

SOURCE	Province		
EFF.	85	07	01
TERM.	88	08	31
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS	500		

AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2745

OCT 15 1986

EXPIRES: August 31, 1988

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Government - of New Brunswick, province-wide - Canadian Union of Public Employees, Local 2745 (CLC) (500 employees): A 38-month renewal agreement effective from July 1, 1985, to August 31, 1988, settled in September at the conciliation officer stage. Duration of negotiations - 16 months.

Wages:	Effective	<u>July 1/85</u>	<u>July 1/86</u>	<u>July 1/87</u>	<u>Jan. 1/88</u>
General Increases		3%	2%	5%	1%
<u>Hourly Rates</u>					
<u>School Clerk 1</u>		\$8.00-\$8.49 (\$7.77-\$8.24)	\$8.16-\$8.66	\$8.57-\$9.09	\$8.66-\$9.18
<u>Teachers' Aide</u>		\$8.21-\$8.86 (\$7.97-\$8.60)	\$8.37-\$9.04	\$8.79-\$9.49	\$8.88-\$9.58
<u>School Library Assistant II</u>		\$9.42-\$10.39 (9.15-\$10.09)	\$9.61-\$10.60	\$10.09-\$11.13	\$10.19-\$11.24
<u>School Attendance Officer</u>		\$10.39-\$11.62 (\$10.09-\$11.28)	\$10.60-\$11.85	\$11.13-\$12.44	\$11.24-\$12.56

Hours of Work: 36 1/4 per week (unchanged).

Overtime: Time and one-half for all work performed in excess of regular workweek or workday. Time and one-half for the first 4 hours and double time thereafter when called back to work before or after regular working day X (unchanged).

Paid Holidays: 11 1/2 days (unchanged).

Paid Vacation: Effective January 1, 1987, 5 after 22 (23). Also, 3 weeks after 1 year, 4 after 8.

Health and Welfare: Group Life Insurance - Premiums paid 50 per cent by employer (unchanged).

Blue Cross - Blue Shield - Effective prior to January 1, 1987, the Blue Cross Plan 4S shall be cancelled and the Blue Cross TB72 Plan shall be introduced including the Basic Dental Plan.

Leave: Sick Leave - Certificate may be required after 2 consecutive days or after the employee has used 7 days of sick leave made up of 2 consecutive days or less (certificate may be required for any length of time loss).

Adoption Leave (new) - Leave without pay for a period of up to 17 weeks. One day leave with pay to be taken on the day of the placement of the child or prior to such date for matters directly related to the adoption.

Technological Change: Priority given in order of seniority, for training and/or workshops, relating to the operation of machines or office equipment (new).

THIS AGREEMENT made this 1st day of October, 1986

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

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

PREAMBLE:

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

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

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS

1.01 Union Recognition and Bargaining Unit

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

1.02 No Other Agreement

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

1.03 Future Legislation

Where any provision of this Agreement conflicts with the provisions of any public statute or regulation of the province, the provisions of the public statute or regulation shall prevail. In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be

substituted for the provision so rendered null and void. In the event no agreement can be reached, the parties may submit the matter to Adjudication, or the chairman of the Public Service Labour Relations Board as outlined under Section 99 of the Public Service Labour Relations Act.

1.04 Application of Agreement

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

1.05 Work of the Bargaining Unit

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

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

An alleged violation under Article 1.05 shall be processed through a Section 99 under the Public Service Labour Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY,

2.01 Management Rights

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

2.02 Provincial Security

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

ARTICLE 3 - DISCRIMINATION

3.01 No Discrimination

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

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ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF

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

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4.02 Check-Off

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

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4.03 Amount of Union Dues

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

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

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

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

4.04 Contribution Towards Union Expenses

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

4.05 Deductions to be Remitted

Deductions shall be made from the first pay of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made. The Union shall keep the Employer advised of the name and address of its Secretary-Treasurer. The deductions shall be from each pay, if so advised by the Secretary-Treasurer of the Union and in such a case the Employer shall forward such deductions to the Secretary-Treasurer no later than the last day of the following month.

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4.06 Employer Harmless of Liability

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

4.07 Dues Receipt

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

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence and Line of Authority

All correspondence between the Board of Management and the Union arising out of this agreement or incidental thereto, shall pass to and from the Director of Labour Relations, Board of Management, and the Recording Secretary of the Union. All correspondence between the School Board and the Sub-Local arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of the School Board and the Recording Secretary of the Sub-Local with copy to the Secretary of the School Board and the Secretary of the Union.

5.02 Responsible Officer of School Board

The School Board shall inform the Sub-Local in writing of the name of the responsible officer designated by the School Board.

Each employee shall be informed in writing of the name of her immediate supervisor.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES

6.01 Establishment of Committees

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

6.02 Matters Not Covered by Collective Agreement

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

5.03 Advisory Role

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

6.04 Meetings of Committees

The Sub-Local Labour-Management Committees shall consist of two representatives from the Employer and two representatives from the Sub-Local. The Provincial Committee shall consist of four representatives from **each party**. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one week in advance of the meeting.

6.05 Time Off with Pay to Attend Meetings

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

6.06 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and jointly signed by a representative of each party as promptly as possible after the close of the meeting. Signed copies of the Minutes will be forwarded to the members of the **Committee**, the Sub-Local, Regional **Vice-President(s)**, C.U.P.E. Co-ordinator, the District Superintendents, Director of Labour Relations, Treasury Board, the Director of Personnel, Department of Education and Secretary of the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Names of Stewards

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

7.02 Grievance Committee

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

7.03 Union Representatives

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

7.04 Permission to Leave Work

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

7.05 Informal Discussion

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

7.06 No Intimidation Concerning Grievances

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

7.07 Settling of Grievances

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

STEP ONE: Within twenty working days after the alleged grievance has arisen, the employee, accompanied by a member of the grievance **committee** and a representative of the Union if he so desires, may take the matter up with the District School **Superintendent** or his designate in the case of his absence presenting the grievance in **writing**, on forms agreed upon by the Employer and the Union. Failing any written reply or satisfactory settlement within five working days, the employee may proceed to Step Two.

STEP TWO:

Within ten working days from the expiration of the five-day period referred to in Step One, the employee, accompanied by the grievance committee and a representative of the Union if so desired, may take the matter up with the Board of School Trustees and/or a committee of the board. The Board and/or the committee shall reply in writing within ten working days from the presentation of the grievance under Step Two. Failing any written reply or satisfactory settlement within such ten-day period, the matter may be referred to adjudication as provided In Article 8 (Adjudication) hereof within 20 working days from the expiration of such ten-day period.

Level	Employee's Time to Present Grievance	Present Grievance to	Employer's Time to answer
First	20 days after the alleged grievance has arisen or discussion in accordance with 7.05 has failed	District School Superintendent or his designate	5 days
Final	10 days from receipt of reply from first level or date reply should have been received	Board of School Trustees c/o Secretary of the Board	10 days
Adjudication	20 days from receipt of reply from final level or date reply should have been received.	G-1 Form to Public Service Labour Relations Board with copy to Board of Management	N/A

In the calculation of time limits, Saturdays, Sundays and designated holidays are excluded.

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

7.08 Where more than one employee has a common grievance, they may submit a single grievance. Such a common grievance may be introduced at Step One within twenty working days after the alleged violation has occurred, signed by all grievors. Should the Employer not recognize the grievance as being "common" it shall so notify the employee(s) in writing as part of the reply at Step One, whereupon the grievance(s) if submitted to Step Two shall be considered as an individual grievance(s).

7.09 Grievances Concerning Lay-offs and Recall

Grievances concerning lay-offs and recalls shall be Initiated at Step Two of the grievance procedure.

7.10 Assistance During Grievance Investigation

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

7.11 Failure to Act Within Time Limits

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Board and the Union or Sub-Local. If advantage of the provisions of this Article is not taken within the time limits specified herein or as extended as set out in clause 7.11, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.12 Technical Objections to Grievance

Subject to Section 7.11, failure to comply fully with the grievance procedure established by this Article, is not a bar to adjudication of the grievance, if the Adjudicator before whom the grievance is adjudicated is of the opinion that the other party to the grievance was not prejudiced by the failure to comply and that to bar the adjudication would be an injustice.

7.13 Mutually Agreed Changes

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

ARTICLE 8 - ADJUDICATION

8.01 Application of Public Service Labour Relations Act

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

8.02 Decision of Adjudicator or Board of Adjudication

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

7.03 Power of Adjudicator or Adjudication Board

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

ARTICLE 9 - NO STRIKES OR LOCKOUTS

9.01 No Strikes or Lockouts

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

ARTICLE 10 - DISCIPLINE AND DISCHARGE

10.01 Discharge Procedure

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

10.02 May Omit Grievance Steps

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

10.03 Unjust Suspension or Discharge

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

0.04 Evidence

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

10.05 Adverse Report

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

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10.06 Access to Personnel File

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

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10.07 Right to have Steward Present

Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall so notify the employee in advance of the purpose of the Interview in order that the employee may contact his/her Steward to be present at the interview.

A C.U.P.E. staff representative shall not be denied access to meetings with the Assistant Superintendent, Superintendent, or Board level.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

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

11.02 Seniority Unit

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

11.03 Seniority List

(a) The Employer shall maintain a seniority list for permanent employees and a seniority list for casual employees showing the date upon which each employee's casual service commenced and the date upon which each employee's permanent service commenced. An employee's accumulated seniority shall be her service in casual employment and permanent employment. The seniority lists shall show an employee's classification, accumulated seniority (calculated in years and days), the number of accumulated sick day credits and the vacation entitlement of each employee. Up to date seniority lists shall be sent to the Local and posted on all bulletin boards semi-annually within one month of the date for which the tabulation of seniority was calculated. The seniority of a permanent employee shall be recognized as greater than that of any casual employee.

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

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

11.04 Calculation of Seniority - Full-Time Employees

When a full-time employee has completed his probationary period, his seniority shall date back to the date on which his employment began.

11.05 Calculation of Seniority - Part-Time or Casual

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Seniority for part-time and casual employees shall be calculated on a daily basis as follows:

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

11.06 Probationary Period - Permanent and Casual Employees

Permanent employees shall be considered probationary during the first ninety (90) work days of employment as a permanent employee and shall have no seniority rights during that period. Casual employees shall be considered probationary during the first one hundred (100) days of employment as a casual employee and shall have no seniority rights during that period. A casual employee who has completed her probationary

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period and who acquires a permanent position shall be subject to the trial period under Article 12.03 and shall not be subject to a second probationary period. During such probationary period the decision of the Employer as to work assignments or lay-offs of the employee concerned shall be governed by the provisions of the Collective Agreement.

11.07 Work Assignments of a Casual Nature

(a) All full-time work assignments of a casual or temporary nature which the Employer has determined will have an anticipated duration of a month or longer shall be offered to the permanent part-time employees in the district, by order of their seniority, provided such employee has indicated in writing their willingness to accept such work assignments and providing that this employee has the ability to do the job.

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

(b) A school board policy mutually agreed upon by the parties concerning work assignments of a casual nature shall apply in lieu of 11.07 (a) above.

11.08 Loss of Seniority

(a) An employee who:

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

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

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

(iv) has voluntarily left the employ of the Board; shall lose any acquired seniority and shall be re-employed only as a new employee.

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(b) An employee who:

(i) is on approved leave of absence as per leave of absence under Article 20;

(ii) is absent from work while in receipt of benefits under clause 27.01 (Worker's Compensation); or

(iii) is absent from work while drawing sick pay shall retain and continue to accumulate seniority.

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

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

11.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred or promoted to a position outside the Bargaining Unit without the employee's consent. Where an employee is voluntarily transferred or promoted outside the Bargaining Unit, he shall **retain** his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to his position in the Bargaining Unit within fifteen (15) calendar days. If such an employee later returns to the Bargaining Unit, he shall be placed in his former **classification** consistent with his seniority. Such return shall not result in the lay-off or bumping of another employee holding greater seniority.

11.10 Seniority Protection on Merger or Amalgamation

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

11.11 A permanent employee may use her seniority rights to bid on a posted vacancy within the District she is employed or a District adjacent to the District in which she is employed. In such case, the employee's seniority shall be **recognized** by the adjacent district where the vacancy **exists**, as per Article 12.02. Where such an employee is successful under Article 12.02, she shall have seniority portability to the adjacent district and such seniority shall form part of her cumulative seniority. There shall be **no** requirement to post a vacant position in any other District other than the District in which the position is located..

ARTICLE 12 - VACANCIES

12.01 (a) Job Postings

When a vacancy occurs within the Bargaining Unit, or the creation of a new position within the Bargaining Unit is established, such position shall be posted with complete information within fifteen (15) working days. Such notice shall be posted for a minimum of 10 working days on bulletin boards in all buildings out of **which** employees work and a copy of the Notice shall be sent to the Sub-Local.

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

(b) Information on Postings

Such notice shall contain the following information:

- (1) Duties of the position
- (2) Essential and desired qualifications
- (3) Work location, shift and hours of work
- (4) Wage or salary rate

12.02 Role of Seniority in Promotions and Transfers

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In filling job vacancies and new positions, appointment shall be awarded within twenty (20) working days from the closing of posting to the senior applicant, provided she is able to perform the job. The job shall be filled within two (2) weeks of appointment.

12.03 Trial Period

When an employee is promoted within the Bargaining Unit, he shall have a trial period of three months and if he is not confirmed in his new position within such a period, he shall revert to his former position and other employees shall revert as may be necessary.

12.04 Promotions Requiring Higher Qualifications

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

12.05 Older Worker Provision

An employee who is unable to perform his normal duties may be provided with alternate suitable employment.

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12.06 Handicapped Worker Provision

The Employer will attempt to provide alternate employment for an employee who is unable, through Injury or illness, to perform his normal duties, provided such alternate employment is available and such employee shall not displace an employee with more seniority.

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12.07 Within seven calendar days of appointment to a vacant position, the successful applicant shall be informed and his name shall be posted on all appropriate bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

ARTICLE 13 - LAY-OFF AND RECALL

13.01 Definition

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

13.02 Lay-Off Procedure

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

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13.03 Notice of Lay-Off

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

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

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

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

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

13.05 Bumping Procedure

Employees laid off shall be entitled to claim the position of the most junior employee in any classification in the District subject to the following conditions:

- (1) that such other job is held by an employee with less seniority;
- (11) that the employee claiming the position has the ability to perform the work.

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13.06 Recall Procedures

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

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13.07 No New Employees During Lay-offs

No new employees will be hired by a School District until all laid-off employees in that classification have been given an opportunity for recall.

13.08 Retention of seniority on Lay-Off

In the event an employee is laid off, he will not lose his seniority for the purpose of recall, if recalled by the Employer within eighteen (18) months after his layoff. Any employee not recalled within an eighteen (18) month time limit shall lose all seniority rights for recall by the Employer.

13.09 Benefits During Lay-off and Unpaid Separation

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

ARTICLE 14 - HOURS OF WORK

14.01 (a) Weekly Hours of Work

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

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14.02 No Guarantee

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

4.03 Clerical Assistance

The ratio of clerical assistance to teachers referred to in the Collective Agreement between Treasury Board and the New Brunswick Teacher's Federation will not be considered as a maximum to determine the number of clerical assistants to be assigned to a school district.

14.04 Employment Stabilization

In order of seniority, a clerical employee shall, where operational scheduling permits and there is no extra cost to the Employer, be offered a work schedule to maximize his or her working hours to a total of 7 1/4 hours per day and 36 1/4 hours per week. This Article shall apply to vacancies, promotions or a creation of a new position.

14.05 Rest Periods

Each full-time employee may take two fifteen (15) minute breaks each day at the time approved by the responsible officer designated by the Employer. Part-time and casual employees will be allowed one fifteen (15) minute break for every three consecutive hours worked. The maximum breaks in any given day worked will be two.

14.06 Union Meeting

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

ARTICLE 15 - OVERTIME

15.01 All work performed by employees covered by this Agreement, in excess of their regular workweek of thirty-six and one-quarter (36 1/4) hours per week or in excess of their regular work day as defined in clause 14.01 of Article 14 (Hours of Work), shall be paid for at the rate of time and one-half (1 1/2) the employee's regular hourly rate.

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

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

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

15.05 Overtime Not Claimed

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

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

15.07 Payment for or Supply of Meals

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

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ARTICLE 16 - TECHNOLOGICAL CHANGE

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

16.02 An employee given, notice under Article .01 will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer, and where possible will be conducted during regular office hours (8:30 a.m. - 5:00 p.m.). The employee ~~shall not suffer a reduction in pay or benefits during such training period.~~ The parties agree that the nature, extent and intensity of the training period required will vary in relation to the particular technological change introduced.

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

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

ARTICLE 17 - HOLIDAYS

17.01 (a) Paid Holidays

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

New Year's Day;
Good Friday;

Easter Monday;
Victoria Day;
Dominion Day;
First Monday in August;
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day; or

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

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

24 and/or December 31, he/she shall receive his last four (4) working hours off with pay. Where due to operational requirements, it is not possible to provide these four hours off, an employee shall be provided four hours off at a later date determined through mutual agreement between the Employer and employee in lieu thereof.

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

17.03 Compensation for Holiday Falling on Scheduled Day Off

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

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

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

ARTICLE 18 - VACATION

18.01 Length of Vacation - Employees Engaged for 12 Months

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

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

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

(c) eight calendar years but less than twenty-three calendar years shall be entitled to a vacation of four weeks with pay at her regular rate. Effective January 1, 1987, the above reference to "twenty-three (23) years" shall be amended to read "twenty-two (22) years".

(d) twenty-three calendar years or more shall be entitled to a vacation of Five weeks with pay at her regular rate. Effective January 1, 1987, the above reference to "twenty-three (23) years" shall be amended to read "twenty-two (22) years". This improved vacation leave shall be taken during vacation year July 1, 1987 to June 30, 1988.

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

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

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

(b) ..for periods of layoff in excess of fifteen (15) consecutive calendar days;

(c) on maternity leave;

(d) approved leave of absence without pay over 15 calendar days; in which cases shall reduce the full vacation entitlement on a pro-rated basis of 1/12 for each full calendar month of absence. For greater clarification, leaves of absence for Union business, excluding a leave of absence under 20.09,(a), shall not reduce the full vacation entitlement.

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18.02 Length of Vacation - Employees Not Engaged for 12 Months

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

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

(b) If she has one or more calendar years of service but less than eight calendar years' service, vacation pay at the rate of one and one-quarter (1 1/4) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of fifteen days;

(c) if she has eight or more calendar years of service but less than twenty-three calendar years of service, vacation pay at the rate of one and two-thirds (1-2/3) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of twenty days. Effective January 1, 1987, the above reference to "twenty-three (23) years" shall be amended to read "twenty-two (22) years".

(d) if she has twenty-three (23) or more calendar years of service, vacation pay at the rate of two and one-twelfth (2-1/12) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of twenty-five days. Effective January 1, 1987, the above reference to "twenty-three (23) years" shall be amended to read "twenty-two (22) years".

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

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

18.03 Computing Vacation

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

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

9.07 Extension of Sick Leave

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

19.08 Payback for Unrecovered Sick Leave

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

19.09 Illness during Vacation

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

19.10 Sick Leave Bank

The parties agree to Appendix (Sick Leave Bank).

ARTICLE 20 - LEAVE OF ABSENCE

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20.01 Bereavement Leave

(a) An employee with seniority shall be granted bereavement leave in the event of the death of the employee's mother, father, wife, common law spouse, husband, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, uncle, aunt, grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, ~~without loss of regular pay for five consecutive calendar days terminating~~ no later than two (2) calendar days after the funeral, provided pay shall not be given for any of such five days which falls on a holiday or which does not fall on a regular working day.

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

20.02 Pallbearer Leave

One-half day leave at the regular wage shall be granted to an employee to attend a funeral as a pallbearer.

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

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

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

18.04 Holiday During Vacation

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

18.05 Vacation Pay on Termination

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

18.06 Vacation Scheduling

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

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

The vacation schedule shall be arranged by the employer so as to cause minimum of interference **with** the operations of the school district taking into account the seniority and preference of the employee.

18.07 Banking Vacation Credits

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

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18.08 Pay During Vacations and Vacation Pay

An employee must apply in writing at least six (6) weeks in advance of the **commencement** of her vacation period if she is to receive her pay cheque prior to her vacation, provided such vacation period is for a minimum of one week.

18.09 Vacation Pay for Casual Employees

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

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

ARTICLE 19 - SICK LEAVE

19.01 Sick Leave Defined

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

19.02 Amount of Sick Leave

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

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(b) Part-time Employees -

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

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19.03 Computation of Sick Leave

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

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

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

19.04 Deductions from Sick Leave

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

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

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

19.06 Proof of Illness

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

J.03 Jury Duty

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

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20.04 Meeting with Employer

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

20.05 Examination Leave

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

20.06 Educational Leave

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

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20.07 Maternity Leave

(a) Length of Maternity Leave

(1) An employee shall be eligible for maternity leave without pay and without loss of seniority two months prior to the anticipated delivery date, provided such leave will be granted earlier or deferred provided that a certificate from a qualified medical practitioner is submitted to the Board stating that if her health so requires she should or should not be working.

(2) Maternity Leave shall terminate no later than four months following date of delivery upon production of a medical Certificate that she is ready to return to work.

(3) Notwithstanding the above, the Board reserves the right to direct an employee who is pregnant to proceed on maternity leave at any time if the condition of the employee becomes incompatible with the requirements of her job because of her pregnancy.

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- (4) The Employer may grant an extended maternity leave at the Employer's discretion.

(b) Seniority Status During Maternity Leave

While on maternity leave, an employee shall retain her full employment status and seniority. On return from maternity leave the employee shall be reinstated to her position.

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(c) Use of Sick Leave

- (1) Employees entitled to maternity leave shall be permitted to apply for ten (10) working days of their accumulated sick leave credits against their Unemployment Insurance waiting period of two weeks.
- (2) Should the employee not return to work following her maternity leave as per clause 20.07 (c) (1), the employee shall compensate the Employer for such sick leave granted.

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Adoption Leave

Upon application in writing, an employee adopting a child shall be granted a leave of absence without pay for a period of up to seventeen (17) weeks upon placement of the child. An employee shall be granted a total of one (1) day leave of absence without loss of pay to be taken on the day of the placement of the child or prior to such date for matters relating directly to the adoption.

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While on Adoption Leave, an employee shall retain her full employment status and seniority and shall continue to accumulate her seniority. On return, the employee shall be reinstated to her position.

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20.0E Conventions and Education Seminars

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay to not more than five employees for each School District at the same time, designated by the Union for the purpose of attending Labour conventions or seminars, provided that the Union shall have requested such leave of absence at least two weeks prior to the proposed leave and each employee is in a different classification. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union.

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9.09 Leave of Absence for Union Functions

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

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

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(c) The parties agree that a special sub committee of the Labour Management Committee shall be established to develop guidelines for a program of professional development.

Once such guidelines have been agreed to at the provincial labour management level, they shall be circulated to both Districts and Sub-locals Labour Management Committees, for joint discussion and to implement a program for professional development.

It is understood that the time used for such professional development will be jointly determined between the District and the Sub-local Labour Management Committee.

20.10 Grievance and Adjudication Pay Provisions

The grievor and one Sub-Local Union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

20.11 Medical Care Leave

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

20.12 General Leave

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

20.13 Emergency Leave

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

- (i) where there is a serious illness in the employee's immediate family; 6/1
- (ii) where circumstances not directly attributable to the employee prevent him from reporting for duty; or
- (iii) under such other circumstances as the Employer may approve.

Such leave shall not be unreasonably withheld.

20.14 (a) When the schools are closed due to hazardous road conditions caused by weather conditions, an employee will not be expected to travel until the roads are passable and shall report her absence to the employer and shall not suffer any loss of pay on account of such absence. 480/1

(b) When a school is closed during an employee's work day due to weather conditions, such an employee may be entitled to leave her work place without loss of pay upon authorization of the Employer. Such leave shall not be unreasonably withheld.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES

21.01 Wages

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

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

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

21.03 Acting Pay

Except when covering for a person on vacation, where an employee temporarily substitutes in or performs the principal duties of a higher paying position for a period of three consecutive working days or more he shall receive the rate for the position and the rate shall be retroactive to the first day that she substituted in or performed the principal duties of the higher paying position. When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced. 47/03

21.04 Rate of Pay on Promotion

Where an employee is promoted to a higher classification, she shall be paid at the rate of pay in the new classification which is at least five percent above the rate of pay received in the previous classification or the minimum of the new classification, whichever is greater.

21.05 Pay Steps

Subject to 21.04, employees who are on pay ranges will remain at A or B of the pay range for a minimum period of one (1) calendar year from date of their employment or the date of their promotion. Where an employee has not worked 252 days by the end of one calendar year such an employee will not be entitled to move to the next pay step (B or C) until she has worked 252 work days. In any event, employees shall not remain at step A for more than 2 calendar years from the date of employment or promotion and furthermore shall not remain at step B for more than 2 calendar years. For the purpose of this clause a work day is a day on which an employee works (excluding overtime) regardless of how many hours worked.

It is understood that a permanent, full-time employee engaged for twelve (12) months who is on pay range shall advance to the next step in her pay range upon completion of one calendar year's work from the date of her employment or the date of her promotion.

21.06 Mileage Allowance

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

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21.07 Retirement Allowance

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

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

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

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

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

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

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

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

ARTICLE 22 - DEFINITIONS

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

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

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

(d) A "**casual**" employee is an employee who is engaged on a day-to-day basis and when employed shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

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

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

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

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

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

(h) For the administration and application of this Agreement "Employer" means and includes Board of Management, Department of Education and School Boards.

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

ARTICLE 23 - CLASSIFICATION

23.01 Present Classification

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

23.02 Provincial Study Committee

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

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

23.03 Establishment and Deletion of Classification

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

23.04 Review of Classification

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

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23.05 Classification Appeal Procedure

Where an employee, after following the procedure under Article 23.04 is not satisfied with the results, she may **within** ten days of receiving such results submit the reclassification **grievance** through the Regional Vice-president to a single adjudicator named in this Agreement.

✓

The Adjudicator covering the above two Articles only (Articles 23.03 and 23.04) shall be Thomas Kuttner. The sole Adjudicator shall have all the powers as outlined in this Agreement.

Legislated

ARTICLE 24 - RETIREMENT AGE AND PENSION

24.01 Retirement Age

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

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

- (1) **Compulsary** after completion of probationary period provided employee is at least 18 years of age.

- (2) Employee contribution rate - **4.5%** of earnings up to YMPE.
- **6%** of earnings over YMPE.
- (3) Maximum allowable break-in-service to be extended to one year.
- (4) Benefit - **2%** final 5 year average integrated with Canada Pension Plan.
- (5) Vesting to occur after completion of 5 years of service.
- (6) Escalation to a ceiling of **2%** per year in accordance with C.P.I.

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

(c) See Letter of Intent on page

24.03 Definitions

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

24.04' Pension Committee

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

ARTICLE 25 - GROUP LIFE INSURANCE

25.01 (a) The following Group Life Insurance coverage shall be implemented for all permanent employees effective June 30, 1979. Premiums shall be paid **50%** by the Employer and **50%** by the employee:

Dependent Status	Amount of Coverage
Employee with no dependents	\$2,500
Employee with one dependent	1 x annual salary
Employee with two dependents	1 1/2 x annual salary
Employee with three dependents or more	2 x annual salary

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

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

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

ARTICLE 26 - BLUE CROSS-BLUE SHIELD

26.01 Blue Cross

(a) The Employer shall pay fifty percent (50%) of the cost of premiums of Blue Cross Plan 4S or its equivalent for all employees who have completed their probationary period. Employees enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

70K/050
20.6/1

26.02 Effective prior to January 1, 1987, the present Blue Cross Plan 4S shall be cancelled and the Blue Cross TB72 Plan shall be introduced including the Basic Dental Plan. The Employer shall pay fifty percent (50%) of the cost of premiums for an employee who has completed her probationary period. Membership in the plan shall be on a voluntary basis, however, once an employee elects to Join she must remain a member for at least two years.

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ARTICLE 27 - WORKERS' COMPENSATION

27.01 Workers' Compensation Supplement

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

76B/1

27.02 No Charge Against Sick or Vacation Leave Credits

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

27.03 Disability Pensioners

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

ARTICLE 28 - SAFETY AND HEALTH

28.01 Co-operation on Safety

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

28.02 First Aid Kits

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

28.03 The parties agree to participate in the Health and Safety Committees established pursuant to the Occupational Health and Safety Act. No employee who is a member of the Committee shall suffer any loss of regular pay for time spent attending meetings of the Health and Safety Committee. Any hours spent on work of the Committee outside of regular hours shall be paid for at straight time. ✓ 6.1

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

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

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

28.07 No employee shall be required to work under unsafe or unhealthy conditions. Any such conditions must be reported immediately. 64/1

25-4/1

ARTICLE 29 - JOB SECURITY

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

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

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

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

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

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

5/1

ARTICLE 30 - GENERAL CONDITIONS

30.01 Union Representative

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

30.02 Bulletin Board

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

30.03 Termination of Employment

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

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

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

.04 Accommodations

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

30.05 New Employees

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

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS

31.01 Existing Greater Benefits

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

(b) Local Appendices forming part of this Agreement and covering School Districts 15 and 20, shall apply only to employees hired prior to the following dates:

School District No. 20	March 31, 1972
School District No. 15	March 29, 1966

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

31.02 Portability of Benefits

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

ARTICLE 32 - COPIES OF AGREEMENT

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

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

ARTICLE 33 - DURATION AND TERMINATION

33.01 Continuation

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

33.02 Retroactivity

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

(b) All employees who have left the service of the School Board since July 1, 1985, and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, the former employees shall make claim by notice in writing to the Board which was his former Employer within sixty (60) days from the signing of **this** Agreement.

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



33.03 With the understanding that only wages at straight time rates are retroactive, this Agreement shall be in effect from July 1, 1985 to August 31, 1988 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty calendar days and not more than sixty calendar days prior to the expiration date of this Agreement or any renewal thereof.

IN WITNESS WHEREOF, the parties have signed this 1st day of October, 1986.

FOR THE UNION:

Wm. [unclear]
Henry O'Connell
Sherry Wilkins
 Maule Mason
 Ed [unclear]

FOR THE EMPLOYER:

[Signature]
[Signature]
[Signature]

APPENDIX 1 (SCHEDULE "A")

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION

EFFECTIVE JULY 1, 1985

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
SCHOOL CLERK I	A	8.00 ✓
	B	8.24
	C	8.49
SCHOOL SECRETARY ■	A	8.24
	B	8.49
	C	8.80
SWITCHBOARD OPERATOR	A	8.24
	B	8.49
	C	8.80
SCHOOL CLERK II	A	8.60
	B	8.96
	C	9.34
SCHOOL LIBRARY ASSISTANT ■	A	8.73
	B	9.17
	C	9.59
SCHOOL SECRETARY II	A	8.73
	B	9.17
	C	9.59
TEACHERS' AIDE	A	8.21 ✓
	B	8.53
	C	8.86
BOOKKEEPING MACHINE OPERATOR I	A	8.60
	B	8.96
	C	9.34
BOOKKEEPING MACHINE OPERATOR II	A	9.17
	B	9.54
	C	9.89
SCHOOL CLERK III	A	9.42
	B	9.82
	C	10.39

B

APPENDIX 1 (SCHEDULE "A") CONTINUED

JULY 1, 1985

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
SCHOOL LIBRARY ASSISTANT II	A	9.42
	B	9.82
	C	10.39
SCHOOL SECRETARY III	A	9.42 <i>✓</i>
	B	9.82
	C	10.39
DATA PROCESSING EQUIPMENT OPERATOR	A	9.54
	B	9.89
	C	10.39
SCHOOL CLERK IV	A	10.39
	B	10.93
	C	11.62
SCHOOL ATTENDANCE OFFICER	A	10.39
	B	10.93
	C	11.62
SCHOOL CLERK V	A	11.40
	B	11.74
	C	12.09

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION

EFFECTIVE JULY 1, 1986

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
CLASSROOM ATTENDANT	A	6.23
	B	6.56
	C	6.90
SCHOOL CLERK I	A	8.16 ✓ b
	B	8.40
	C	8.66
SCHOOL SECRETARY ■	A	8.40
	B	8.66
	C	8.98
SWITCHBOARD OPERATOR	A	8.40
	B	8.66
	C	8.98
SCHOOL CLERK II	A	8.77
	B	9.14
	C	9.53
SCHOOL LIBRARY ASSISTANT ■	A	8.90
	B	9.35
	C	9.78
SCHOOL SECRETARY II	A	8.90
	B	9.35
	C	9.78
TEACHERS' AIDE	A	8.37 ✓
	B	8.70
	C	9.04
SCHOOL CLERK III	A	9.61
	B	10.02
	C	10.60
SCHOOL LIBRARY ASSISTANT II	A	9.61
	B	10.02
	C	10.60

APPENDIX 1 (SCHEDULE "A") CONTINUED

JULY 1, 1986

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
ADMINISTRATIVE ASSISTANT	A	9.61
	B	10.02
	C	10.60
DATA PROCESSING EQUIPMENT OPERATOR I	A	9.61
	B	10.02
	C	10.60
DATA PROCESSING EQUIPMENT OPERATOR II	A	10.09
	B	10.61
	C	11.15
SCHOOL CLERK IV	A	10.60
	B	11.15
	C	11.85
SCHOOL ATTENDANCE OFFICER	A	10.60
	B	11.15
	C	11.85

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION

EFFECTIVE JULY 1, 1987

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
CLASSROOM ATTENDANT	A	6.54
	B	6.89
	C	7.25
SCHOOL CLERK ■	A	8.57 ✓ b
	B	8.82
	C	9.09
*SCHOOL SECRETARY ■	A	8.82
	B	9.09
	C	9.43
SWITCHBOARD OPERATOR	A	8.82
	B	9.09
	C	9.43
SCHOOL CLERK II	A	9.21
	B	9.60 .
	C	10.01
SCHOOL LIBRARY ASSISTANT ■	A	9.35
	B	9.82
	C	10.27
SCHOOL SECRETARY II	A	9.35
	B	9.82
	C	10.27
TEACHERS' AIDE	A	8.79 ✓
	B	9.14
	C	9.49
SCHOOL CLERK III	A	10.09
	B	10.52
	C	11.13
SCHOOL LIBRARY ASSISTANT II	A	10.09
	B	10.52
	C	11.13

APPENDIX 1 (SCHEDULE "A") CONTINUED

JULY 1, 1987

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
ADMINISTRATIVE ASSISTANT	A	10.09
	B	10.52
	C	11.13
DATA PROCESSING EQUIPMENT OPERATOR ■	A	10.09
	B	10.52
	C	11.13
DATA PROCESSING EQUIPMENT OPERATOR II	A	10.59
	B	11.14
	C	11.71
SCHOOL CLERK IV	A	11.13
	B	11.71
	C	12.44
SCHOOL ATTENDANCE OFFICER	A	11.13
	B	11.71
	C	12.44

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION

EFFECTIVE JANUARY 1, 1988

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
CLASSROOM ATTENDANT	A	6.61
	B	6.96
	C	7.32
SCHOOL CLERK ■	A	8.66 ✓
	B	8.91
	C	9.18
SCHOOL SECRETARY ■	A	8.91
	B	9.18
	C	9.52
SWITCHBOARD OPERATOR	A	8.91
	B	9.18
	C	9.52
SCHOOL CLERK II	A	9.30
	B	9.70
	C	10.11
SCHOOL LIBRARY ASSISTANT ■	A	9.44
	B	9.92
	C	10.37
SCHOOL SECRETARY II	A	9.44
	B	9.92
	C	10.37
TEACHERS' AIDE	A	8.88 ✓
	B	9.23
	C	9.58
SCHOOL CLERK III	A	10.19
	B	10.63
	C	11.24
SCHOOL LIBRARY ASSISTANT II	A	10.19
	B	10.63
	C	11.24

APPENDIX 1 (SCHEDULE "A") CONTINUED

JANUARY 1, 1988

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>HOURLY RATE</u>
ADMINISTRATIVE ASSISTANT	A	10.19
	B	10.63
	C	11.24
DATA PROCESSING EQUIPMENT OPERATOR I	A	10.19
	B	10.63
	C	11.24
DATA PROCESSING EQUIPMENT OPERATOR II	A	10.70
	B	11.25
	C	11.83
SCHOOL CLERK IV	A	11.24
	B	11.83
	C	12.56
SCHOOL ATTENDANCE OFFICER	A	11.24
	B	11.83
	C	12.56

LETTER OF INTENT

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

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

This Letter of Intent shall form part of the Collective Agreement dated , 1986 for interpretation and application.

1. Article 4.01

The parties agree that should the Supreme Court of Canada rule that membership in the Union is voluntary under the Canadian Charter of Rights, Article 4.01 shall be changed or deleted to bring it in line with such a ruling.

2. Article 12.01

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

3. Article 13

(a) In the event of a layoff, the senior laid off permanent employees shall be afforded all casual employment of a casual nature of one month duration or longer, before it is offered to any casual employee; provided the employee has the minimum qualifications of the job.

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

(c) As per Article 13.08 for a period of 18 months from layoff the laid off employee shall be afforded job vacancies before they are posted.

The word "recall" as used in Article 13.08 shall apply to permanent positions.

4. Article 18.01 and 18.02

1. For the purpose of Article 18.01, a calendar year is twelve months from employee's date of hiring.

i.e. where an employee is hired September 1, 1970, he would be entitled as of September 1, 1978 to a vacation of four weeks with pay at his regular rate for that vacation year.

2. For the purpose of Article 18.02 a calendar Year's Service (Calendar Year of Service) is twelve calendar months from employee's date of hiring.

3. For the purpose of Article 18.02:

(a) If the 8th or 22nd anniversary of the employee falls before the 16th of the calendar month he shall receive the higher vacation entitlement at the end of that month.

(b) If the 8th or 22nd anniversary of the employee falls after the 15th of the calendar month he shall receive the higher vacation entitlement at the end of the following month.

4. For the purpose of both 18.01 and 18.02:

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

5. Article 24

The parties agree to undertake a study of the present pension plan for employees through the auspices of the labour-management committee and make a joint report to the parties including recommendations. The committee shall make this report on or before the expiry date of the contract _____

6. Article 32.01

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

Classroom Attendant

Individuals who may be hired as classroom attendants will be credited with seniority for past work experience within the jurisdiction of the school district. Any individual hired who has more than one year's but less than two year's past work experience will be placed in the "B" pay step and any individual hired who has more than two year's past work experience will be placed in the "C" pay step.

8. Casual Persons

- A) It is agreed that all "casual" persons employed to perform functions of positions covered by Certification Order 033 SC 4a shall receive the rate of pay as outlined in the appropriate Collective Agreement.
- B) It is agreed that "casual" persons who accumulate 100 days of employment in a District shall be entitled to all the rights and benefits of a casual employee as found in the Collective Agreement. The 100 days of employment mentioned above do not necessarily have to be consecutive, and such 100 days worked shall be considered his probationary period as a casual employee.
- C) For the first 100 days of employment the "casual" person shall not be entitled to the rights and benefits of the collective agreement except (A) above.


9. School District No. 15 - Moncton

The Board agrees that there shall be no contracting out of work in a manner that should jeopardize the employment of an employee covered by the Local Appendix.

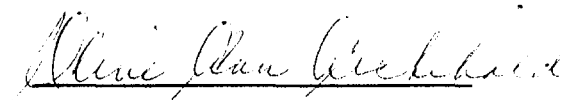
10. School District No. 20 - Saint John

In addition to or where appropriate, instead of, the working conditions, benefits and wage rates set forth in the principal Agreement, any conditions, benefits and wage rates as detailed in the Local Appendix signed between the Parties on the _____ and which forms part of this Agreement shall continue to apply to employees covered by the Local Appendix as long as they are superior to those in the principal Agreement.

FOR THE EMPLOYER:



FOR THE UNION:



Dated Oct. 17 1986, 1986

SICK LEAVE BANK APPENDIX

The parties agree to the establishment of a sick leave bank to cover employees under certification order number 033 SC 4a on the following basis:

- (a) Upon the signing of this Collective Agreement every employee shall contribute one-half (1/2) day from his unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank. The unused days in the Bank shall be added to the new allotment.
- (b) Applications for an allotment from the Sick Leave Bank may be made by an employee who through illness has utilized his own sick leave credits and/or vacation entitlement to a cumulative total of seventeen consecutive weeks (85 days). Where an employee does not have sufficient sick leave and/or vacation entitlement of his own to cover the first seventeen weeks of his illness the Sick Leave Bank Committee may agree that a "hardship case" exists and allow, such an employee sick leave entitlement from the Sick Leave Bank prior to the completion of the waiting period. (Seventeen weeks).

If an employee returns to work during the seventeen week waiting period and the same disability recurs, it will be considered a continuation of the previous disability provided the employee has returned to work for less than one month. In such a case, the seventeen weeks will not be consecutive and credit towards the waiting period will be given for those weeks while the employee was off work.

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

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

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

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

- 1) Upon the signing of the Collective Agreement the Administrators shall be advised by the Employer in writing of the amount of Sick Leave accrued to the Bank.

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

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

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

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

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

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

UNION NOMINEE

Dr. Richard Snow

BOARD OF MANAGEMENT NOMINEE

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

Letter of Intent

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

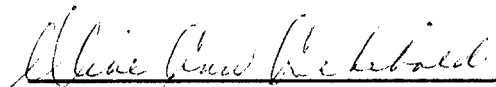
AND: The Canadian Union of Public Employees, Local 2745,
hereinafter called the Union, Party of the Second Part.

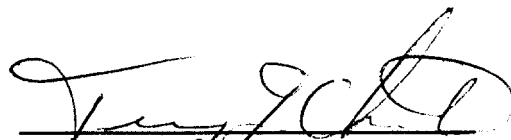
This letter of intent shall come into effect upon repeal of the
Auxilliary Classes Act.

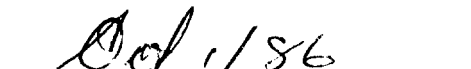
Transfer of Auxilliary Class and other special needs employees
to employment with the school board.

- (A) - All Classroom Attendants who are presently employed by
"Societies" shall be transferred over to Classroom
Attendant positions and will not have their jobs
posted; they will be transferred directly.
 - They will have length of service as "Society" employees
recognized for the purpose of seniority, and will
receive retroactive compensation at the appropriate
rate for all work performed since July 1, 1986 (as per
letter of intent).
 - Retroactive compensation shall mean the difference
between their hourly rate under the collective
agreement and their hourly rate paid under the
Auxilliary Classes Act.

- (B) - No Classroom Attendants may be directly transferred to
Teacher Aide positions. All new Teacher Aide positions
must be posted.


Union


Employer


Date

49
Ampls
reported by
labour P.O.
/

SOURCE	Province		
EFF.	01	07	83
TERM.	30	06	85
No. OF EMPLOYEES	500		
NOMBRE D'EMPLOYÉS			

*10

AGREEMENT

BETWEEN

BOARD OF MANAGEMENT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2745

Expires: June 30, 1985

Dep Rec'd

MAR 15 1985

~~802 3 001 03~~

THIS AGREEMENT made this *15th* day of *November, 1984.*

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

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

PREAMBLE:

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

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

ARTICLE 1 - RECOGNITION AND NEGOTIATIONS:

1.01 Union Recognition and Bargaining Unit

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

1.02 No Other Agreement

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

1.03 Future Legislation

Where any provision of this Agreement conflicts with the provisions of any public statute or regulation of the province, the provisions of the public statute or regulation shall prevail. In the event that any law passed by the Legislature of the Province, applying to employees covered by this Agreement, renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement, and the parties to this Agreement shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void. In the event no agreement can be reached, the parties may submit the matter to Adjudication, or the chairman of the Public Service Labour Relations Board as outlined under Section 99 of the Public Service Labour Relations Act.

1.04 Application of Agreement

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

1.05 Work of the Bargaining Unit

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

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

An alleged violation under Article 1.05 shall be processed through a Section 99 under the Public Service Labour Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS AND PROVINCIAL SECURITY:

2.01 Management Rights

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

2.02 Provincial Security

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

ARTICLE 3 - DISCRIMINATION:

3.01 No Discrimination

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

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECK-OFF:

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

4.02 ,Check-Off

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

4.03 Amount of Union Dues

Before the Employer is obligated to deduct any dues under this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount of dues to be deducted under this Article, until changed by a further written notice to the Employer signed by the President and Secretary-Treasurer of the Union, after which such changed amount shall be the amount to be deducted and so from time to time.

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

4.04 Contribution Towards Union Expenses

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

4.05 Deductions to be Remitted

Deductions shall be made from the first pay of each month and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following, accompanied by a list of all employees from whose wages the deductions have been made. The Union shall keep the Employer advised of the name and address of its Secretary-Treasurer.

4.06 Employer Harmless of Liability

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

4.07 Dues Receipt

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

ARTICLE 5 - CORRESPONDENCE

5.01 Correspondence and Line of Authority

All correspondence between the Treasury Board and the Union arising out of this agreement or incidental thereto, shall pass to and from the Director of Labour Relations, Board of Management and the Recording Secretary of the Union. All correspondence between the School Board and the Sub-Local arising out of this agreement or incidental thereto, shall pass to and from the Superintendent of the School Board and the Recording Secretary of the Sub-Local and the Union with a copy to the Secretary of the School Board.

5.02 Responsible Officer of School Board

The School Board shall inform the Sub-Local in writing of the name of the responsible officer designated by the School Board.

ARTICLE 6 - LABOUR-MANAGEMENT COMMITTEES:

6.01 Establishment of Committees

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

6.02 Matters Not Covered by Collective Agreement

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

6.03 Advisory Role

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

6.04 Meetings of Committees

The Sub-Local' Labour-Management Committees shall consist of two representatives from the Employer and two representatives from the Sub-Local. The Provincial Committee shall consist of four representatives from each party. The Committee shall meet at a mutually agreeable time and place upon the request of either party. Committee members shall receive notice and agenda at least one week in advance of the meeting.

6.05 Time Off with Pay to Attend Meetings

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

6.06 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and jointly signed by a representative of each party as promptly as possible after the close of the meeting. Signed copies of the Minutes will be forwarded to the members of the Committee, the Sub-Local, Regional Vice-President(s), C.U.P.E. Co-ordinator, the District Superintendents, Director of Labour Relations, Treasury Board, the Director of Personnel, Department of Education and Secretary of the Union.

ARTICLE 7 - GRIEVANCE PROCEDURE:

7.01 Names of Stewards

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

7.02 Grievance Committee

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

7.03 Union Representatives

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

7.04 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that he will not leave his work during working hours except to perform his duties under this agreement. Therefore, no steward shall leave his work without

obtaining the permission of his designated supervisor, if available, and such permission shall be given. If the designated supervisor is unavailable the steward shall obtain permission from the management personnel involved with the grievance, and such permission shall be given. Shop stewards shall service on y the district in which they are employed.

7.05 Informal Discussion

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

7.06 No Intimidation Concerning Grievances

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

7.07 Settling of Grievances

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

STEP ONE: Within twenty working days after the alleged grievance has arisen, the employee, accompanied by a member of the grievance committee and a representative of the Union if he so desires, may take the matter up with the District School Superintendent or his designate in the case of his absence presenting the grievance in writing, on forms agreed upon by the Employer and the Union, Failing any written reply or satisfactory settlement within five working days, the employee may proceed to Step Two.

STEP TWO: Within ten working days from the expiration of the five-day period referred to in Step One, the employee, accompanied by the grievance committee and a representative of the Union if so desired, may take the matter up with the Board of School Trustees and/or a committee of

the board. The form completed on Step One must be presented. The Board and/or the **committee** shall reply in writing on such for- within ten working days from the presentation of the grievance under Step Two. Failing any written reply or satisfactory settlement within such ten-day period, the matter may be referred to adjudication as provided in Article 8 (Adjudication) hereof within 20 working days from the expiration of such ten-day period.

7.08 Union-Employer Grievances

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

(b) **If** any matter, properly the subject of a notice **by** the Board to the Union as provided in clause 7.08(a) hereof is not disposed of to the mutual satisfaction of both parties within twenty working days after delivery of a notice to a member of the grievance committee as provided in clause 7.08(a) hereof, the Board may refer the matter to the Chairman of the Public Service Labour Relations Board in accordance with Section 99 of the Public Service Labour Relations Act within **ten** working days from the expiration of such one-month period.

7.09 Common Grievance

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

7.10 Grievances Concerning Lay-Offs and Recall

Grievances concerning lay-offs and recalls shall **be** initiated at Step Two of the grievance procedure.

7.11 Assistance During Grievance Investigation

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

7.12 Failure to Act Within Time Limits

Any and all time limits fixed by this Article may be extended or shortened by mutual agreement between the Board and the Union or Sub-Local, If advantage of the provisions of this Article is not taken within the time limits specified herein or as extended as set out in clause 7.12, the matter in dispute shall be deemed to have been abandoned and cannot be reopened.

7.13 Technical Objections to Grievance

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

7.14 Mutually Agreed Changes

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

ARTICLE 8 - ADJUDICATION:

8.01 Application of Public Service Labour Relations Act

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

8.02 Decision of Adjudicator or Board of Adjudication

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

8.03 Power of Adjudicator or Adjudication Board

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

ARTICLE 9 - NO STRIKES OR LOCKOUTS:

9.01 No Strikes or Lockouts

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

ARTICLE 10 - DISCIPLINE AND DISCHARGE:

10.01 Discharge Procedure

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

10.02 May Omit Grievance Steps

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

10.03 Unjust Suspension or Discharge

Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 10.01, that employee

shall be immediately reinstated in his former position without loss of continuous service or any other benefit which would have accrued to her if he had not been suspended or discharged. One of the benefits which she shall not lose is her regular pay during the period of suspension or discharge which shall be paid to her at the end of the next complete pay period following her reinstatement.

10.04 Evidence

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

10.05 Adverse Report

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

10.06 Access to Personnel File

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

10.07 Right to have Steward Present

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

A C.U.P.E. staff representative shall not be denied access to meetings with the Assistant Superintendent, Superintendent, or Board level.

ARTICLE 11 - SENIORITY

11.01 Seniority Defined

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

11.02 Seniority Unit

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

11.03 Seniority List

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

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

11.04 Calculation of Seniority - Full-Time Employees

When a full-time employee has completed his probationary period, his seniority shall date back to the date on which his employment began.

11.05 Calculation of Seniority - Part-Time or Casual

Seniority for part-time and casual employees shall be calculated on a daily basis as follows:

During each calendar year, at any given point of time the total of her wages (excluding overtime pay) shall be divided by her hourly rate to produce the number of hours worked. The figure so arrived at will be divided by 7½ to produce the number of working days represented by such total number of hours. For greater clarification 252 working days shall constitute one year's seniority.

11.06 Probationary Period - Permanent and Casual Employees

Permanent employees shall be considered probationary during the first ninety (90) work days of employment as a permanent employee and shall have no seniority rights during that period. Casual employees shall be considered probationary during the first one hundred (100) days of employment as a casual employee and shall have no seniority rights during that period. A casual **employee** who has **completed** her probationary period and who **acquires** a permanent position shall be subject to the trial period under Article 12.03 and shall not be subject to a second probationary period. During such probationary period the decision of the Employer as to work assignments or lay-offs of the employee concerned shall be governed by the provisions of the Collective Agreement.

11.07 Work Assignments of a Casual Nature

(a) All full-time work assignments of a casual nature in a given classification which the employer has determined will have an anticipated duration of a month or longer, shall be offered to the most senior permanent part-time employee in the **same** classification in the District. Should that employee refuse the **temporary** assignment, that work assignment shall be offered to the senior casual **employee** who possesses the minimum qualifications for the job.

(b) A school board policy mutually agreed upon by the parties concerning work assignments of a casual nature shall apply in lieu of 11.07 (a) above.

11.08 Loss of Seniority

(a) An employee who:

- (i) has been employed as a casual employee and has not worked during a period of more than eighteen (18) consecutive months;
- (ii) has been laid off for a continuous period of more than **eighteen** (18) months;
- (iii) has been discharged for just cause and *is* not reinstated;
- (iv) has voluntarily left the employ of the Board;

shall lose any **acquired** seniority and shall be re-employed only as a new employee.

(b) An employee who:

- (i) is on approved leave of absence as per leave of absence under Article 20;

(ii) is absent from work while in receipt of benefits under clause 27.01 (Worker's Compensation); or
(iii) is absent from work while drawing sick pay shall retain and continue to accumulate seniority.

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

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

11.09 Transfers and Seniority Outside Bargaining Unit

No employee shall be transferred or promoted to a position outside the Bargaining Unit without the employee's consent. Where an employee is voluntarily transferred or promoted outside the Bargaining Unit, he shall retain his seniority acquired at the date of leaving the unit, but will not accumulate any further seniority. Such an employee shall have the right to return to his position in the Bargaining Unit within fifteen (15) calendar days. If such an employee later returns to the Bargaining Unit, he shall be placed in his former classification consistent with his seniority. Such return shall not result in the lay-off or bumping of another employee holding greater seniority.

11.10 Seniority Protection on Merger or Amalgamation

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

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

ARTICLE 12 - VACANCIES

12.01 (a) Job Postings

When a vacancy occurs within the Bargaining Unit, or the creation of a new position within the Bargaining Unit is established, such position shall be posted with complete information within fifteen (15) working days. Such notice shall be posted for a minimum of 10 working days on bulletin boards in all buildings out of which employees work and a copy of the Notice shall be sent to the Sub-Local.

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

(b) Information on Postings

Such notice shall contain the following information:

- (1) Duties of the position
- (2) Essential and desired qualifications
- (3) Work location, shift and hours of work
- (4) Wage or salary rate

12.02 Role of Seniority in Promotions and Transfers

In filling job vacancies and new positions, appointment shall be awarded within twenty (20) working days from the closing of posting to the senior applicant, provided she is able to perform the job. The job shall be filled within two (2) weeks of appointment.

12.03 Trial Period

When an employee is promoted within the Bargaining Unit he shall have a trial period of three months and *if* he is not confirmed in his new position within such a period, he shall revert to his former position and other employees shall revert as may be necessary.

12.04 Promotions Requiring Higher Qualifications

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

12.05 Older Worker Provision

An employee who is unable to perform his normal duties may be provided with alternate suitable employment.

12.06 Handicapped Worker Provision

The Employer will attempt to provide alternate employment for an employee who is unable, through injury or illness, to perform his normal duties, provided such alternate employment *is* available and such employee shall *not* displace an employee with more seniority.

12.07 Within seven calendar days of appointment to a vacant position, the successful applicant shall be informed and his name shall be posted on all appropriate bulletin boards. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment.

12.08 Parties agree to appendix Classification Study.

ARTICLE 13 - LAY-OFF AND RECALL:

13.01 (a) For all employees, the person with the least seniority in a classification will be laid off at any school or institution. The employee laid off, may bump the most junior person in any classification in the district provided that the employee has the ability to perform the work.

13.02 Recall Procedures

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

13.03 No New Employees During Lay-offs

No new employees will be hired by a School District until all laid-off employees in that classification have been given an opportunity for recall.

13.04 Advance Notice of Lay-Off

The Employer will notify in writing employees who are to be laid off two (2) calendar weeks before the lay off is to be effective. If the employee laid off has not had the opportunity to work the scheduled work days during the term of notice, he shall be paid in lieu thereof for such days. This Article will not apply to casuals and probationary employees.

13.05 Retention of Seniority on Lay-Off

In the event an employee is laid off, he will not lose his seniority for the purpose of recall, if recalled by the Employer within eighteen (18) months after his layoff. Any employee not recalled within an eighteen (18) month time limit shall lose all seniority rights for recall by the Employer.

13.06 The Employer agrees to continue to pay the Employer's share of Group Life Insurance and Blue Cross for employees who are laid off for the remainder of the month of lay-off and the month following. If an employee is laid off in the month of June, the Employer agrees to pay the Employer's share of these plans for the months of June, July and August.

ARTICLE 14 - HOURS OF WORK:

14.01 (a) Weekly Hours of Work

The regular workweek for employees in the Stenographic, Typing, Clerical, Regulatory and Office Equipment Operation Group will be thirty-six and one-quarter ($36\frac{1}{4}$) hours consisting of a five-day week, seven and one-quarter ($7\frac{1}{4}$) hours per day as per Schedule approved by the responsible officer, Monday to Friday, inclusive.

14.02 No Guarantee

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

14.03 Clerical Assistance

The ratio of clerical assistance to teachers referred to in the Collective Agreement between Treasury Board and the New Brunswick Teacher's Federation will not be considered as a maximum to determine the number of clerical assistants to be assigned to a school district.

14.04 Employment Stabilization

In order of seniority, a clerical employee shall, where operational scheduling permits and there is no extra cost to the Employer, be offered a work schedule to maximize his or her working hours to a total of $7\frac{1}{4}$ hours per day and $36\frac{1}{4}$ hours per week. This Article shall apply to vacancies, promotions or a creation of a new position.

14.05 Rest Periods

Each full-time employee may take two fifteen (15) minute breaks each day at the time approved by the responsible officer designated by the Employer. Part-time and casual employees will be allowed one fifteen (15) minute break for every three consecutive hours worked. The maximum breaks in any given day worked will be two.

14.06 Union Meeting

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

ARTICLE 15 - OVERTIME

15.01 All work performed by employees covered by this Agreement, in excess of their regular workweek of thirty-six and one-quarter (36.25) hours per week or in excess of their regular work day as defined in clause 14.01 of Article 14 (Hours of Work), shall be paid for at the rate of time and one-half (1½) the employee's regular hourly rate.

15.02 Employees entitled to be paid overtime under Article 15.01 above who are called back to work before or after his regular working day shall be paid at one and one-half (1½) times his regular hourly rate for the first four (4) hours worked and double time for any hours in excess of four (4) hours, but in any event he shall be guaranteed a minimum of four (4) hours pay at his regular straight time hourly rate, whether work is available or not.

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

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

15.05 Overtime Not Claimed

compensation for overtime worked shall not be claimed for a period of extra duty at the end of a shift of fifteen (15) minutes or less. Where over-

time in excess of fifteen (15) minutes is worked at the end of a shift, the initial fifteen (15) minutes of extra duty shall be included in the calculation of overtime.

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

15.07 Payment for or Supply of Meals

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

ARTICLE 16 - TECHNOLOGICAL CHANGE

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

16.02 An employee given notice under Article .01 will be given a reasonable period of training necessary to obtain the new or greater skills required by the particular technological change introduced. Such training shall be at the expense of the Employer, and where possible will be conducted during regular office hours (8:30 a.m. - 5:00 p.m.). The employee shall not suffer a reduction in pay or benefits during such training period. The parties agree that the nature, extent and intensity of the training period required will vary in relation to the particular technological change introduced.

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

ARTICLE 17 - HOLIDAYS

17.01 (a) Paid Holidays

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

New Year's Day;
Good Friday;
Easter Monday ;
Victoria Day;
Dominion Day;
First Monday in August;
Labour Day;
Thanksgiving Day;
Remembrance Day;
Christmas Day;
Boxing Day; or

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

(b) Where an employee is normally scheduled to work on December 24 and/or December 31, he/she shall receive his last four (4) working hours off with pay. Where due to operational requirements, it is not possible to provide these four hours off, an employee shall be provided four hours off at a later date determined through mutual agreement between the Employer and employee in lieu thereof.

17.02 Pay for Work on a Holiday

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

17.03 Compensation for Holiday Falling on Scheduled Day Off

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

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

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

ARTICLE 18 - VACATION

18.01 Length of Vacation - Employees Engaged for 12 Months

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

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

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

(c) eight calendar years but less than twenty-three calendar years shall be entitled to a vacation of four weeks with pay at her regular rate;

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

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

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

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

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

18.02 Length of Vacation - Employees Not Engaged for 12 Months

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

(a) if she has 'less than one calendar year's service, vacation pay at the rate of one and one-quarter ($1\frac{1}{4}$) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30;

(b) if she has one or more calendar years of service but less than eight calendar years' service, vacation pay at the rate of one and one-quarter ($1\frac{1}{4}$) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of fifteen days;

(c) if she has eight or more calendar years of service but less than twenty-three calendar years of service, vacation pay at the rate of one and two-thirds ($1\frac{2}{3}$) days' pay at her regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of twenty days;

(d) if she has twenty-three (23) or more calendar years of service, vacation pay at the rate of two and one-twelfth ($2\frac{1}{12}$) days' pay at tier regular rate for each calendar month of service in the twelve months ending June 30 up to a maximum of twenty-five days.

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

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

18.03 Computing Vacation

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

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

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

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

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

18.04 Holiday During Vacation

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

18.05 Vacation Pay on Termination

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

18.06 Vacation Scheduling

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

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

The vacation schedule shall be arranged by the employer so as to cause minimum of interference with the operations of the school district taking into account the seniority and preference of the employee.

18.07 Banking Vacation Credits

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

18.08 Pay During Vacations and Vacation Pay

An employee must apply in writing at least six (6) weeks in advance of the commencement of her vacation period if she is to receive her pay cheque prior to her vacation, provided such vacation period is for a minimum of one week.

18.09 Vacation Pay for Casual Employees

The casual employee shall not be entitled to vacation but shall be paid vacation pay at the rate specified in the Vacation Pay Act of the Province of New Brunswick. Except on termination of employment or appointment to a permanent position, vacation pay for a casual employee shall be paid during July of each year. On the appointment to a permanent position the casual shall receive 100% of his earnings or the vacation pay Act entitlement whichever is greater, of all earnings from June 30th to date of receiving permanent position. Casual employment shall not be included in any vacation entitlement or calculation

under 18.01 or 18.02. Article 18 shall not be used for any purpose of reference under Article 11.

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

ARTICLE 19 - SICK LEAVE:

19.01 Sick Leave Defined

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

19.02 Amount of Sick Leave

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

(b) Part-time Employees -

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

19.03 Computation of Sick Leave

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

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

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

19.04 Deductions from Sick Leave

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

19.05 For time lost due to sickness the Employer may request a doctor's certificate and when a certificate is requested it must be submitted or time lost will be deducted from the employee's wages.

19.06 Proof of Illness

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

19.07 Extension of Sick Leave

An employee who has used up his sick leave credits shall be granted advanced sick leave with pay for a period up to fifteen days subject to the

deduction of such advanced leave from any sick leave credits subsequently earned.

19.08 Payback for Unrecovered Sick Leave

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

19.09 Illness during Vacation

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

19.10 Sick Leave Bank

The parties agree to Appendix (Sick Leave Bank).

ARTICLE 20 - LEAVE OF ABSENCE:

20.01 Bereavement Leave

(a) An employee with seniority shall be granted bereavement leave in the event of the death of the employee's mother, father, wife/common law spouse, husband, son, daughter, brother, sister, mother-in-law, father-in-law, grandparents, sister-in-law, brother-in-law, son-in-law and daughter-in-law, with pay at his regular rate up to a maximum of five consecutive workdays terminating no later than two (2) calendar days after the funeral, provided pay shall not be given for any of such five days which falls on a holiday or which does not fall on a regular working day.

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

20.02 Pallbearer Leave

One-half day leave at the regular wage shall be granted to an employee to attend a funeral as a pallbearer.

20.03 Jury Duty

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

20.04 Meeting with Employer

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

20.05 Examination Leave

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

20.06 Educational Leave

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

20.07 Maternity Leave

(a) Length of Maternity Leave

- (1) An employee shall be eligible for maternity leave without pay and without loss of seniority two months prior to the anticipated delivery date, provided such leave will be granted earlier or deferred provided that a certificate from a qualified medical practitioner is submitted to the Board stating that if her health so requires she should or should not be working.
- (2) Maternity Leave shall terminate no later than four months following date of delivery upon production of a medical certificate that she is ready to return to work.

- (3) Notwithstanding the above, the Board reserves the right to direct an employee who is pregnant to proceed on maternity leave at any time if the condition of the employee becomes incompatible with the requirements of her job because of her pregnancy.
- (4) The Employer may grant an extended maternity leave at the Employer's discretion.

(b) Seniority Status During Maternity Leave

While on maternity leave, an employee shall retain her full employment status and seniority. On return from maternity leave, the employee shall be reinstated to her position.

(c) Use of Sick Leave

- (1) Employees entitled to maternity leave shall be permitted to apply for ten (10) working days of their accumulated sick leave credits against their Unemployment Insurance waiting period of two weeks.
- (2) Should the employee not return to work following her maternity leave as per clause 20.07 (c) (i), the employee shall compensate the Employer for such sick leave granted.

20.08 Conventions and Education Seminars

At the written request of the Union, and where operational requirements permit, the Employer shall grant leave of absence with pay to not more than five employees for each School District at the same time, designated by the Union for the purpose of attending Labour conventions or seminars, provided that the Union shall have requested such leave of absence at least two weeks prior to the proposed leave and each employee is in a different classification. The pay granted by the Employer for the leave of absence shall be reimbursed to the Employer by the Local Union.

20.09 Leave of Absence for Union Functions

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

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

20.10 Grievance and Adjudication Pay Provisions

The **grievor** and one Sub-Local Union representative shall not suffer any loss of pay or benefits for the time involved in grievance and adjudication procedures.

20.11 Medical Care Leave

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

20.12 General Leave

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

20.13 Emergency Leave

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

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

20.14 When the schools are closed due to hazardous road conditions caused by weather conditions, an employee will not be expected to travel until the roads are passable and shall report her absence to the employer and shall not suffer any loss of pay on account of such absence.

ARTICLE 21 - PAYMENT OF WAGES AND ALLOWANCES:

21.01 Wages

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

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

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

21.03 Acting Pay

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

21.04 Rate of Pay on Promotion

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

above the rate of pay received in the previous classification or the minimum of the new classification, whichever is greater.

21.05 Pay Steps

Subject to 21.04, employees who are on pay ranges will remain at Step A or B of the pay range for a minimum period of one (1) calendar year from the date of their employment or the date of their promotion. Where an employee has not worked 252 days by the end of one calendar year such an employee will not be entitled to move to the next pay step (B or C) until she has worked 252 work days. In any event, employees shall not remain at step A for more than 2 calendar years from the date of employment or promotion and furthermore shall not remain at step B for more than 2 calendar years. For the purpose of this clause a work day is a day on which an employee works (excluding overtime) regardless of how many hours worked. (See Letter of Intent on Page)

21.06 Mileage Allowance

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

21.07 Retirement Allowance

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

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

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

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

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

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

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

ARTICLE 22 - DEFINITIONS:

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

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

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

(d) A "casual" employee is an employee who is engaged on a day-to-day basis and when employed shall be entitled to all the rights and benefits of the Collective Agreement unless an article:

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

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

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

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

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

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

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

ARTICLE 23 - CLASSIFICATION: -

23.01 Present Classification

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

23.02 Provincial Study Committee

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

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

23.03 Establishment and Deletion of Classification

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

23.04 Review of Classification

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

23.05 Classification Appeal Procedure

Where an employee, after following the procedure under Article 23.04 is not satisfied with the results, she may within ten days of receiving such results submit the reclassification grievance through the Regional Vice-president to a single adjudicator named in this Agreement.

The Adjudicator covering the above two Articles only (Articles 23.03 and 23.04) shall be Thomas Kuttner. The sole Adjudicator shall have all the powers as outlined in this Agreement.

ARTICLE 24 - RETIREMENT AGE AND PENSION:

24.01 Retirement Age

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

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

- (1) Compulsary after completion of probationary period provided employee is at least 18 years of age.
- (2) Employee contribution rate - 4.5% of earnings up to YMPE.
- 6% of earnings over YMPE.

- (3) Maximum allowable break-in-service to ~~Se~~ extended to one year.
- (4) Benefit - 2% final 5 year average integrated with Canada Pension Plan.
- (5) Vesting to occur after completion of 5 years of service.
- (6) Escalation to a ceiling of 2% per year in accordance with C.P.I.

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

(c) See Letter of intent on paye

24.03 Definitions

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

24.04 Pension Committee

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

ARTICLE 25 -- GROUP LIFE INSURANCE:

25.01 (a) The following Group Life Insurance coverage shall be implemented for all permanent employees effective June 30, 1979. Premiums shall be paid 50% by the Employer and 50% by the employee:

Dependent Status	Amount of Coverage
Employee with no dependents	\$2,500
Employee with one dependent	1 x annual salary

Employee with two dependents	1½ x annual salary
Employee with three dependents or more	2 x annual salary

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

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

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

ARTICLE 26 - BLUE CROSS-BLUE SHIELD:

26.01 Blue Cross

The Employer shall pay fifty-percent (50%) of the cost of premiums of Blue Cross Plan 4S or its equivalent for all employees who have completed their probationary period. Employees enrolment in this Plan shall be on a voluntary basis. The Employer shall deduct the employee's share of the cost of premium of the Plan when so authorized by the employee.

26.02 Employee Benefit Plan Disclosure

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

ARTICLE 27 - WORKMEN'S COMPENSATION:

27.01 Workmen's Compensation Supplement

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

27.02 No Charge Against Sick or Vacation Leave Credits

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

27.03 Disability Pensioners

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

ARTICLE 28 - SAFETY AND HEALTH:

28.01 Co-operation on Safety

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

28.02 First Aid Kits'

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

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

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

28.05 Workmen's Compensation Reports and Accident Reports will be sent to the local Safety Committee concerned and to the Central Committee.

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

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

ARTICLE 29 - JOB SECURITY:

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

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

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

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

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

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

ARTICLE 30 - GENERAL CONDITIONS:

30:01 Union Representative

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

30.02 Bulletin Board

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

30.03 Termination of Employment

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

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

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

30.04 Accommodations

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

30.05 New Employees

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

ARTICLE 31 - PRESENT CONDITIONS AND BENEFITS:

31.01 Existing Greater Benefits

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

(b) Local Appendices forming part of this Agreement and covering School Districts 15 and 20, shall apply only to employees hired prior to the following dates:

School District No. 20	March 31, 1972
School District No. 15	March 29, 1966

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

31.02 Portability of Benefits

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

ARTICLE 32 - COPIES OF AGREEMENT:

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

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

ARTICLE 33 - DURATION AND TERMINATION:

33.01 Continuation

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

33.02 Retroactivity

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

(b) All employees who have left the service of the School Board since July 1, 1983, and before the signing of this Agreement shall be entitled to retroactive wages. To receive payment for the retroactive wages owing, the former employees shall make claim by notice in writing to the Board which was his former Employer within sixty (60) days from the signing of this Agreement.

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

33.03 With the understanding that only wages at straight time rates are retroactive, this Agreement shall be in effect from July 1, 1983 to June 30, 1985 and shall be automatically renewed thereafter for successive periods of twelve months unless either party requests the negotiation of a new Agreement by giving written notice to the other party not less than thirty calendar days and not more than sixty calendar days prior to the expiration date of this Agreement or any renewal thereof,

IN WITNESS WHEREOF, the parties have signed this 15th day of November, 1984.

FOR THE UNION:

Oline Ann Archibald
Liane Stewart
Angela Wallis
Irene Henderson

FOR THE EMPLOYER:

Harold M. Jany
Clarence Corquill
Henry J. [Signature]

SCHOOL DISTRICT NO. 15 - MONCTON

The Board agrees that there shall be no contracting out of work in a manner that should jeopardize the employment of an employee covered by the Local Appendix.

SCHOOL DISTRICT NO. 20 - SAINT JOHN

In addition to or where appropriate, instead of, the working conditions, benefits and wage rates set forth in the principal Agreement, any conditions, benefits and wage rates as detailed in the Local Appendix signed between the Parties on the _____ and which forms part of this Agreement shall continue to apply to employees covered by the Local Appendix as long as they are superior to those in the principal Agreement.

IN WITNESS WHEREOF, the Parties have signed this 15th day of November, 1984.

FOR THE UNION:

Maria Ann Archambault
Nicole Theriault
Angeline Vallin

FOR THE EMPLOYER:

Francis J. [Signature]

Gene Henderson

APPENDIX 1 (SCHEDULE "A")

STENOGRAPHIC, TYPING, CLERICAL, REGULATORY
AND OFFICE EQUIPMENT OPERATION

HOURLY RATES

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>JULY 1, 1983</u>	<u>JULY 1, 1984</u>
SCHOOL CLERK I	A	7.40	7.77
	B	7.62	8.00
	C	7.85	8.24
SCHOOL SECRETARY I	A	7.62	8.00
	B	7.85	8.24
	C	8.13	8.54
SWITCHBOARD OPERATOR	A	7.62	8.00
	B	7.85	8.24
	C	8.13	8.54
SCHOOL CLERK II	A	7.95	8.35
	B	8.29	8.70
	C	8.64	9.07
SCHOOL LIBRARY ASSISTANT I	A	8.08	8.48
	B	8.48	8.90
	C	8.87	9.31
STOREKEEPER I	A	9.29	9.75
	B	9.57	10.05
	C	9.81	10.30
SCHOOL SECRETARY II	A	8.08	8.48
	B	8.48	8.90
	C	8.87	9.31
TEACHERS' AIDES	A	7.59	7.97
	B	7.89	8.28
	C	8.19	8.60
BOOKKEEPING MACHINE OPERATOR I	A	7.95	8.35
	B	8.29	8.70
	C	8.64	9.07
BOOKKEEPING MACHINE OPERATOR II	A	8.48	8.90
	B	8.82	9.26
	C	9.14	9.60
SCHOOL CLERK III	A	8.71	9.15
	B	9.08	9.53
	C	9.61	10.09

<u>CLASSIFICATION</u>	<u>STEP</u>	<u>JULY 1, 1983</u>	<u>JULY 1, 1984</u>
SCHOOL LIBRARY ASSISTANT II	A	8.71	9.15
	B	9.08	9.53
	C	9.61	10.09
STOREKEEPER II	A	10.09	10.59
	B	10.35	10.87
	C	10.65	11.18
SCHOOL SECRETARY III	A	8.71	9.15
	B	9.08	9.53
	C	9.61	10.09
DATA PROCESSING EQUIPMENT OPERATOR	A	8.82	9.26
	B	9.14	9.60
	C	9.61	10.09
SCHOOL CLERK IV	A	9.61	10.09
	B	10.10	10.61
	C	10.74	11.28
SCHOOL ATTENDANCE OFFICER	A	9.61	10.09
	B	10.10	10.61
	C	10.74	11.28
SCHOOL CLERK V	A	10.54	11.07
	B	10.86	11.40
	C	11.18	11.74

SICK LEAVE BANK APPENDIX

The parties agree to the establishment of a sick leave bank to cover employees under certification order number 033 SC 4a on the following basis:

- (a) Upon the signing of this Collective Agreement every employee shall contribute one-half ($\frac{1}{2}$) day from his unused accumulated sick days, if any, which shall be placed in a Sick Leave Bank. The unused days in the Bank shall be added to the new allotment.
- (b) Applications for an allotment from the Sick Leave Bank may be made by an employee who through illness has utilized his own sick leave credits and/or vacation entitlement to a cumulative total of seventeen consecutive weeks (85 days). Where an employee does not have sufficient sick leave and/or vacation entitlement of his own to cover the first seventeen weeks of his illness the Sick Leave Bank Committee may agree that a "hardship case" exists and allow such an employee sick leave entitlement from the Sick Leave Bank prior to the completion of the waiting period. (Seventeen weeks).

If an employee returns to work during the seventeen week waiting period and the same disability recurs, it will be considered a continuation of the previous disability provided the employee has returned to work for less than one month. In such a case, the seventeen weeks will not be consecutive and credit towards the waiting period will be given for those weeks while the employee was off work.

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

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

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

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

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

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

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

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

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

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

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

UNION NOMINEE

Dr. Richard Snow

BOARD OF MANAGEMENT NOMINEE

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

LETTER OF AGREEMENT

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

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

This Letter of Agreement shall form part of the Collective Agreements
dated Nov 1st 1975 for interpretation and application.

1. For the purpose of Article 18.01, a calendar year is twelve months from
employee's date of hiring.

i.e. where an employee is hired September 1, 1970, he would be entitled as
of September 1, 1978 to a vacation of four weeks with pay at his
regular rate for that vacation year.
2. For the purpose of Article 18.02 a calendar Year's Service (Calendar Year of
Service) is twelve calendar months from employee's date of hiring.
3. For the purpose of Article 18.02:
 - (a) If the 8th or 23rd anniversary of the employee falls before the 16th
of the calendar month he shall receive the higher vacation entitlement
at the end of that month.
 - (b) If the 8th or 23rd anniversary of the employee falls after the 15th of
the calendar month he shall receive the higher vacation entitlement at
the end of the following month.
4. For the purpose of both 18.01 and 18.02:
The sentence, "...he is absent for a period of 18 months or more he
shall lose any and all vacation entitlements" only applies to
continuous lay-off for 18 months.

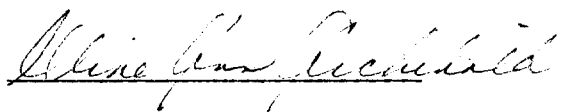
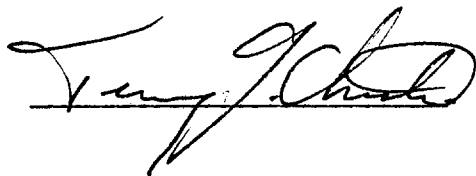
5. For the purpose of Article 13 Layoff and Recall:
- (a) In the event of a layoff, the senior laid off permanent employees shall be afforded all casual employment of a casual nature of one month duration or longer, before it is offered to any casual employee; provided the employee has the minimum qualifications of the job.
 - (b) The preference referred to in number (a) shall only be for a 18 month duration from date of layoff. After the 18 month period of layoff, the employee's accumulated seniority shall be compared to other casual employees for any purposes where seniority applies.
 - (c) As per Article 13.05 for a period of 18 months from layoff the laid off employee shall be afforded job vacancies before they are posted.

The word "recall" as used in Article 13.05 shall apply to permanent positions.

6. For greater clarification the Classification Specifications for the Stenographic, Typing, Regulatory and Office Equipment Operation collective agreement referred to in Appendix — effective April 23, 1980 will not be changed during the term of this Collective Agreement.

FOR THE EMPLOYER

FOR THE UNION



Dated November 15, 1984

APPENDIX B - CLASSIFICATION STUDY
STENOGRAPHIC, TYPING, REGULATORY AND OFFICE EQUIPMENT OPERATION

Within three (3) weeks of the signing of this Agreement the Parties will establish a joint study committee comprised of four (4) persons, two (2) to represent the Employer and two (2) employees to represent the Union. The mandate of the **Committee** will be to study the classification Specification currently in effect, including their standards, structures and specifications; and to report to the parties, in writing, the results of their study within six months of the establishment of the Committee or so soon thereafter as is mutually agreed.

Any new or changed Classification which may result; from this study will not be implemented during the term of the Collective Agreement unless mutually agreed.

The **employer** shall bear the cost of the study, except for the costs of any consultant retained **by** the Union who is not a member of the bargaining Unit. Employee representatives on the committee shall not suffer any loss or reduction of pay or benefits while engaged in the work of the Committee.

LETTER OF AGREEMENT

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

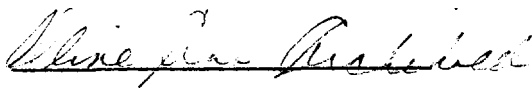
AND: The Canadian Union of Public Employees,
Local 2745, hereinafter called the Union,
Party of the Second Part.

This Letter of Agreement shall form part of the Collective Agreements
dated *November 15, 1984* for interpretation and application.

1. It is agreed that all "casual" persons employed to perform functions of positions covered by Certification Order 033 SC 4a shall receive the rate of pay as outlined in the appropriate Collective Agreement.
2. It is agreed that "casual" persons who accumulate 100 days of employment in a District shall be entitled to all the rights and benefits of a casual employee as found in the Collective Agreement. The 100 days of employment mentioned above do not necessarily have to be consecutive, and such 100 days worked shall be considered his probationary period as a casual employee.
3. For the first 100 days of employment the "casual" person shall not be entitled to the rights and benefits of the collective agreement except (1) above.

FOR THE UNION

FOR THE EMPLOYER





Letter of Intent

re: Article 21.05 - Pay Steps

It is understood that a permanent, full-time employee engaged for twelve (12) months who is on pay range shall advance to **the** next step in her pay range upon completion of one calendar year's work from the date of her employment or the date of her promotion.

A handwritten signature in black ink, appearing to be 'TJC', located in the lower right quadrant of the page.

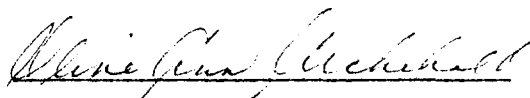
Reference Agreements Signed November 15, 1984


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

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

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

DATED this 15th day of November 1984.


FOR THE UNION


FOR THE EMPLOYER