTENANCE FOREPERSON I (Journey person working in his trade)	23.24	23.36	23.48	23.60	23.72	23.84	23.96	24.08	24.20	24.32
BUILDING MAINTENANCE FOREPERSON II (Journey person working in his trade)	24.04	24.16	24.28	24.40	24.52	24.64	24.76	24.88	25.00	25.13
POWER ENGINEER I	21.83	21.94	22.05	22.16	22.27	22.38	22.49	22.60	22.71	22.82
POWER ENGINEER II	22.57	22.68	22.79	22.90	23.01	23.13	23.25	23.37	23.49	23.61
SCHOOL PLANT SUPERINTENDENT	24.03	24.15	24.27	24.39	24.51	24.63	24.75	24.87	24.99	25.11
STOREKEEPER	21.73	21.84	21.95	22.06	22.17	22.28	22.39	22.50	22.61	22.72
BUS DRIVER	19.38	19.48	19.58	19.68	19.78	19.88	19.98	20.08	20.18	20.28
BUS DRIVER A	19.38	19.48	19.58	19.68	19.78	19.88	19.98	20.08	20.18	20.28
BUS DRIVER B	19.38	19.48	19.58	19.68	19.78	19.88	19.98	20.08	20.18	20.28
BUS DRIVER C	19.38	19.48	19.58	19.68	19.78	19.88	19.98	20.08	20.18	20.28
BUS DRIVER A (weekly)	581.29	584.20	587.12	590.06	593.01	595.98	598.96	601.95	604.96	607.98
BUS DRIVER B (weekly)	775.06	778.94	782.83	786.74	790.67	794.62	798.59	802.58	806.59	810.62
BUS DRIVER C (weekly)	678.17	681.56	684.97	688.39	691.83	695.29	698.77	702.26	705.77	709.30

## SICK LEAVE BANK APPENDIX

The parties agree to the establishment of a sick leave bank to cover employees under certification order number 028 SC 5a on the following basis:

- (a) Upon the signing of this Collective Agreement, and again each following year on the same date, every employee shall contribute one-half (½) day from his/her unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank. The Sick Leave Bank shall be divided by School District. The amount of days credited to each School District will be equal to the total amount deposited by employees of each respective School District.
- (b) Applications for an allotment from the number of days credited to a School District may be made by an employee who through illness has utilized all his/her sick leave credits accumulated under Article 19.02, and the fifteen (15) days of advanced sick leave available under Article 19.07. In no case shall an applicant be required to use any vacation entitlement in order to apply for Sick Leave Bank benefits.

Employees will be granted sick leave from the number of days credited to the School District from the Bank upon production of the appropriate medical certification and approval of the Sick Leave Bank Committee.

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

- (i) Applicants who have fulfilled the requirements of the above may be granted credit from the Sick Leave Bank for up to a maximum of fifteen (15) days.
- (ii) Should an applicant's illness dictate a further absence from work beyond this fifteen (15) day allotment, that employee will be advised to apply for the fifteen (15) week Employment Insurance Sick Leave Benefit.
- (iii) An employee who has exhausted the benefits available under (i) and (ii) above may reapply for a further fifteen (15) days credit from the Sick Leave Bank.

For clarification purposes, no further replenishment shall be allowed for a School District, even if other School Districts still have credited days left from the Bank.

- (c) To be eligible an employee must be disabled to the extent that he/she is unable to perform the normal duties of his/her own position or any position made available to the employee that he/she is able to perform. Where such a position is made available and the rate of pay is less than the employee's rate in his/her own position he/she shall retain the rate of the position he/she held before the disability.
- (d) Upon the signing of the Collective Agreement the Administrators shall be advised by the Employer in writing of the amount of Sick Leave accrued to the Bank.

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

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

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

Except in the case where the Sick Leave Bank Committee is required to make a decision that a "hardship case" exists as outlined under (b) above, all other disputes in regard to the administration of the Sick Bank as defined

herein shall be submitted to the undersigned persons to act as a sole Adjudicator who shall have the power to make a final and binding decision on a dispute under this Article.

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

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

UNION NOMINEE

TREASURY BOARD NOMINEE

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

FOR THE UNION

FOR THE EMPLOYER

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**LETTER OF AGREEMENT**

Re: Bus Driver Coaching Duties

Bus Drivers who are required to provide Bus Driver coaching duties by the District will be temporarily assigned such duties for a period to be determined by the District of no less than three (3) consecutive months during the school year.

Such temporary assignments shall be posted with complete information on bulletin boards in all buildings out of which employees work for a minimum period of five (5) working days, and a copy of the Notice shall be sent to the Local Union. A copy of the posting shall be included with bus drivers' pay cheques, accessible through a telephone messaging system or another method as agreed upon by the parties at the local level. Bus Drivers may submit their applications for a temporary assignment, which will be awarded to the senior applicant, provided he/she is able to perform the duties and has the essential qualifications outlined in the Appendix A of the Bus Driver job specification.

Effective on the date of signing of the new agreement and for the remaining life of this agreement employees assigned to provide Bus Driver coaching duties shall receive a premium of one dollar (\$1.00) per hour for all hours worked during the period of the temporary assignment. The overtime rate will apply to the Bus Driver's regular hourly rate, but not to the premium of one dollar (\$1.00) per hour for the temporary assignment. Article 21.03 Acting Pay does not apply to the temporary assignment covered by this Letter of Agreement.

Effective date of signing of the collective agreement and on a go-forward basis only, the one dollar (\$1.00) per hour premium will be considered supplementary pay for pension purposes and Earnings as defined in the Pension Plan Text. Premiums earned prior to date of signing of the collective agreement will not be pensionable.

IN WITNESS WHEREOF, the Parties have signed this 8<sup>th</sup> day of December, 2016.

FOR THE UNION

FOR THE EMPLOYER

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**LETTER OF INTENT  
BETWEEN  
BOARD OF MANAGEMENT  
AND  
THE NEW BRUNSWICK COUNCIL OF SCHOOL DISTRICT UNIONS  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1253**

Re: Classification Specifications for classifications unoccupied at date of signing

The parties agree that the following classifications are unoccupied at the date of signing, and that if any of the following classifications become occupied after signing the classification specifications will be updated and the wage rate negotiated as required.

- 0445-281      Automotive Shop Superintendent
- 0457-281      Cook
- 0441-281      Driver Mechanic I
- 0442-281      Driver Mechanic II
- 0443-281      Driver Mechanic III
- 0451-281      Food Service Worker
- 0444-281      School Bus Mechanic
- 0455-281      School Cafeteria Supervisor
- 0452-281      School Cafeteria Worker
- 0526-281      Security Guard
- 0466-281      Gardener

Dated this 8<sup>th</sup> day of December, 2016.

FOR THE UNION

FOR THE EMPLOYER

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LETTER OF AGREEMENT  
BETWEEN  
HER IN RIGHT OF PROVINCE OF NEW BRUNSWICK  
AS REPRESENTED BY TREASURY BOARD  
AND  
THE NEW BRUNSWICK COUNCIL OF SCHOOL DISTRICT UNION  
CANADIAN UNION OF PUBLIC EMPLOYEE, LOCAL 1253

In recognition of the productivity improvements agreed to by the parties, and notwithstanding Article 29 (Job Security) of the Collective Agreement, the Employer hereby undertakes to refrain from the exercise of its legislated right under section 6(2), or any other section, of the *Public Service Relations Act* to contract out any new bus runs or custodial services during the term of the Collective Agreement (April 1, 2014 to March 31, 2019). This undertaking does not affect existing contracted-out services.

This undertaking also does not affect vehicles commonly known as “feeder runs” or taxis, nor buildings that are or may be leased during the term of the Collective Agreement.

This undertaking is recognized and acknowledged by the parties as an obligation relating to the application and administration of the new Collective Agreement.

Dated this 8<sup>th</sup> day of December, 2016.

FOR THE UNION

FOR THE EMPLOYER

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