

Collective Agreement

between

**New Brunswick Community College
and the
New Brunswick Union of
Public and Private Employees**

Group: Education (Instructional)
Expires: July 31, 2020



Table of Contents

PREAMBLE	2
ARTICLE 1 – RECOGNITION	2
ARTICLE 2 – APPLICATION OF AGREEMENT.....	2
ARTICLE 3 – PROVINCIAL SECURITY	2
ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT.....	3
ARTICLE 5 – DEFINITIONS	3
ARTICLE 6 – MANAGEMENT RIGHTS	5
ARTICLE 7 – DISCRIMINATION	5
ARTICLE 8 – STRIKES AND LOCKOUTS	5
ARTICLE 9 – UNION SECURITY	6
ARTICLE 10 – UNION STEWARD.....	7
ARTICLE 11 – UNION NOTICES	8
ARTICLE 12 – COMMUNICATIONS	8
ARTICLE 13 – PRINTING OF AGREEMENT	8
ARTICLE 14 – DISPUTE RESOLUTION	9
ARTICLE 15 – ADJUDICATION	12
ARTICLE 16 – DISCIPLINE	13
ARTICLE 17 – HOURS OF WORK/WORKLOAD.....	15
ARTICLE 18 – INSTRUCTIONAL YEAR	17
ARTICLE 19 – NON-INSTRUCTIONAL TIME.....	17
ARTICLE 20 – PAYMENT OF WAGES	19
ARTICLE 21 – RATE OF PAY ON TRANSFER	20
ARTICLE 22 – PREMIUM PAY/ACTING PAY/INSTRUCTIONAL ALLOWANCES.....	20
ARTICLE 23 – MEMBERSHIP DUES AND FEES	23
ARTICLE 24 – PART-TIME EMPLOYEE PROVISIONS	24
ARTICLE 25 – POSTING OF VACANCIES	25
ARTICLE 26 – ANNIVERSARY DATE	25
ARTICLE 27 – POSITION CLASSIFICATION	26
ARTICLE 28 – SENIORITY	26
ARTICLE 29 – SENIORITY LIST	27
ARTICLE 30 – PROBATIONARY PERIOD	28
ARTICLE 31 – LAYOFF AND RECALL	28
ARTICLE 32 – TERMINATION OF EMPLOYMENT.....	30
ARTICLE 33 – VACATION	31
ARTICLE 34 – HOLIDAYS	32
ARTICLE 35 – SICK LEAVE	33
ARTICLE 36 – MATERNITY/PATERNITY/CHILD CARE/ADOPTION LEAVE	35
ARTICLE 37 – EMERGENCY/MISCELLANEOUS LEAVE	39
ARTICLE 38 – BEREAVEMENT LEAVE.....	40
ARTICLE 39 – PALLBEARER LEAVE	40
ARTICLE 40 – COURT LEAVE	41
ARTICLE 41 – EDUCATIONAL LEAVES	41
ARTICLE 42 – INSTRUCTIONAL DEVELOPMENT PROGRAM	45
ARTICLE 43 – TIME OFF FOR UNION BUSINESS	45
ARTICLE 44- HEALTH AND SAFETY	47
ARTICLE 45 – HEALTH, DENTAL AND GROUP LIFE INSURANCE PLANS	47
ARTICLE 46 – INJURED ON DUTY	48
ARTICLE 47 – RETIREMENT	48

ARTICLE 48 – DISCONTINUANCE OF RETIREMENT ALLOWANCE49
ARTICLE 49 – TRAVEL REGULATIONS52
ARTICLE 50 – TRANSFER OF BENEFITS52
ARTICLE 51 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE53
ARTICLE 52 – TECHNOLOGICAL CHANGE53
ARTICLE 53 – RETROACTIVITY54
ARTICLE 54 – SECONDMENTS55
ARTICLE 55 – CLERICAL ASSISTANCE55
ARTICLE 56 – DURATION AND TERMINATION.....56
SCHEDULE A -WAGES.....57
APPENDIX A- PREVIOUSLY EXCLUDED CASUAL EMPLOYEES.....58
APPENDIX B – PAY STEP MAXIMUMS.....61
LETTER OF INTENT: JOINT WORKING GROUP.....62
LETTER OF UNDERSTANDING- BUSINESS DEVELOPMENT.....63
LETTER OF INTENT RE: ARTICLE 36.....64

THIS AGREEMENT made the 24th day of April, 2018.

BETWEEN:

New Brunswick Community College hereinafter called to the “Employer”, party to the first part;

AND:

New Brunswick Union of Public and Private Employees hereinafter called to the “Union”, party to the second part.

PREAMBLE:

It is the intention and purpose of the Parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement. It is the shared goal of the Parties to provide a high-quality education to the students of the New Brunswick Community College.

ARTICLE 1 – RECOGNITION:

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees in the bargaining unit to which New Brunswick Certification Order Number PS-019-10 applies.

ARTICLE 2 – APPLICATION OF AGREEMENT:

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

2.02 It is recognized by the parties that this is the only Agreement in existence, or may be made by anyone excepting the parties hereto, covering the terms and conditions of employment, rates of pay, applicable to the employees in the unit.

ARTICLE 3 – PROVINCIAL SECURITY:

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

ARTICLE 4 – FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:

4.01 In the event that any law passed by the Legislature, applying to the public servants covered by this Agreement, renders null and void, or materially alters, any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of the Agreement, and the parties, at the request of either of them, shall where applicable enter into negotiations with a view to arriving at a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

4.02 Where either party believes that it is not possible to find a mutually agreeable substitute provision in accordance with Article 4.01, it may refer the question to the Chairperson of the Labour and Employment Board whose answer shall be final.

4.03 Where the Chairperson's answer under Article 4.02 is that it is or should be possible to find a mutually agreeable substitute provision and the parties are unable to reach agreement on such a provision within fourteen calendar days after the giving of such answer, either party may, upon the expiration of such fourteen day period, request the Chairperson to submit the dispute to the Arbitration Tribunal whose decision shall be binding.

ARTICLE 5 – DEFINITIONS:

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

5.02 "Employer" shall mean the New Brunswick Community College as listed under Part IV of the First Schedule of the *Public Service Labour Relations Act*.

5.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number PS-019-10.

5.04 Wherever the masculine or feminine gender is used in this Agreement, it shall refer to the other equally.

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

5.06 "Employee" shall mean a person employed by the Employer to carry out the functions normally performed by employees appointed to any of the Classifications assigned to this Unit, other than a person not ordinarily required to work more than one third (1/3) the number of hours stipulated as the normal workweek.

5.07 Employees who meet the requirements of employee under the *Public Service Labour Relations Act* may be subdivided into the following categories:

- (a) A "Regular" employee is one, which is intended to reflect employment where the employee is required on a continuing basis.
- (b) A "Term" employee is one, which is intended to reflect employment where the employee is required for a specified period of more than six continuous months.
- (c) A "Casual Employee" or "Casual Basis" means an Employee who is employed:
 - i) on a temporary basis to respond to a temporary increase in workload;
 - ii) on a temporary basis to replace an absent employee; or
 - iii) on a recurring seasonal basis who has not been so employed for a continuous period of six (6) months.

The terms and conditions of employment for a "Casual Employee" are contained in Appendix A of this collective agreement.

These employees may be either:

"full-time"- an employee who normally works the full workweek or

"part-time" – an employee who normally works less than the full workweek.

5.08 "Qualified Instructor" shall mean an employee who has completed all required courses as identified by the Employer per Article 42.01. An employee will be considered a Qualified Instructor on the first day of the month after which it has been determined that the employee has completed all required courses as identified by the Employer per Article 42.01.

5.09 “Trainee Instructor” means an employee who has not attained the status of “Qualified Instructor” as identified in Article 5.08.

5.10 “Emergency” means a sudden, generally unexpected occurrence or set of circumstances demanding immediate attention.

5.11 “Immediate Family” is defined as the employee’s spouse, father, mother, stepfather, stepmother, son, daughter, stepson, stepdaughter, brother, sister, or other relatives living in the household of the employee. For clarification purposes spouse shall mean a husband or a wife. It shall also mean an individual who has been residing with the employee for a period of not less than one year and has been publicly represented as the employee’s common-law partner.

5.12 “Campus” is defined as one of the recognized College locations, being either Miramichi which includes the Field Training Center, Woodstock, Moncton, St. Andrews, Fredericton, and Saint John which includes the Allied Health Building. In instances when an Instructor is assigned to work at a location other than one of those previously listed, the employee will be considered an employee of the recognized College location which is closest in geographic proximity to the assigned work location.

ARTICLE 6 – MANAGEMENT RIGHTS:

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

ARTICLE 7 – DISCRIMINATION:

7.01 The Parties agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to the employees, their membership or activity in the Union, the Union, the Employer and its agents.

7.02 Both parties recognize that the *Human Rights Act* applies to this agreement.

ARTICLE 8 – STRIKES AND LOCKOUTS:

8.01 There shall be no strikes, walkouts, lockouts, slowdowns or other similar interruptions of work as defined by the *Public Service Labour Relations Act*, during the term of this Agreement.

ARTICLE 9 – UNION SECURITY:

9.01 The Employer shall deduct from the wages due to every employee in this Bargaining Unit an amount equal to the regular dues of the Union commencing with the month following the month in which the employee commenced work as an employee.

9.02 Employees who are Union members on the effective date of this Agreement shall not revoke their membership during the term of the Agreement.

9.03 Employees who become members after the effective date of this Agreement shall not revoke their membership during the term of this Agreement.

9.04 The sums deducted pursuant to this Article shall be remitted to the designated Official of the Union prior to the fifteenth (15th) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official. Each remittance shall be accompanied by a list, in a mutually agreed format such as Excel or CSV, indicating the following information in respect of each employee: name, address, telephone number, work location, seniority date, employee number, the amounts deducted for NBUPPE dues, classification, pay step number and status. This report will serve to notify the Union of all new employees in the bargaining unit.

9.05 Before the Employer is obliged to deduct any amount under this Article, the Union must advise the Employer in writing of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted under this Article until changed by a further written notice to the Employer signed by the designated official of the Union, after which such changed amount shall be the amount to be deducted.

9.06 The sums deducted under this Article shall be accepted by the Union as the regular monthly dues of those employees who are or shall become members of the Union and the sum so deducted from non-members of the Union shall be treated as their contributions towards the expenses of maintaining the Bargaining Agent. Membership in the Union will continue to be voluntary.

9.07 Except as set out in 9.09, the Union agrees to indemnify and save the Employer harmless from any liability or action arising out of the operations of this Article.

9.08 The Union assumes full responsibility for the disposition of any sums deducted from the wages of any employee and remitted to the designated official of the Union under this Article.

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

ARTICLE 10 – UNION STEWARD:

10.01 (a) The Employer recognizes the functions of the union steward to include:

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

(b) The Union will inform the Employer in writing of the names of the union steward(s).

10.02 A union steward shall obtain the permission of his supervisor before leaving work to attend to activities related to 10.01 (a)(i) above, and such permission will not be unreasonably withheld. When resuming his regular work, each union steward shall report to his immediate supervisor and in the event of undue delay will give his supervisor a reasonable explanation of their absence. The employee shall not suffer a loss of regular pay while attending to these duties.

10.03 A union steward shall have access to the Employer's premises for the purpose of assisting in the service of a grievance.

10.04 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce a new employee to his union steward.

10.05 Union Stewards' Training Courses.

Where operational requirements permit, the Employer will grant two days leave with pay per year to employees who exercise the authority of a Union Steward on behalf of an employee organization to undertake training related to the duties of a Union Steward.

ARTICLE 11 – UNION NOTICES:

11.01 The Employer shall continue to make space available on the existing bulletin boards in the Campuses where the employees are employed, on which the Union may post notices of meetings and other notices of interest to employees provided that such notices are subject to the approval of the Employer's representative in charge of the building in which the board is located.

ARTICLE 12 – COMMUNICATIONS:

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

TO THE EMPLOYER: New Brunswick Community College
284 Smythe Street
Fredericton, NB
E3B 3C9

TO THE UNION: President
New Brunswick Union
217 Brunswick Street
Fredericton, NB
E3B 1G8

ARTICLE 13 – PRINTING OF AGREEMENT:

13.01 The printing of sufficient copies of the collective agreement shall be the responsibility of the Employer, in agreed upon format as approved by the parties to this collective agreement. However, in all cases the original signed collective agreement drafted by the Employer and signed by the parties to this collective agreement is official.

13.02 The cost of printing the collective agreement will be shared equally between the Employer and the Union. In this regard, the Employer will bill the Union for fifty percent (50%) of the Invoice with a copy of such Invoice showing full payment has been made.

13.03 The Employer shall provide new employees a copy of this agreement upon commencement of employment. An employee may opt for a physical or electronic copy of the agreement.

ARTICLE 14 – DISPUTE RESOLUTION:

14.01 Settlement Through Discussion

The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint, the employee will be encouraged to discuss the matter with the Supervisor, without prejudice to the employee or Employer, as soon as possible after the circumstances giving rise to the complaint occurs so that a dispute requiring reference to the grievance procedure may be avoided wherever possible. In recognition of the intent of 14.01 and having exercised the provisions under 14.01, the employee may at his option, be accompanied by a Union representative at a subsequent meeting. The employee must notify his supervisor in advance of the intention to exercise this option.

Grievance Procedure

14.02 Where an employee feels aggrieved by the interpretation or application in respect of a provision of a statute, or a regulation, by-law, direction, or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this Agreement by the Employer, or, as a result of any occurrence or matter affecting terms and conditions of employment in respect of which no administrative procedure for redress is provided in or under an Act of the Legislative Assembly of New Brunswick, and, where the employee has written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

STEP ONE: Within twenty (20) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present a grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the immediate supervisor or the person designated by the Employer as the first level in the grievance procedure. Upon receipt of the grievance, that person shall make arrangements with the Union for a meeting between the parties to be held within fifteen (15) working days of receipt of the grievance. The requirement for such a meeting may be waived by mutual agreement of

the parties. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which the meeting took place or if fifteen (15) working days expire prior to the meeting being held, the employee may proceed to Step Two.

STEP TWO: Within ten (10) working days from the expiration of the ten (10) day or fifteen (15) day period referred to in Step One, the employee may present a grievance in writing at the second level of the grievance process either by personal service or by mailing it by registered mail to the immediate supervisor or to the person designated by the Employer as the second level in the grievance process. Any settlement proposed by the Employer at level one and any replies must accompany the grievance when it is presented at the second level to the person designated as the second level. The person designated as the second level shall reply to the grievance in writing to the employee within fifteen (15) working days from the date the grievance was presented at the second level. Should the employee not receive a reply or satisfactory settlement of the grievance within fifteen (15) working days from the date on which the grievance was presented at the second level, the employee may refer the grievance to Adjudication as provided in Article 15 hereof, within fifteen (15) working days of the date on which a reply should have been received from the person designated as the second level.

STEP	EMPLOYEE'S TIME TO PRESENT GRIEVANCE	PRESENT GRIEVANCE TO	EMPLOYER'S TIME TO RESPOND
FIRST	Within 20 working days after the alleged grievance has arisen or has come to their attention	Regional Director	Within 10 working days from time of meeting or 15 working days from receipt of written grievance
SECOND	Within 10 working days from previous level OR date reply should have been received OR in case of suspension or discharge as prescribed in Article 16.05.	President and CEO for disciplinary grievances. <u>Vice-President of Employee and Student Development</u> for all other.	Within 15 working days from receipt of written grievance
REFERENCE TO ADJUDICATION	Within fifteen (15) working days from date of Second level reply OR within fifteen (15) working days of the date on which a reply should have been received from the person designated as the Second level		

Note: If a discrepancy in the interpretation of wording arises between this grievance chart and the corresponding grievance language, the language shall prevail.

14.03 In any case where the employee presents a complaint pursuant to 14.01 or a grievance pursuant to 14.02, in person or in any case in which a hearing is held on a grievance process, the employee may be accompanied by a representative or agent of the Union.

14.04 In determining the time in which any step under the foregoing proceedings is to be taken, Saturdays, Sundays and recognized holidays shall be excluded. If advantage of the provisions of this Article has not been taken within the time limits specified herein the alleged grievance shall be deemed to have been abandoned and cannot be pursued except as provided in 14.05 hereof.

14.05 Both parties may mutually agree in writing to extend the time limits specified herein.

14.06 Where an employee presents a grievance at the final level in the grievance process and the grievance is one that may not be referred to adjudication, the employee shall be entitled, upon request being made in writing at the time of filing the grievance at the final level, to have a full hearing of the matter(s) giving rise to the grievance, at that level.

14.07 Any matter giving rise to a dispute between the Union and the Employer shall be processed at step two of the grievance procedure within twenty (20) days of the knowledge of the occurrence thereof. Should the matter not be settled the Union may refer its differences pursuant to Section 92(1) of the *Public Service Labour Relations Act*.

14.08 The Employer may present a grievance, within twenty (20) days of the knowledge of the occurrence thereof, pursuant to Section 92(1) of the *Public Service Labour Relations Act* by forwarding written notice by registered mail or personal service to the President, N.B.U.P.P.E.

ARTICLE 15 – ADJUDICATION:

15.01 Where an employee has presented a grievance up to and including the final level in the grievance process with respect to:

- (a) the interpretation or application in respect of a provision of a Collective Agreement or an Arbitral Award, or
- (b) disciplinary action resulting in discharge, suspension, or a financial penalty,

and the grievance has not been dealt with satisfactorily, the employee may, subject to subsection .02 of this Article, refer the grievance to Adjudication.

15.02 Where a grievance that may be presented by the employee to adjudication is a grievance relating to the interpretation or application of a provision of a Collective Agreement or an Arbitral Award, to them, the

employee is not entitled to refer the grievance to adjudication unless the Bargaining Agent for the Bargaining Unit to which the Collective Agreement or Arbitral Award applies signifies in a prescribed manner:

(a) its approval of the reference of the grievance to adjudication; and

(b) by willingness to represent the employee in the adjudication proceedings.

15.03 In any case including cases arising out of any form of discipline or the loss of any remuneration, benefit, or privilege, the Adjudicator shall have full power to direct payment of compensation, vary the penalty, or direct reinstatement of a benefit or privilege as may be determined appropriate to finally settle the issue between the Parties, and may give retroactive effect to its decision.

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

ARTICLE 16 – DISCIPLINE:

16.01 An employee may be disciplined by written reprimand, suspension with pay, suspension without pay or discharge. In disciplinary proceedings there shall be due regard for the privacy of the employee.

16.02 (a) No employee who has completed the probationary period shall be disciplined except for just cause.

(b) Disciplinary action resulting in the issuance of a written reprimand, or suspension with pay, cannot be referred to adjudication.

(c) Pending investigation of an incident an employee may be relieved of duties and required to leave the premises of the establishment in which the employee works during which time the employee shall continue to be paid. Unless the investigation results in disciplinary action no record of the incident will be placed in the employee's personnel file.

16.03 Where an employee is disciplined by suspension or discharge, the Employer shall, within ten (10) working days from the date of such

discipline, provide the employee with written reasons for such disciplinary action including any relevant dates.

16.04 Failure of the Employer to provide such written reasons within the time period required by Article 16.03 shall result in the employee being paid at his regular rate of pay, for the period from the date the suspension or discharge took effect to the date the written reason is presented to the employee.

16.05 An employee who alleges discipline by suspension without pay or discharge in violation of Article 16.02 may, within twenty (20) working days of the date of the discipline imposed, invoke the grievance procedure including adjudication as set out in this agreement and for the purposes of a grievance alleging violation of Article 16.02, shall lodge the grievance at the final level of the grievance procedure.

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

16.07 A suspension without pay or discharge shall be effective on the date that the employee is given notice in writing by personal service or the date that such notice is received by registered mail. If such delivery has been refused, notice shall be considered valid on date of posting.

16.08 Each employee shall have one (1) official personnel file which shall be kept in the administration office at the Institution where that employee is employed. Upon request, each employee shall have the opportunity to review the contents of such file during the regular working hours and may be accompanied by a representative of the Union and shall be provided with a copy of any document contained therein. No unfavourable note, letter or report shall be filed in the said file, prior to the employee being made aware of the said note, letter or report and being provided with a copy thereof.

16.09 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, providing no other instances of a similar action in respect of the employee has been recorded during that period.

16.10 Where the employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 16.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option and within reasonable time limits, arrange to have a Union representative attend the meeting.

ARTICLE 17 – HOURS OF WORK/WORKLOAD:

17.01 (a) An employee's normal work day shall be seven and one-quarter (7 1/4) hours scheduled between 8:00 a.m. and 5:30 p.m., Monday to Friday, and shall include teaching, instructing, the supervising of assignments and such preparation periods as may be reasonably required in the circumstances.

(b) Notwithstanding (a) above, the Employer shall have the ability to assign hours of work outside of the normal work day. In such circumstances the Employer will seek interested employees to assume the hours of work and in the absence of suitable interested employees the Employer will assign the hours of work by reverse seniority among those employees who possess the necessary skills, ability and qualifications. In situations where multiple employees are interested in the hours of work, the senior employee shall be given preference provided he possesses the necessary skills, ability and qualifications.

(c) The normal workday (7-1/4 hours) shall be scheduled within a nine (9) hour time frame unless otherwise mutually agreed to between the employee and the Manager.

17.02 Employees shall be available in the workplace as scheduled and approved by the Employer. Subject to the Employer's written approval, an employee whose duties do not require him to be physically present in the workplace may work from an alternate location.

17.03 The Employer agrees to make every effort possible, subject to operational requirements, to provide sufficient supply instructors so that employees will not be obliged to cover for other instructors.

17.04 (a) An Instructor's hours of work and workload shall be outlined in writing not later than thirty (30) days prior to the commencement of the term unless circumstances prevent the workload from being established to meet this time frame. The assigned workload may be changed when operational requirements warrant so doing.

(b) An Instructor's schedule shall be outlined in writing not later than five (5) days prior to the commencement of the term unless circumstances prevent the schedule from being established to meet this time frame. The assigned schedule may be changed when operational requirements warrant so doing.

17.05 When an Instructor and his Supervisor determine that agreement cannot be reached on the workload, the Instructor may refer the matter, in writing, to the Workload Review Committee. The Workload Review Committee will be comprised of three (3) members appointed by the Union and three (3) members appointed by the Employer.

17.06 The Workload Review Committee shall meet no later than ten (10) working days prior to the commencement of each term in order to review any workload referrals. The employees will be notified of the meeting dates and the deadline for referrals prior to the commencement of the term. Within three (3) days of the meeting, the Workload Review Committee shall advise both the Supervisor and the Instructor, in writing, of the decision of the Committee. A majority decision shall be binding. In the event of deadlock, the employee may invoke the grievance procedure including adjudication as set out in this agreement.

17.07 For the purposes of determining and assessing workload, the relevant factors include but are not limited to:

- (a) Class size
- (b) Delivery methodologies
- (c) Instructor experience
- (d) New course
- (e) Repeat course
- (f) Number of different courses
- (g) Changes in curriculum and/or content
- (h) Other duties
- (i) Professional development (approved by Employer)
- (j) Student support
- (k) Applied research
- (l) Evaluation methodologies
- (m) Coordinating Instructor duties
- (n) Co-instruction
- (o) Annual workload balance

ARTICLE 18 – INSTRUCTIONAL YEAR:

18.01 The Instructional Year will consist of twelve months as set out by the employer. The Instructor will be assigned functions of his classification for a maximum of ten (10) months.

ARTICLE 19 – NON-INSTRUCTIONAL TIME:

19.01 The non-instructional period is intended to allow the employee time off as vacation but it is also expected that this period is to be used by an employee for the pursuit of professional development activities.

The primary responsibility for professional development rests with the employee. However, the employer recognizes the benefit of a well trained professional individual; and in support of this, commits to support this initiative.

19.02 (a) The non-instructional period for a qualified instructor will be forty-three (43) working days, in addition to recognized holidays and non-reporting days provided under Article 34.

Preference in non-instructional time shall be given to allow at least two (2) consecutive weeks of non-instructional time during the summer term. Where operational requirements permit, preference in non-instructional time shall be given to allow at least four (4) consecutive weeks of non-instructional time during the summer term.

Where operational requirements permit and where acceptable alternate related work periods can be scheduled, the employer shall approve requests from employees to use their non-instructional time on a broken basis.

19.02 (b) A "Qualified Instructor" shall be deemed to have continuous service during the forty-three (43) working days of non-instructional time provided the employee continues in the employment of the Employer immediately following the non-instructional period. All benefits that are dependent upon continuous service of employment for more than one-half (1/2) the number of working days in the month shall accumulate to the employee's credit for those months.

19.03 In addition to an employee's regular working days, for the purpose of computing non-instructional time entitlement, credits shall be given for days on which the employee is absent from work while receiving Worker's

Compensation Benefits. Such credits will be limited to the two-months or the forty-three (43) working days that would have accrued for twelve (12) months of service as per article 19.02.

For the purpose of computing vacation entitlement, employees shall be given credits for days on which the employee is absent from work while receiving Worker's Compensation Benefits. Such vacation leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per article 33.02.

19.04 Not later than three months prior to the commencement of their non-instructional period, "Qualified Instructors" may volunteer to perform duties for the Employer, such as:

- (a) curriculum development or similar functions;
- (b) supervise and carry out the maintenance of and/or installation of equipment in the employee's area of speciality;
- (c) instruct or perform functions that are considered to be allied to the instructional/instructor development function during the non-instructional period.

Where an employee has volunteered to perform the aforementioned functions or activities, the Employer will respond one month prior to the commencement of the non-instructional period indicating the acceptance or refusal of the employee's voluntary offer. It is recognized that any of the functions or activities set out above are to be performed on a voluntary basis during the non-instructional period.

19.05 Notwithstanding the foregoing, it is recognized that long-range training instructional duties have to be performed. Instructors will be given the opportunity to name a qualified instructor(s) acceptable to the Employer, whenever there is a need for the performance of such duties. When the Employer determines the necessity for the performance of such duties, and there are no volunteers, the Employer has the right to direct an instructor to perform such duties, but shall not direct the same employee to perform such duties for consecutive years.

19.06 Where an employee performs any of the functions or any of the activities set out in Article 19.04(a), (b), and (c) hereof, the employee shall be paid a prorated salary for the time he is so engaged or performing the function.

19.07 The prorated salary for employees performing the functions or engaging in the activities set out in Article 19.04 hereof shall be determined as follows:

Prorated salary equals employee's annual basic salary divided by 251 working days times the computed number of working days engaged in the two (2) month non-instructional period. Only units of one-half (1/2) day will be used in computing number of working days. Where operational requirements permit, and at the employee's option, equal time off may be scheduled in lieu of salary.

19.08 For the purpose of application of Article 19.07 hereof, an instructor will be given credit for a full day whenever the instructor would be employed for a whole or part of both a.m. (morning) and p.m. (afternoon) sessions of a given day.

19.09 Should the Employer need an instructor for any activities under Article 19.05, the employee shall be notified at least two (2) months prior to the beginning of the activity, or the Employer and the employee may make arrangements by mutual agreement at a date later than the date stated above.

19.10 Except where changes are necessary as a result of activities beyond the control of the Employer, the Employer will give as much notice as possible before cancelling an employee's non-instructional time.

19.11 At the written request of instructors who are entitled to non-instructional time, the employer will issue salary for the non-instructional period on the last pay date in the pay period in which he/she works providing such request is made four (4) weeks in advance of the last pay date. This article does not apply to employees hired after November 19, 2003.

ARTICLE 20 – PAYMENT OF WAGES:

20.01 The Employer agrees to pay and the Union agrees to accept for the term of this Agreement the schedule of pay rates set out in Schedule "A" attached hereto and forming part of this Agreement, and the said rates of pay shall be effective May 1, 2013.

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

20.03 The Employer shall grant an anniversary pay increment on the first day of the bi-weekly pay period that includes an employee's anniversary date provided he has not reached the maximum rate of pay for the position held and provided his work performance is satisfactory.

20.04 The Employer shall notify the employee, prior to his anniversary date, when an annual increment is not granted. Such notice shall contain the Employer's reason(s) for not granting the merit increase.

20.05 Where an employee is not granted a pay increment and the reasons for not granting the increment is remedied or ceases to exist within three (3) months following his anniversary date, a pay increment may be granted to the employee on the first day of the bi-weekly pay period which includes the first day of the month which is three (3) months following his anniversary date.

20.06 Where an employee is not granted a pay increment due to an omission or error, the employee shall be granted the increase on a subsequent date, retroactive to the first day of the bi-weekly pay period which included his anniversary date for such increment.

20.07 Where a pay increment is granted to an employee under Article 20.05, the employee's anniversary date shall not change.

20.08 Although a qualified instructor functions on a ten month teaching year, he shall receive the applicable bi-weekly rate as set forth in the attached schedule for his classification for a twelve month period.

ARTICLE 21 – RATE OF PAY ON TRANSFER:

21.01 Where an employee is transferred, he shall retain the same basic rate of pay he was receiving immediately prior to the transfer and shall be eligible for the annual increments applicable to his new position. Any allowance being received by a transferred employee under Article 22 (Premium Pay and Allowances) and not part of his basic salary shall not be applicable unless he is transferred in a supervisory or acting capacity.

21.02 The anniversary date of an employee who is transferred shall not change.

ARTICLE 22 – PREMIUM PAY/ACTING PAY/INSTRUCTIONAL ALLOWANCES:

22.01 Coordinating Instructor Allowance

- (a) A Coordinating Instructor is one who in addition to his instructing responsibilities is required to provide academic leadership and coordination for the department as assigned by the Department Head. It is understood that these duties will be determined prior to the acceptance of the role. It is understood that coordinators do not have responsibility for the supervision or for the disciplining of Instructors in the bargaining unit. It is not the intention of the Employer to require an employee to accept the designation of Coordinating Instructor against his wishes.
- (b) Effective date of signing employees shall be paid an allowance of eighty dollars (\$80.00) bi-weekly if they are responsible for the administration of one program.
- (c) Effective date of signing employees shall be paid an allowance of one hundred and fifty dollars (\$150.00) bi-weekly if they are responsible for the administration of two or more different programs.
- (d) An employee receiving the Coordinating Instructor Allowance shall be notified in writing two months prior to the loss of, or reduction in the Allowance.
- (e) The Coordinating Instructor Allowance shall not be paid during the summer portion of an employee's non-instructional time.

22.02 Responsibility Allowance

- (a) Notwithstanding Articles 22.01(b) and 22.01(c) hereof, the Employer may, effective date of signing, grant an allowance of eighty dollars (\$80.00) or one hundred and fifty dollars (\$150.00) bi-weekly to an Instructor where specific responsibilities over and above instructional duties are performed.
- (b) An employee receiving the Responsibility Allowance shall be notified in writing two months prior to the loss of, or reduction in the Allowance.

22.03 Acting Pay

- (a) Where an employee is directed to perform the primary functions of a higher paid position for a temporary period of three (3) or more consecutive working days, the employee shall be eligible for acting pay during the period of temporary assignment. An employee shall have the right to refuse a temporary assignment.
- (b) Where an employee is assigned to perform the primary functions of a higher paid position for a temporary period in excess of one-half (1/2) the number of working days in a calendar month, the employee shall be eligible for acting pay for those days when so assigned. Acting periods of less than one (1) day shall not be included in calculating entitlement.
- (c) Acting pay shall be five percent of the employee's substantive rate of pay or the minimum for the higher position, whichever is greater. An employee cannot be paid more than the maximum of the pay range for the position for which acting pay is being paid.
- (d) Where an employee is required to perform for a temporary period the duties of a lower-paid classification, the employee shall not lose any rights he may have to a merit increase.
- (e) A position shall not be filled by an employee in an acting capacity for a period in excess of six (6) months, except with the authorization of the Executive Director of Human Resources Development.

22.04 Shift Premium

Effective the signing date of this agreement, where a full-time employee's normal workday includes hours which fall outside of the normal workday as defined in Article 17.01(a), he shall be compensated one dollar (\$1.00) per hour for each such hour.

22.05 Safety Boots and Glasses

(a) Effective date of signing, an employee required to wear safety boots or safety shoes shall be reimbursed by the Employer a maximum of one hundred twenty-five (\$125.00) per calendar year, or two hundred (\$200.00) over a period of two (2) consecutive calendar years, providing

proof of purchase of a pair of safety boots or shoes is produced by the employee.

(b) An employee required to wear safety prescription glasses shall be reimbursed by the Employer the actual cost of the lens and frames for one pair of such glasses up to a maximum of \$200.00 including professional fees in a two consecutive calendar year period less the amount paid by the Health Plan, if applicable. At the employee's request, the \$200.00 maximum may be doubled in any one four consecutive calendar year period, less the amount paid by the Health Plan if applicable.

22.06 Penalogical Allowance

Where employees are engaged in training in a Federal Maximum Security Prison, such employees shall be paid a penalogical allowance as follows:

(a) On a continual basis (daily contact teaching or supervising of inmates) \$1350/year.

(b) On an occasional basis (50% or more of instructors time) \$675/year.

22.07 Clinical Program Allowance

The Employer agrees to pay an allowance of forty dollars (\$40.00) per week to an Instructor for the period of time he is assigned and performs the supervision of a student's clinical experience in an institution or agency outside the community college system. The allowance shall only be paid if the Instructor is required to provide this supervision during a workweek that exceeds the normal workweek of thirty-six and one quarter (36 ¼) hours.

Clinical experience means the period of time an Instructor is required to supervise students at a schedule determined by the clinical host.

ARTICLE 23 – MEMBERSHIP DUES AND FEES:

23.01 Membership in organizations may be purchased on a "one per campus" basis when such membership will provide:

(a) material which will be of instructional value;

(b) an opportunity for members of the instructional staff to associate with representatives from business and industry concerned with the employment of their students;

(c) an opportunity to participate in Professional Business or Trade Conferences related to the occupations for which the training is designed to serve;

(d) facilities whereby the Campus may be more closely associated with the Business and Industrial Community.

23.02 When possible, memberships are to be taken out in the name of the New Brunswick Community College. When this is not possible, the Instructor in whose name the membership is secured is to understand that the "Benefits" are for the Campus or College as a whole.

23.03 Fees and/or dues will not be paid in those instances where the membership is a prerequisite for the position held and/or no material value is afforded to the Campus.

23.04 No Instructors shall be required to pay any membership fees or dues to any Union other than his certified bargaining agent for the purpose of remaining employed by the Employer as an Instructor.

ARTICLE 24 – PART-TIME EMPLOYEE PROVISIONS:

24.01 (a) A part-time employee shall accumulate the following on a pro-rated basis; the pro-ratio being the hours regularly worked in relation to the normal hours worked for full-time employees:

- (i) seniority
- (ii) vacation credits
- (iii) sick leave credits
- (iv) service credits for retirement allowance
- (v) wages
- (vi) holidays

(b) All other leaves are applicable on a pro-rated basis.

24.02 Notwithstanding Article 34, where a holiday falls on a part-time employee's scheduled workday, the employee shall receive the holiday without loss of pay. Where a holiday falls on a part-time employee's regular day off, the holiday is not rescheduled, nor is the part-time employee otherwise compensated.

24.03 Notwithstanding Article 20, a part-time employee shall be eligible for a pay increment only after completion of the equivalent amount_of work normally worked by regular employees in an instructional year.

24.04 Participation of a part-time employee in any group benefit plan is subject to the terms of such plan.

ARTICLE 25 – POSTING OF VACANCIES:

25.01 Where there is a competition to fill a vacancy or anticipated vacancy in the Bargaining Unit, the Employer shall post notices of such competition electronically or in the buildings out of which the employees who may be eligible to enter the competition work. Such notice shall be posted for ten (10) working days or until the competition closing date, whichever is greater.

25.02 The notice contained in Article .01 shall contain the following information:

- (a) description of the position;
- (b) location of the position;18
- (c) required qualifications; and
- (d) the wage rate or range.

Where operational requirements permit, term positions shall be filled through the competitive process.

25.03 Employees shall be selected for positions under this Article on the basis of their skills, ability and qualifications. Where skills, ability and qualifications are relatively equal among the applicants, the position shall be filled on the basis of seniority in the bargaining unit within the campus concerned.

ARTICLE 26 – ANNIVERSARY DATE:

26.01 Anniversary dates for employees may remain unchanged; or at the discretion of the Vice-President of Employee and Student Development, the anniversary dates for employees may be changed to a common date.

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

26.03 Where a common anniversary date is chosen, the Vice-President of Employee and Student Development may, on the first anniversary date under the changed procedure, pro-rate the pay of an employee for the purposes of equitable implementation, as per established pro-rating procedures.

ARTICLE 27 – POSITION CLASSIFICATION:

27.01 If a new classification comes into being during the life of this Agreement, or there is a significant change in the level of duties, responsibilities, or qualification requirements of an existing classification, the pay for such classification shall be determined by negotiations between the Employer and the Union. The Employer may set an interim wage rate for such classification.

27.02 In the event that the Employer and the Union are unable to agree on the pay rate for such classification, this matter may be submitted in writing by either party to the Chairperson of the Labour and Employment Board.

27.03 The Union recognizes the Employer's exclusive right to assign duties and classify the positions of employees.

27.04 An employee who feels that his position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification as per Policy 4114, as amended from time to time.

ARTICLE 28 – SENIORITY:

28.01 (a) Seniority shall be the amount of continuous service of an employee in the bargaining unit.

(b) Provided that such service is continuous with service in the bargaining unit, seniority shall include continuous service in Part I of the Public Service prior to certification of the bargaining unit.

28.02 An employee shall not commence to accumulate seniority until the employee has completed the probationary period. On completion of the probationary period an employee's seniority shall be dated back to the date on which the employee's continuous service began.

28.03 An employee who ceases to be on the payroll of the Employer shall lose seniority unless:

- (a) the employee is on approved leave of absence;
- (b) the employee is absent from work while drawing Workers' Compensation Benefits;
- (c) the employee has been discharged or suspended without pay and reinstated; or
- (d) the employee is laid off for a period not in excess of twelve months.

28.04 An employee who:

- (a) is on approved leave of absence without pay which exceeds one-half (½) the number of working days in any month;
- (b) is suspended without pay;
- (c) participates in a strike or other work stoppage; or
- (d) is laid off;

shall maintain but not accumulate seniority during such period.

28.05 When a term employee is terminated at the end of his/her specified term of employment, he/she will not lose his/her accumulated seniority provided he/she is re-employed within the same bargaining unit within a period of six (6) months. Seniority will not accumulate during such period. This Article will not apply in cases where termination of employment is for any reason other than completion of a specified term of employment.

ARTICLE 29 – SENIORITY LIST:

29.01 The Employer shall prepare a list of employees and shall make this list available to the Union in a mutually agreeable electronic format during January of each year. The list shall include the classification, commencement date and amount of seniority accumulated for each employee. A copy of the list shall be posted on the appropriate bulletin board at each work location.

ARTICLE 30 – PROBATIONARY PERIOD:

30.01 An employee appointed on other than a casual basis shall be on probation from the date of his appointment for a period equivalent to the instructional time (ten months) in one instructional year.

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

30.03 During their probationary period, employees shall benefit from all of the provisions of this Collective Agreement with the exception of the grievance and adjudication procedures in the case of termination of employment. Notwithstanding this Article, an employee shall benefit from the grievance and adjudication procedures in the case of termination of employment in instances of alleged discrimination.

ARTICLE 31 – LAYOFF AND RECALL:

31.01 In the event of a layoff, the Union and Employer shall meet and discuss the appropriate manner of effecting the layoff, including what displacements, if any, will occur and what recall rights the affected employee(s) may have.

31.02 For the purposes of Articles 31.03 – 31.07 only, “employee” shall mean a Regular employee and a Term employee with forty two (42) months or more of employment. A “term employee” shall mean a Term employee with less than forty two (42) months of employment. For the purpose of calculating the number of months of employment, a month is one where an employee has worked more than one-half (1/2) the number of working days in a given month. As well, the total number of months must be accumulated in consecutive instructional years.

31.03 In all cases of layoff, the senior employee shall be given preference, for any position for which he is competent and for which he has the necessary qualifications.

31.04 Prior to laying off an employee, the Employer shall first release employees hired on a casual basis followed by term employees.

31.05 Where a vacancy occurs for a regular or term position within the bargaining unit, the Employer shall, when filling this vacancy, first offer this position to the most senior employee on recall who, at the time of layoff, held

a position, and for which he is competent and for which he has the necessary qualifications. Further, employees on recall shall be given preference for any employment on a casual basis for which he is competent and for which he has the necessary qualifications. An employee on recall shall respond to a recall notice within two (2) working days of receipt of such notice. A recalled employee shall return to work within two (2) weeks of notice of recall.

31.06 The unit of operation to which any preference based on seniority shall apply is the bargaining unit within each campus.

31.07 The recall provisions for a laid off term employee are contained in Article 32.02.

31.08 Where it is determined by the Employer to be in the best interest of efficient operations to i) reduce capacity, ii) suspend or iii) discontinue a regular program, the Employer will make every reasonable effort to give any Regular employees affected:

- (a) reassignment within the same campus to jobs for which he is competent and for which he has the necessary qualifications, or
- (b) short-term training of up to six (6) months, where this training would permit the employee to obtain the necessary qualifications to fill a vacant position, or
- (c) a four (4) month prior notice of layoff.
- (d) if the employee has not had the opportunity to work the scheduled workdays during the four (4) month term of notice, he shall be paid in lieu thereof for such days.

For the purposes of this article a “regular program” is any program that is grant funded and is listed on the Training Plan as part of the Annual Business Plan.

31.09 All employees in the bargaining unit subject to layoff in scenarios other than covered under article 31.08 shall be entitled to thirty (30) calendar days’ notice.

31.10 Where an employee is rehired within twelve months after being laid off:

- (a) employment in the position held at the time he was laid off and employment in the position to which the employee is appointed constitutes continuous employment; and
- (b) the intervening time during which the employee was not employed by the Employer is not included for the purpose of calculating accruable benefits under this Agreement.

31.11 During their 12 month recall period, employees recalled on a term or casual basis would have the unused portion of their recall period applied following this period of employment. While so employed, they will be afforded all benefits of the collective agreement.

31.12 For the purposes of determining layoff notice under Article 31, Non-Instructional Time shall not be considered to constitute notice.

ARTICLE 32 – TERMINATION OF EMPLOYMENT:

32.01 The employment of a term employee will be terminated at the end of his term or at the end of his accumulated non-instructional time at the written request of the employee. Such a request must be submitted at least one month prior to the end of the term of employment.

32.02 A terminated or laid off term employee will be given preference, based upon seniority, for employment on a term or casual basis provided:

- i) Such employee has been employed for a minimum of thirty (30) consecutive weeks for each of two (2) consecutive years and did not resign or was not discharged for cause;
- ii) Less than twelve (12) months have elapsed since the end of the employment referred to in (i) above;
- iii) Such employee has kept the Employer informed of any change of address;
- iv) Such employee is competent and has the necessary qualifications;
- v) If such employee refuses an offer of employment seven (7) weeks or more, he will have no further entitlement to the benefits of this Article.

The unit of operation to which any preference based on seniority shall apply is the bargaining unit within each campus.

32.03 When an employee intends to terminate his employment with the Employer, at any time during the instructional year, notice of this intention must be served in writing at least one (1) month prior to the effective date of termination or one (1) month prior to termination of the instructional year, whichever comes first. Failure to give notice, or failure to work any scheduled workday, during the term of notice, will result in forfeiture of one day's pay for each day not worked from monies owing to the employee, unless the employee is on a valid absence with pay pursuant to the provisions of the Collective Agreement.

ARTICLE 33 - VACATION:

33.01 (a) Every "Trainee Instructor" shall earn vacation leave credits for each full calendar month of employment. A calendar month shall be deemed to begin on the first working day of the month.

(b) Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds eleven (11) working days in that month, no vacation leave credits shall accumulate.

(c) A "Trainee Instructor" who commences employment on or before the fifteen (15th) of the month shall be eligible to begin accumulating vacation leave credits for that month. A "Trainee Instructor" who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating vacation leave credits the following month.

(d) A "Trainee Instructor" whose employment finishes on or before the fifteen (15th) of the month shall not be eligible to accumulate vacation leave credits for that month. A "Trainee Instructor" whose employment finishes after the fifteenth (15th) of the month shall be eligible to accumulate vacation leave credits for that month.

33.02 The vacation leave credit:

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

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

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

33.03 The provisions of Article 33.02 hereof do not apply to a "Qualified Instructor" in any year where he has taken his two (2) month non-instructional period.

33.04 A "Qualified Instructor" whose employment is terminated for any reason shall not be entitled to be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit as provided under Article 33.02 whenever the appropriate portion of salary earned for the subsequent two (2) month non-instructional period is paid in accordance with Article 36 (Termination of Employment). It shall be considered that portion of salary paid for the subsequent two (2) month non-instructional period includes vacation pay entitlement.

33.05 A "Trainee Instructor" whose employment is terminated for any reason shall be paid with his final pay an amount of money equivalent to any vacation which may have accrued to his benefit as provided under Article 33.02.

ARTICLE 34 - HOLIDAYS:

34.01 All employees shall have the following holidays, or any other day on which such holidays are observed, off without loss of pay:

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

34.02 No employee shall be required to report for duty during his students' Christmas-New Year's break. Where an employee is granted either or both the entire months of December or January as non-instructional time, no additional time will be granted for the statutory holidays of Christmas Day,

Boxing Day or New Year's Day. However, additional time shall be granted for the balance of his students' Christmas-New Year's break.

34.03 Where a holiday occurs on an employee's regular day off, that employee shall be granted another day off in lieu of that holiday.

34.04 Where a holiday falls on or is observed on a regular working day during an employee's vacation, he shall be granted an additional day's vacation in lieu thereof.

34.05 No Qualified Instructor shall be required to report for duty during his students' scheduled Spring Study Break. There shall be no loss of pay or benefits in respect of such break. Where appropriate, the Employer will attempt to not schedule classes during the period known as Spring Study Break, however if for operational reasons classes are scheduled during that period, the five non-reporting days in respect of Spring Study Break shall be rescheduled to days that are mutually acceptable to the Qualified Instructor and his supervisor.

ARTICLE 35 – SICK LEAVE:

35.01 Each employee in the Bargaining Unit shall accumulate sick leave credits at the rate of one and one-quarter ($1\frac{1}{4}$) days per month for each calendar month of continuous employment up to a maximum of two hundred and forty (240) days.

35.02 Each employee who commences employment on or before the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits for that month.

35.03 Each employee who commences employment after the fifteenth (15th) of the month shall be eligible to begin accumulating sick leave credits the following month.

35.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty exceeds one-half ($\frac{1}{2}$) the number of working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits accumulated prior to such leave or suspension from duty.

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

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on non-instructional time;
- (c) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (d) days on which the employee is on sick leave pursuant to the terms of this Agreement; and
- (e) days on which the employee is absent from work while receiving Workers' Compensation Benefits.

35.06 A deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave shall be deducted in one-quarter ($\frac{1}{4}$) day increments. Absence on sick leave for less than one-quarter ($\frac{1}{4}$) day may be deducted as one-quarter ($\frac{1}{4}$) day; absence for more than one-quarter ($\frac{1}{4}$) day but less than one-half ($\frac{1}{2}$) day may be deducted as one-half ($\frac{1}{2}$) day; absence of more than one-half ($\frac{1}{2}$) day but less than three-quarter ($\frac{3}{4}$) day; may be deducted as three-quarter ($\frac{3}{4}$) day; absence of more than three-quarter ($\frac{3}{4}$) day but less than one (1) full day may be deducted as one (1) full day.

35.07 An individual employee may be required by the Employer to produce a Doctor's/Nurse Practitioner's certificate for any period of absence in excess of the three consecutive days for which sick leave is claimed and, if a certificate is not produced after such a request, the time absent from work will be deducted from the employee's wages. Where the Employer has reason to believe an individual employee is abusing the sick leave privileges, the Employer may issue to him a standing directive that requires him to submit a medical certificate for any period of absence for which sick leave is claimed.

35.08 An employee who is absent from work on account of sickness, accident, or exposure to contagious disease who wishes to use sick leave credits for such absence, must notify the employee's immediate Supervisor or a designate. The Employer is entitled to inquire, and receive a response, concerning the anticipated return to work date of an employee who is on sick leave.

35.09 Where a deduction from salary is to be made pursuant to Article 35.07 hereof, the employee is to be so informed in writing as soon as possible and the deduction shall be made if possible within sixty (60) days.

35.10 An employee who has used up the employee's sick leave credits, or has not yet earned sufficient credits, may be granted advanced sick leave without loss of pay for a period of up to fifteen (15) days and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee.

35.11 Where the employment of an employee who has been granted advanced sick leave in accordance with Article 35.10 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to the employee that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

35.12 An employee, who becomes ill while on annual vacation, may use sick credits rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer. Sick leave credits are not to be used by an employee during any period which would otherwise be considered non-instructional time.

ARTICLE 36 – MATERNITY/PATERNITY/CHILD CARE/ADOPTION LEAVE:

36.01 An employee intending to use maternity leave shall notify the Employer in writing at least fifteen (15) weeks prior to the expected date of delivery.

36.02 An employee is entitled to maternity leave of up to seventeen (17) weeks without pay.

36.03 At the request of the employee, Maternity Leave shall commence at any time within eight (8) weeks prior to the delivery date.

36.04 Notwithstanding Article 36.03, when an employee is unable to perform her regular duties due to her pregnancy, the Employer will make every reasonable effort to relocate the employee to a position or job consistent with her capacity. The Employer will not displace any other employee from his position in order to effect this relocation. If the Employer is unable to relocate such employee, the Employer may direct such employee to proceed on maternity leave where in its opinion the interest of the Employer so requires.

36.05 Where at any time prior to commencement of her requested maternity leave the Employer directs an employee to proceed on leave in accordance with Article 36.04 hereof or an employee is advised to proceed on leave by

her attending physician, the employee upon submission of a medical certificate, if requested by the Employer, may instead use accumulated sick leave credits until the date of commencement of her requested maternity leave.

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

36.07 During the period of maternity leave of up to seventeen (17) weeks only, specified in Article 36.02 hereof:

- (a) an employee continues to earn seniority and continuous service credits;
- (b) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by and subject to the terms of such plans;
- (c) an employee maintains but does not accrue sick leave or vacation leave / non-instructional time benefits for any calendar month in which she is on maternity leave for more than one-half (1/2) the number of working days in that month.
- (d) the anniversary date shall not change.

36.08 After completion of one (1) year continuous employment, an employee who agrees to return to work for a period of at least six months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan for a period not to exceed fifteen continuous weeks immediately following the minimum waiting period for unemployment insurance benefit eligibility.

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

- (a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the

regular rate of pay for each week of the two (2) waiting period less any other monies earned during this period; and

- (b) payments equal to the difference between the Employment Insurance benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay at the time maternity leave commences, less any other monies received during the period which may result in a decrease in Employment Insurance benefits to which the employee would have been eligible if no extra monies had been received during this period.
- (c) “Regular rate of pay” shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay or any other form of supplementary compensation.

36.10 An applicant under Article 36.09 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and continue to work for the Employer for a period of six months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

36.11 An employee who resigns her position for maternity reasons shall retain her accrued sick leave and retirement allowance credits if she becomes reemployed at NBCC within six (6) months from the date of her resignation provided such benefits have not been previously liquidated.

36.12 An employee who is absent from work and is receiving Worker's Compensation benefits is not entitled to any benefits under this article.

36.13 When an employee on maternity leave wishes to return to work earlier than provided for under 36.02 above she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

36.14 An employee returning to work from Maternity Leave shall be reinstated to her previously held position and shall receive a rate of pay that is equivalent to or greater than the rate of pay she was receiving immediately prior to her departure on maternity leave.

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

36.16 An employee granted extended maternity leave pursuant to Article 36.15 hereof may where permissible under the relevant group insurance plans, continue contributions including those of the Employer during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

36.17 Instructors proceeding on to Maternity Leave during the period that would have been, but for maternity leave, her non-instructional time, shall receive her pay for her non-instructional time prior to proceeding on leave.

36.18 Parental Leave/Adoption Leave

- (a) An employee who is a natural or adoptive parent shall be granted, upon request in writing, parental leave without pay for a period of up to thirty-seven (37) consecutive weeks.
- (b) Such leave shall commence no earlier than the date on which the new-born or adoptive child comes into the employee's care and shall end no later than fifty-two (52) weeks after this date.
- (c) Such leave shall be requested a minimum of six (6) weeks prior to the commencement of such leave in the case of natural parents and as soon as possible prior to the commencement of such leave in the case of adoptive parents.
- (d) The total number of weeks an employee is eligible for adoption leave may be shortened or lengthened by mutual agreement between the Employer and the employee.
- (e) During the period of parental/adoption leave of up to thirty-seven (37) weeks only specified in Article 36.18(a) hereof:
 - (i) an employee continues to earn seniority and continuous service credits;
 - (ii) where the employee participates in group insurance plans of the Employer, the employee and the Employer shall continue their contributions to premiums as required by

and subject to the terms of such plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

- (iii) an employee maintains but does not accrue sick leave or vacation leave benefits/non-instructional time benefits for any calendar month in which she is on parental/adoption leave for more than one-half (1/2) the number of working days in that month.

(f) An employee granted extended Adoption Leave pursuant to Article 36.18(d) above may, where permissible under the relevant group insurance plans continue contributions including those of the Employer, during such extended leave. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

(g) An employee who resigns his/her position for parental reasons shall retain his/her accrued sick leave and retirement allowance credits if he/she becomes reemployed at NBCC within six (6) months from the date of his/her resignation.

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

Leave with pay for birth / Adoption of a child

36.19 (a) A male instructor shall be granted three (3) days leave with pay for needs directly related to the birth of his child, or upon placement through adoption. Such leave is to be taken within a reasonable period of time surrounding the occasion of the arrival of the child.

(b) A female instructor shall be granted three (3) days leave with pay for needs directly related to the placement of a child through adoption. Such leave is to be taken within a reasonable period of time surrounding the occasion of the arrival of the child.

ARTICLE 37 – EMERGENCY/MISCELLANEOUS LEAVE:

37.01 Leave with pay may be granted when circumstances not directly attributable to the employee including illness in the immediate family, scheduling of medical or dental appointments prevents the employee

reporting for duty. While such leave will not be unreasonably withheld, the parties recognize an employee's obligation to schedule appointments outside the normal working hours of work to the extent possible.

37.02 The Employer may grant leaves of absence with or without pay to an employee requesting leave for good and sufficient cause.

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

ARTICLE 38 – BEREAVEMENT LEAVE:

38.01 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's spouse, child, parent or person acting in loco parentis, brother, sister, grandchild, grandparent or member of the employee's extended family living in the employee's household, without loss of pay up to seven (7) consecutive calendar days, one of which must be the date of the funeral.

38.02 Upon application an employee shall be granted bereavement leave in the event of the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or spouse's grandparent, without loss of pay up to five (5) consecutive calendar days one of which must be the date of the funeral.

38.03 An employee shall be granted bereavement leave in the event of the death of the employee's aunt, uncle, niece, or nephew, without loss of pay, for a maximum of one (1) calendar day which must be the date of the funeral.

38.04 Employees shall be granted, upon request, one-half (1/2) day's leave without loss of pay to attend the funeral of a colleague, providing the students are not prevented from attending classes.

38.05 An employee may be granted a maximum of an additional three (3) days bereavement leave at the discretion of the Employer for the purpose of travel to attend the funeral of any relative set out in this Article hereof or to carry out a family responsibility which the employee may be obliged to perform following the death of such relative.

ARTICLE 39 – PALLBEARER LEAVE:

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

ARTICLE 40 – COURT LEAVE:

40.01 (a) An employee is entitled to leave with pay when he is required to serve on a jury or to attend as a witness in any legal proceeding where the attendance of witnesses is compelled by law.

(b) An employee is not entitled to leave with pay where he is on leave of absence without pay or under suspension, or when the court or similar proceedings have been initiated by himself or with respect to attending court or proceedings not associated with his employment to which he is made a party.

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

40.02 If an employee serving in any of the above-mentioned capacities is not required to serve for the entire day, such employee shall then report to work.

ARTICLE 41 – EDUCATIONAL LEAVES:

EDUCATIONAL LEAVE

41.01 Subject to the approval of the Employer, Educational Leave from duty for the purpose of taking advanced or supplementary courses of professional or technical training may be granted in accordance with this Article to employees with a minimum of ten (10) months' service.

41.02 The Employer may waive the minimum service requirement in any case where it appears to be in the best interest of the service to do so.

41.03 No period of Educational Leave shall exceed twelve (12) consecutive months but the Employer may grant an extension of such leave.

41.04 Where an employee is granted Educational Leave, the Employer may require that employee to enter into an agreement to render where the

Educational Leave is to be for a period of one year or less, a one year period of service to the department or agency following completion of the Educational Leave. Where the Educational leave is for a period of more than one year the period of service shall not exceed a period equal to the leave.

41.05 If an employee who has received Educational Leave fails to complete his service obligation, he shall pay to the Employer an amount which bears the same ratio to the cost to the Employer of his training as the uncompleted obligation bears to his total obligation under Article 41.04.

41.06 Where leave of absence to take courses or training that requires an employee to be absent from his work for a continuous period exceeding one (1) month the Employer may grant Educational Leave to the employee and may approve the payment of:

- (a) the employee's salary or a part thereof;
- (b) tuition, where the claim is supported by a receipt;
- (c) travel expenses to and from the place of training once during the period of Educational Leave in accordance with the Travel Policy; and
- (d) other agreed expenses.

41.07 An employee shall be granted a tuition refund, or part thereof, upon successful completion of courses or training that do not require him/her to be absent from work, or require only brief absences, provided the employee has received prior approval from the Employer. The claim must be supported by a receipt.

41.08 Where an employee takes courses or training the Employer may authorize for that employee:

- (a) leave of absence with pay for the purpose of writing examinations;
- (b) payment of the expenses of writing examinations; and
- (c) payment of travelling expenses in accordance with Travel Policy.

41.09 Where Educational Leave is granted, the employee shall be eligible to accumulate sick leave credits and the trainee instructor shall be eligible to accumulate vacation leave credits in accordance with this Agreement; provided that no carry-over of vacation credits shall be permitted where Educational Leave is granted for a period of twelve (12) months.

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

41.11 Where an employee on Educational Leave receives other financial assistance from the Employer which need not be repaid, the Educational Leave benefits under this Article shall be reduced by the amount of the assistance so received.

41.12 In applying this article, Education Leave will be for the purpose of application to the employee's area of responsibility in order to improve the employee's skills and/or educational competencies.

SABBATICAL LEAVE

41.13 An employee may be granted sabbatical leave for varying periods of up to one year for approved study or travel, or industrial attachment where direct application to the employee's area of responsibility exists. Employees covered by this Agreement shall become eligible for sabbatical leave upon completion of seven (7) years of service with the departments or agencies covered by this Agreement, and shall receive allowances in lieu of salary of up to seventy-five percent (75%) of the employee's basic salary.

41.14 Any allowance already being received by the employee and not part of his basic salary shall not be used in the calculation of the leave allowances.

41.15 As a condition of the granting of sabbatical leave an employee shall, if required, give a written undertaking prior to the commencement of the leave to return to the service of the Employer for a period not less than three (3) years. If the employee

(a) fails to complete his course;

(b) does not resume his employment with the Employer following completion of the year; or

- (c) voluntarily ceases to be employed before termination of the three (3) year period he has undertaken to serve after completion of the year;

he shall repay the Employer on a prorated basis, all allowances paid to him during the sabbatical year, or such lesser sum as shall be determined by the Employer.

41.16 Upon return, the employee will receive a basic salary level not lower than the one he enjoyed before the leave was taken.

41.17 Applications for sabbatical leave shall be reviewed by a committee composed of representatives of both the Employer and the employees.

41.18 Unless indicated otherwise, applications for sabbatical leave shall be submitted by December 1st of each year. The Chairman shall be responsible for informing each applicant as soon as possible whether they have been granted leave or not.

CONFERENCES AND SEMINARS

41.19 Where the Employer assigns an employee or where an employee, at his written request, is granted leave to attend a conference, seminar or workshop, payment of the employee's reasonable expenses shall be approved by the Employer.

41.20 At the written request of an employee, the Employer may grant leave with pay up to ten (10) days annually to an employee for the purpose of attending conferences, seminars or workshops.

41.21 The attendance of employees at conferences, seminars or workshops will be consistent with the operational requirements of the Employer.

41.22 Request for leave under conferences, seminars or workshops will not be unreasonably withheld. Where such leave is not granted, the employee will be notified of the reasons for not granting the leave.

41.23 In applying this Article, requests for leaves to attend conferences, seminars or workshops will be for the purpose of direct application to the employee's area of instruction or supervision.

41.24 Where operational requirements permit, an employee may be granted leave with pay to participate in staff development activities.

EXAMINATION LEAVE

41.25 If the Employer requires or approves an employee request to write an examination for or attend a competition to assess the qualifications of the employee, the employee shall not suffer any loss of pay or break in service for the time absent from the job and may be reimbursed travel, meals and lodging in accordance with the Travel Policy.

ARTICLE 42 – INSTRUCTIONAL DEVELOPMENT PROGRAM:

42.01 The Employer agrees to assess the qualifications of all new employees and identify the number and types of mandatory courses required for employees to attain the "Qualified Instructor" status.

42.02 An employee who is assigned to attend the Instructor development program will receive the training without tuition cost to the individual. Any required travel shall be compensated as per Article 49.01.

42.03 Where an employee determines that one or more of the courses as set out in Article 42.01 hereof may be taken at a recognized place of learning other than as specified by the Employer, he may take such course or courses subject to prior written approval of the Employer. Where such courses are taken the Employer will pay tuition fees and required textbooks.

42.04 The instructional year for a full-time trainee employee will be from September 1 of one year to August 31 of the following year. During this period of time the employer will grant time off to undertake his pedagogical training. At the discretion of the Employer, an instructor may be required to forego pedagogical training where it is determined by the Employer to be impossible to supply the class with a satisfactory replacement. In such circumstances, and if possible, the employer will arrange the pedagogical training prior to the employee's next normal pedagogical training period.

42.05 The Employer shall offer an opportunity to any employee who is not trained at the time of appointment to begin the Instructor Development Program as soon as is practicable and reasonably possible and in any case within three (3) years of initial appointment.

ARTICLE 43 – TIME OFF FOR UNION BUSINESS:

43.01 An employee who has filed a grievance in accordance with the grievance procedure, Article 14, shall be granted time off work with pay when a grievance hearing is held, including adjudication.

43.02 At the written request of the Union, employees who are members of the Union Negotiating Committee shall be allowed leave of absence without pay to perform the duties of that committee. The Union will submit written notification at least two (2) weeks prior to the proposed leave if possible.

43.03 At the written request of the Union with at least two (2) weeks advance notice, the Employer shall, subject to operational requirements, grant leave of absence without loss of seniority, to employees designated by the Union for the purpose of attending Union Meetings and Conventions.

43.04 An employee who is elected or selected for a full-time position with the Union shall be granted leave of absence without pay by the Employer, without loss of accrued benefits, for a period of up to two (2) years. Such leave may be extended for a further period of up to two (2) years or more at the request of the employee. Such request shall not be unreasonably denied. Such leave shall be subject to the following conditions:

- (a) At least sixty (60) calendar days' notice of intention to return to work shall be given to the Employer.
- (b) The employee shall be returned to their previously held position subject to Article 31 (Layoff and Recall).
- (c) The Employer will pay any period of orientation required and the Union will reimburse the Employer.
- (d) During the period of leave, the employee may, if permissible under the relevant plan(s) continue their contribution and as well pay that of the Employer.
- (e) The employee's seniority shall continue to accrue.
- (f) The employee maintains but does not accrue sick leave, vacation leave or non-instructional time benefits.

This Article is not intended to provide greater privileges or benefits than those which would have been enjoyed had the employee not been so elected or selected.

43.05 In the case of leaves pursuant to Articles 43.02 and 43.03 the Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

ARTICLE 44 – HEALTH AND SAFETY:

44.01 Where the Employer requires an employee to wear safety apparel and equipment, the Employer shall supply at the Employer's expense, all required apparel and equipment save and except that which is of a personal nature. The safety equipment and apparel so provided shall not be removed from the Campus premises without the permission of the Employer.

44.02 Subject to Article 44.01, the Employer shall make available all safety equipment and apparel that is necessary to meet the requirements and comply with the *Occupational Health and Safety Act* where recommended.

44.03 The Employer shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment.

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

ARTICLE 45 – HEALTH, DENTAL AND GROUP LIFE INSURANCE PLANS:

45.01 Health and Dental Plans

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

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

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

(d) A qualified instructor in a term position of less than 10 months duration who normally participates in the Employer's group insurance plans may at

his written request continue contributions, including those of the Employer, to such group insurance plans at the end of his accumulated non-instructional time if he is placed on leave without pay and if permissible under the relevant plan. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

45.02 Group Life Insurance Plans

(a) The Employer shall cooperate with the Union to the extent that it agrees to recognize an employee's authorization to deduct Group Life Insurance Premiums from such employee's earnings and remit to the Union for participation in any plan other than the Employer's plan.

(b) The Employer and each employee shall participate in the existing Group Life Insurance Plan for Civil Service Employees on the same basis as at time of signing this collective agreement.

45.03 Any consideration of changing from the existing Plans identified in 45.01 and 45.02 to other equivalent Plans will be done through a jointly agreed upon process between the Parties.

ARTICLE 46 – INJURED ON DUTY:

42.01 Whenever an employee is unable to work as a result of an accident arising out of and in the course of his employment with the Employer, the employee shall be entitled to the benefits provided for pursuant to the provisions of the *Workers' Compensation Act*.

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

For the purpose of this article, where the Workers' Compensation Board benefits are reduced by the amount of any Canada Pension Plan payment, these payments shall be deemed to form part of the Workers' Compensation Board benefits.

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

ARTICLE 47 - RETIREMENT:

47.01 All benefits provided by the *Public Service Superannuation Act* shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act.

ARTICLE 48 – DISCONTINUANCE OF RETIREMENT

ALLOWANCE:

48.01 (a) Subject to the limitations in 48.01(b)(c) and 48.02 below, when an employee with a continuous service date falling before July 31, 2020 and continuous service within the Public Service of the Province of New Brunswick of five (5) years or more, retires due to disability, death or age, the Employer shall pay such an employee or beneficiary a retirement allowance equal to five (5) days' pay for each full year of continuous service and prorated for each partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay which shall be paid in a lump sum upon retirement at the employee's regular rate of pay.

(b) Where an employee with a continuous service date falling before July 31, 2020 retires due to disability, death, or age, the retirement allowance shall be a lump sum payment, payable forthwith to the employee, his beneficiary, or estate as the case may be. At the written request of the employee, payment of the retirement allowance, in whole or in part, may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one (1) payment in each of the two (2) taxation years.

(c) The retirement allowance will be discontinued effective July 31, 2020 as follows:

(i) Employees with a continuous service date falling on or after July 31, 2020 are not eligible for a retirement allowance.

(ii) Employees with a continuous service date falling before July 31, 2020 shall retain the full years of continuous service and partial years of continuous service accumulated up to July 31, 2020 for the purpose of calculating the retirement allowance. These employees will not accumulate further service credits beyond July 31, 2020 for the purpose of calculating the retirement allowance.

48.02 PAYOUT OF RETIREMENT ALLOWANCE

- (a) Any employee with a continuous service date falling before July 31, 2020 and who therefore remains eligible for a retirement allowance may select one of the following two options for the payment of retirement allowance earned up to July 31, 2020:
 - (i) an immediate single lump sum payment based on the employee's full and partial years of continuous service on July 31, 2020 and regular rate of pay on July 31, 2020; or
 - (ii) a single lump sum payment deferred to the time of the employee's retirement, based on the employee's full and partial years of continuous service on July 31, 2020 and regular rate of pay at the date of retirement. The lump sum payment shall be made no later than twenty-four (24) months following the date of retirement.
- (b) The immediate lump sum payment option in (a)(i) is also available to employees with a continuous service date falling before July 31, 2020 and who have not yet accumulated five years or more of continuous service.
- (c) An employee who selects an immediate lump sum payment under (a)(i) will not be eligible for any further retirement allowance payment at their retirement.
- (d) To assist the employees in making their payment selection, the Employer will advise eligible employees of their full and partial years of continuous service for the purpose of calculating the retirement allowance no later than October 31, 2020.
- (e) Employees will have until January 31, 2021 to advise the Employer that they select an immediate payment of their retirement allowance. Where an employee has not advised the Employer of their selection of an immediate payment by January 31, 2021, he will be deemed to have deferred his payment until retirement. An employee with fewer than five (5)

years of continuous service as of July 31, 2020, and who has not advised the Employer of a selection, will be deemed to have selected immediate payment.

- (f) Notwithstanding that the retirement allowance will be discontinued effective July 31, 2020, an employee with a continuous service date falling before July 31, 2020 may voluntarily choose to discontinue his retirement allowance early and receive his single lump sum payment at any point between the date of signing of the collective agreement and the date of expiry, as follows:
 - (i) The employee will notify the Employer in writing of his decision to discontinue his retirement allowance early and confirm his selected effective date for the discontinuance;
 - (ii) The single lump sum payment will be based on the employee's full years and partial years of continuous service and rate of pay on the effective date the employee has selected;
 - (iii) An employee who selects an early lump sum payment will not be eligible for any further retirement allowance payment at their retirement.
- (g) At the written request of an employee, payment of retirement allowance in whole or in part may be held over to the taxation year following the year in which the retirement allowance would normally be paid. There shall be no more than one payment in each of the two (2) taxation years.

48.03 LAY-OFF ALLOWANCE

- (a) The accumulation of service for the purpose of calculating a lay-off allowance shall continue after July 31, 2020 for all employees.
- (b) When a regular employee is laid off, the Employer shall pay such an employee a lay-off allowance equal to five (5) days' pay for each full or partial year of continuous service but not exceeding one hundred and twenty-five (125) days' pay at the employee's regular rate of pay. Such allowance for part-time employees will be pro-rated on the basis of time worked in relation to the hours normally worked by a full-time employee.

- (c) The lay-off allowance provisions shall also apply to term employees having continuous service of five (5) years or more and who have been terminated.

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

48.04 For the purposes of Article 48 “continuous service” means employment in the Public Service as specified in the First Schedule of the Public Service Labour Relations Act, provided there has been no break in service in excess of forty-five (45) working days. For term employees, successive term contracts shall constitute “continuous service” for the purpose of Article 48, provided there has not been a break in service in excess of four (4) months.

ARTICLE 49 – TRAVEL REGULATIONS:

49.01 The Travel Regulations in force and as amended from time to time shall apply to the employees in the bargaining unit.

49.02 Where an employee is required to travel from his base work location to another work location(s) within Canada or the State of Maine for the purpose of instructing, and where such travel time occurs outside the employee’s normal work day as defined in article 17.01(a), the employee shall be entitled to receive straight time off in lieu. An employee may, at his discretion, choose pay at straight time in respect of such hours rather than time off. Any balance owing, be it time off or pay, will be paid in the form of pay at straight time to the employee on April 1st.

ARTICLE 50 – TRANSFER OF BENEFITS:

50.01 Upon appointment from another Part of the Public Service, or another Employer within Part IV of the Public Service, providing no break in service of more than 45 days has occurred, an employee is entitled to,

- (a) transfer unused sick leave credits up to a maximum of 240 days credit;
- (b) transfer unused vacation leave and/or non-instructional time credits, up to his maximum annual entitlement or to take cash in lieu, at the employee's option;

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

(d) transfer his accumulated pension credits to any other pension plan that is applicable according to the terms of the reciprocal agreement in effect.

ARTICLE 51 – EMPLOYER-EMPLOYEE RELATIONS COMMITTEE:

51.01 A Provincial Labour Management Committee made up of representatives for each party shall meet at the request of either party during the administration of the collective agreement. Every reasonable effort will be made to ensure continuity of team membership during the life of the current collective agreement. The committee shall deal with matters of interpretation of the collective agreement and other matters of mutual concern. This committee does not have the power to add to, change or modify this collective agreement. The committee shall be constituted within thirty (30) days of signing of the collective agreement.

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

51.03 A meeting of the Committee shall be convened by the parties within ten (10) working days of the date that either party receives an agenda from the other that any matter as outlined under Article 51.01 needs to be referred to joint discussion, and it shall be incumbent upon the party receiving notice to establish the date of meeting within the ten (10) working days or make such other arrangements as is acceptable to the party that issued the notice.

ARTICLE 52 – TECHNOLOGICAL CHANGE:

52.01 Technological change means a change in the Employer's operation directly related to the introduction of equipment or material which will result

in a change in the employment status of employees or which substantially changes the duties performed by employees.

- 52.02 (a) Where technological change is to be implemented, the Employer will, as much as possible, seek ways and means to minimize adverse effects on employees which might result from such changes.
- (b) When the Employer is considering the introduction of technological change which substantially changes the duties performed by employees in the bargaining unit the Employer agrees to notify the Union at least four (4) months prior to the date the change is to be implemented. During this period, the parties will meet to discuss steps to be taken to assist employees who could be affected. The written notice will provide the following information:
- (i) the approximate number, classification, and location of employees likely to be affected by the change; and
 - (ii) the effect the change may be expected to have on working conditions or terms and conditions of employment on employees.

52.03 If as a result of change in technology the Employer requires an employee to undertake additional training, the training will be provided to the employee. Such training shall be given during the hours of work whenever possible. Any training due to technological change shall be at the Employer's expense without loss of pay to the employee.

52.04 If, after a reasonable period of training, the employee is unable or unwilling to acquire sufficient competence, the Employer shall make every effort to give preference to the affected employee in such position as may be available in the campus for which he/she has the necessary competence and qualifications. Should technological change result in layoff of an employee, the affected employee will be laid off in accordance with the layoff provisions of this agreement.

ARTICLE 53 -RETROACTIVITY:

53.01 Unless otherwise stated in the agreement, all new wages are retroactive to May 1, 2015.

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

(b) The following employees are entitled to retroactive pay on a prorated basis: employees who retired, died or were laid off after May 1, 2015 and employees on approved leave of absence on the date of signing.

53.03 Other employees who were employed on May 1, 2015, and who are not employed on the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to the individual Employer in which they were employed within 45 calendar days from the date of signing of this Agreement.

53.04 Retroactivity shall not apply to persons who;

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

(b) were discharged for just cause,

(c) became employed on or after May 1, 2015 and who voluntarily left their employment prior to the date of signing of this agreement,

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

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

ARTICLE 54 - SECONDMENTS:

54.01 Prior to an employee being seconded to a position outside of the bargaining unit or an individual being seconded to a position within the bargaining unit, the Employer, the Union and if applicable, the Union of the host bargaining unit, will enter into a Letter of Agreement detailing the collective agreement implications and the terms and conditions of employment for the period of the secondment. These terms and conditions of employment shall include but are not limited to, length of secondment, hours of work, rate of pay, vacation or non-instructional time, premiums, union dues, seniority and grievance/adjudication process.

ARTICLE 55 – CLERICAL ASSISTANCE:

55.01 Operational requirements permitting, clerical assistance and the use of photocopying equipment shall be made available to Instructors as may be reasonably required.

ARTICLE 56 – DURATION AND TERMINATION:

56.01 Subject to the provisions of Article 56.02 of this Agreement, this Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning May 1, 2015 and ending on July 31, 2020, 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 any time during the six (6) months prior to the expiration date of this Agreement or any renewal thereof.

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

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

IN WITNESS WHEREOF, the parties have signed this 24 day of April, 2018.

For the Employer:

Marilyn Luscombe
President and Chief Executive Officer

Suzanne Desrosiers

Ray Hubble

Heather Hatheway

Kirby Rushton

Amy Gough Farnworth

For the Union:

Susie Proulx-Daigle
President

Leigh Sprague

Mike Leaman

Steven Johnston

Kevin McCaig

Grady Davidson

SCHEDULE A

Schedule A													
Education (Instructional)													
Bi-weekly Rates													
Step	Nov 1/14	0.50% 01-May-15	0.50% 01-Nov-15	0.50% 01-May-16	0.50% 01-Nov-16	0.50% 01-May-17	0.50% 01-Nov-17	0.50% 01-May-18	0.50% 01-Nov-18	0.50% 01-May-19	0.50% 01-Nov-19	0.25% 01-May-20	2.50% 31-Jul-20
4	1905	1915	1924	1934	1944	1953	1963	1973	1983	1993	2003	2008	2058
5	1979	1989	1999	2009	2019	2029	2039	2050	2060	2070	2080	2086	2138
6	2058	2069	2079	2089	2100	2110	2121	2131	2142	2153	2164	2169	2223
7	2142	2152	2163	2174	2185	2196	2207	2218	2229	2240	2251	2257	2313
8	2228	2239	2250	2262	2273	2284	2296	2307	2319	2330	2342	2348	2406
9	2317	2329	2340	2352	2364	2376	2387	2399	2411	2423	2436	2442	2503
10	2410	2422	2434	2446	2458	2471	2483	2496	2508	2521	2533	2539	2603
11	2507	2520	2532	2545	2558	2570	2583	2596	2609	2622	2635	2642	2708
12	2607	2620	2633	2646	2660	2673	2686	2700	2713	2727	2740	2747	2816
13	2685	2698	2712	2725	2739	2752	2766	2780	2794	2808	2822	2829	2900
14	2765	2779	2793	2807	2821	2835	2849	2863	2878	2892	2907	2914	2987
15	2846	2861	2875	2889	2904	2918	2933	2947	2962	2977	2992	2999	3074
16	2932	2947	2961	2976	2991	3006	3021	3036	3051	3067	3082	3090	3167

APPENDIX A

PREVIOUSLY EXCLUDED CASUAL EMPLOYEES

“Previously Excluded Casual Employee” means a person who is doing the work of classifications represented by the Union pursuant to Certification Order Number PS-019-10, who is employed:

- (a) on a temporary basis to respond to a temporary increase in workload;
- (b) on a temporary basis to replace an absent employee; or
- (c) on a recurring seasonal basis who has not been so employed for a continuous period of six months; and

who, immediately prior to June 17, 2010, would have been excluded from the definition of “employee” under Section 1 of the *Public Service Labour Relations Act*, R.S.N.B. 1973, c. P-25, because of being employed on a casual or temporary basis and had not been so employed for a continuous period of six months.

Only the following terms and conditions shall apply to Previously Excluded Casual Employees.

Status of Employment:

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

As per the above, it is understood that Previously Excluded Casual Employees do not hold permanent employment with the Employer.

Seniority:

Seniority for Previously Excluded Casual Employees shall be the number of days of service in casual employment, excluding overtime, with the Employer from September 1, 2012. Service will only include days actually worked by the Previously Excluded Casual Employee.

Effective the date of signing of this Memorandum of Agreement, a Previously Excluded Casual Employee shall lose his/her seniority if there is a break in casual employment of more than twelve (12) months.

The Employer shall prepare a list of Previously Excluded Casual Employees and shall make this list available to the Union during January of each year.

Offer of Employment:

Subject to the availability of work, a Previously Excluded Casual Employee will be offered casual work provided he has been employed for a minimum of a full term within the past twelve (12) months and has performed such work satisfactorily. Where the Employer determines that more than one Previously Excluded Casual Employee has performed such work satisfactorily, the employee with greater seniority shall be given preference.

Once a work assignment has commenced, a Previously Excluded Casual Employee may not be replaced by another Previously Excluded Casual Employee with greater seniority.

The unit of operation for the calculation of seniority and the offering of employment will be by Program area at a given campus.

Union Dues:

The Employer shall deduct union dues from all Previously Excluded Casual Employees commencing thirty (30) days from date of signing of this Appendix, or within such reasonable period of time as can be accommodated within the payroll system.

Rate of Pay:

A Previously Excluded Casual Employee shall be paid per Schedule A.

Vacation:

In addition to the applicable rate of pay,

(a) Previously Excluded Casual Employees who have less than eight years of continuous employment with the employer shall be paid four percent (4%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

(b) Previously Excluded Casual Employees who have eight or more years of continuous employment with the employer shall be paid six percent (6%) of their straight time hourly rate of pay for all hours worked in lieu of vacation.

Holidays:

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

A Previously Excluded Casual Employee shall receive pay for public holidays in accordance with the *Employment Standards Act*.

Grievances:

A Previously Excluded Casual Employee shall have the right to present a grievance with respect to the interpretation, application, or administration of any term or condition of employment accorded him under this Appendix.

APPENDIX B

PAY STEP MAXIMUMS

To Reach Step	Instructor possesses
13	First level qualifications* which may consist of an Undergraduate Degree, Journeyman Certificate, College Diploma or appropriate course related Certificate.
14	Qualifications* required for Step 13, plus either a <ul style="list-style-type: none">• Degree in Education, or• higher degree beyond a Bachelor's Degree.
16	Qualifications* required for Step 14, plus either a <ul style="list-style-type: none">• Degree in Education, or• higher degree beyond a Bachelor's Degree

*Note – Except as provided for with the Degree in Education, no multiple counting of similar level academic/journeyman attainment will be considered for advancement to higher-level maximum. However, credit for similar level academic/journeyman attainment may be given in establishing the appropriate Pay Step at the time of hire.

LETTER OF INTENT

Between

New Brunswick Union of Public and Private
Employees, NBCC Education (Instructional)
Component, (the “Union”)

And

New Brunswick Community College (the
“Employer”)

Re: Joint Working Group

The Parties agree to establish a Joint Working Group for the purpose of
investigating and offering recommendations of what constitutes a reasonable
workload in relation to the relevant factors as outlined in Article 17.07.

Within ninety (90) days of the signing of the new collective agreement, each
Party will name three (3) representatives to sit on the Joint Working Group.

The Employer will maintain the salary and benefits of the Union members
of the Joint Working Group, who are NBCC employees, and invoice the
Union for reimbursement. The Union will also be responsible for the travel
and any accommodation expenses incurred by Union members of the Joint
Working Group.

Leigh Sprague

For the Union

April 24, 2018

Amy Gough Farnworth

For the Employer

April 24, 2018

LETTER OF UNDERSTANDING – BUSINESS DEVELOPMENT

Between New Brunswick Union of Public and Private Employees,
NBCC Education (Instructional) Component, (the
“Union”)

And New Brunswick Community College (the “Employer”)

At the request of the Employer, the parties shall meet to discuss new Business Development opportunities that the Employer may have, from time to time, where special agreement is reasonably sought with respect to the application of certain articles of the Collective Agreement to the employees who would be engaged in such opportunity.

Such agreement shall only be sought in instances where it has a material impact on the viability of the Business Development opportunity.

The parties shall attempt, in good faith, to reach agreement. However nothing in this Letter requires the Union to agree to anything other than the strict application of the Collective Agreement.

The employer shall disclose to the Union all material facts with respect to the Business Development opportunity; and the bidding process, where such facts are relevant to terms and conditions of employment and/or the necessity for a special agreement.

Business Development does not include grant-funded programs or apprenticeship.

No person who is an employee as of the date of the Employer’s request to meet shall be adversely impacted by any special agreement.

Special agreements reached as a result of discussions shall have an expiry date no later than the expiry date of this collective agreement.

Leigh Sprague
For the Union

April 24, 2018

Amy Gough Farnworth
For the Employer

April 24, 2018

LETTER OF INTENT – ARTICLE 36
MATERNITY/PATERNITY/CHILD CARE/ADOPTION LEAVE

Between New Brunswick Union of Public and Private Employees,
NBCC Education (Instructional) Component, (the
“Union”)

And New Brunswick Community College (the “Employer”

WHEREAS the Union and the Employer are parties to a collective agreement, expiry July 31, 2020;

And WHEREAS the Federal Government has recently announced its intent to make modifications to Maternity and Parental Employment Insurance benefits;

The Union and the Employer AGREE that if said modifications are enacted during the term of the collective agreement which materially impact Article 36 (Maternity/Paternity/Child Care/Adoption Leave), the parties may meet to discuss what if any impact the modifications have on the provisions of Article 36 of the collective agreement.

The Union and the Employer AGREE that such meeting will take place within thirty (30) days of the request of either party.

The Union and the Employer AGREE that if there are any changes to the provisions of Article 36 mutually considered to be either necessary, advisable, and/or desirable, that such changes may be made in the form of an interim agreement with an expiry date no later than the expiry date of the collective agreement. Such interim agreement may be subject to ratification.

Leigh Sprague

For the Union

April 24, 2018

Amy Gough Farnworth

For the Employer

April 24, 2018

NOTES

