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EFF.	85	04	01
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No. OF EMPLOYEES	112		
NOMBRE D'EMPLOYÉS	112		

AGREEMENT  
 BETWEEN  
 THE BOARD OF MANAGEMENT

AND

THE HEW BRUNSWICK SCHOOL BUSINESS EMPLOYEES' ASSOCIATION

GROUP: SCHOOL BUSINESS OFFICIALS

EXPIRES: MAY 31, 1990

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THIS AGREEMENT made *this 28<sup>th</sup> day of February* 1987

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 NEW BRUNSWICK SCHOOL BUSINESS EMPLOYEES' ASSOCIATION, hereinafter called the "Association", party of the Second Part.

**PREAMBLE :**

The purpose of this Agreement is ,to set forth the terms and conditions of employment affecting employees covered by this Agreement.

Now therefore, this Agreement witnesseth that the parties hereto, in consideration of the mutual terms, covenants, conditions, agreements and obligations hereinafter contained, hereby covenant and agree each with the other as follows:

**ARTICLE 1 - DEFINITION**

1.01 "Employee" means a member of the Bargaining Unit to which Certification Order Number 065 SC 3a.1 applies, other than

(a) a person not ordinarily required to work more than one-third of the normal period for persons doing similar work;

(b) a person employed on a casual or temporary basis, unless employed for a continuous period of six months or more.

1.02 "Regular Employee" is an employee whose services are required on a full-time continuous basis.

1.03 "School Year Employee" means an employee whose services are required for the period of the year during which the schools are open for their regular term. The period of time not worked by a school year employee shall not be considered a lay-off. A school year employee shall be considered on "Inactive Status" during the period in which the employee's services are not required. While on "Inactive Status" a school year employee shall retain previously accumulated sick leave and vacation credits but shall not accrue additional credits.

1.04 "Part-time Employee" is an employee employed on a continuous basis and who works less than the normal hours of work.

1.05 "Term Employee" is an employee whose services are required for a specified period of more than six continuous months.

1.06 "Probationary Period" - An employee shall be on probation from the date of appointment as an employee for a period of six months. An employee may be terminated by the Employer at any time during the employee's probationary period upon provision of two weeks notice in writing or salary in lieu thereof.

1.07 "Employer", where appropriate, Includes Board of Management, the Minister of Education and Boards of School Trustees.

1.08 "Superintendent" or "District Superintendent" means the Superintendent appointed by the School Board for the School District administered by the School Board.

1.09 "Schools Act" or "Act" means the Schools Act, R.S.N.B. 1973, c. S-5 as amended from time to time, or any successor Act.

1.10 "School Board" or "Board of School Trustees" means the Board of School Trustees designated by the Minister and elected or appointed to office under the Act, or any successor body.

1.11 "Travel Regulations" means the travel regulations established and amended from time to time by the Board of Management and shall apply to all employees.

## ARTICLE 2 - STRIKES AND LOCKOUTS

2.01 There shall be no strikes, lockouts or any other interruptions of work as defined in the Public Service Labour Relations Act during the term of this Agreement.

## ARTICLE 3 - RECOGNITION

3.01 The Employer recognizes the Association as the exclusive bargaining agent for all employees to whom New Brunswick Public Service Labour Relations Board Certification Order Number 065 SC3a.1 applies.

## ARTICLE 4 - APPLICATION OF AGREEMENT

4.01 This Agreement applies to and is binding upon the Association, the employees, the Employer, and their agents.

## ARTICLE 5 - PROVINCIAL SECURITY

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

## ARTICLE 6 - FUTURE LEGISLATION

6.01 In the event that any law passed by the Legislature applying to employees covered by this Agreement renders null and void any provision of this Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement and the parties agree to negotiate a mutually acceptable alternative where applicable. On failure to reach agreement on any alternative within thirty (30) days after notice to bargain has been given, either party may resort to the Conciliation procedures under the Public Service Labour Relations Act and, where there is mutual agreement, to arbitration under such Act.

6.02 Where any legislation which binds the Crown results in greater rights or benefits than those contained in this Agreement, such rights and benefits shall, on the request in writing of the Association, form part of this Agreement and shall automatically accrue to the benefit of employees covered by this Agreement.

## ARTICLE 7 - CHECK-OFF OF ASSOCIATION DUES

7.01 The Employer shall deduct from the salary due each employee in the bargaining unit an amount equal to the regular monthly dues advised from time to time.

7.02 An amount equal to the regular monthly dues of the Association shall be deducted from the salary of employees appointed subsequent to the signing of this Agreement within 30 working days of their appointment.

7.03 The amounts deducted pursuant to this Article shall be remitted to the Secretary-Treasurer of the Association not later than the 15th of the month following the month in which the deductions were made, accompanied by a list of all employees from whose wages the deductions have been made together with the amount of such deductions and a list of new employees hired in the Bargaining Unit during the previous months.

7.04 The amount of regular monthly dues advised under 7.01 shall continue to be the amount of dues deducted until revised by written notice to the Employer by the Secretary-Treasurer of the Association and such revised amount shall be deducted during the month following receipt of such notice.

7.05 The amounts deducted under this Article shall be accepted by the Association as the regular monthly dues of those employees who are or shall become members of the Association and the amounts so deducted from non-members of the Association shall be treated as their contributions towards the expenses of maintaining the Association as bargaining agent.

7.06 The Association agrees to indemnify and save the Employer harmless from any liability or action arising out of the operation of this Article.

ARTICLE 8 - MANAGEMENT RIGHTS

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

ARTICLE 9 - NO DISCRIMINATION

9.01 There shall be no discrimination in the application of this Agreement.

9.02 No discrimination shall be exercised with respect to an employee by either party because of race, colour, religion, national origin, ancestry, place of origin, age, marital status or sex.

ARTICLE 10 - DISCIPLINE

10.01 No employee shall be disciplined by suspension or discharge or in any manner resulting in financial penalty other than for just cause.

ARTICLE 11 - GRIEVANCES

11.01 Prior to initiating the first step in the grievance procedure an employee shall discuss the matter with the employee's supervisor.

11.02 Where an employee is aggrieved by the Interpretation or application of a provision of a Statute, or a regulation, by-law, direction or other instrument made or issued by the Employer dealing with the terms and conditions of employment or an alleged violation of any of the provisions of this Agreement by the Employer, or as a result of any occurrence or matter affecting his or her terms and conditions of employment, and, where the employee has the written consent of the Association, the following procedure shall apply:

STEP 1: Within twenty (20) days after the alleged grievance has arisen or the employee became aware of the grievance, whichever is the later date, the employee may present a grievance in writing either by personal service or by registered mail, on the form authorized by the Public Service Labour Relations Board to the appropriate District Superintendent or designate as the first level in the grievance procedure for the Bargaining Unit. If the employee receives no reply or does not receive satisfactory settlement within ten (10) days from the date on which the grievance was presented to the District Superintendent or designate as the first level in the grievance procedure, the employee may proceed to Step 2.

**STEP 2:** Within ten (10) days from the expiration of the ten (10) day period referred to in Step 1, the employee may present the grievance in writing by personal service or by mailing it by registered mail to the appropriate Board of School Trustees, The Board of School Trustees shall reply to the grievance in writing to the employee within twenty (20) days from the date the grievance was presented. Should the employee not receive a reply or satisfactory settlement of the grievance within twenty (20) days from the date on which the grievance was presented, the employee may refer the grievance to adjudication as provided in Article 12 of this Agreement, within fifteen (15) days of the date on which the employee should have received a reply from the Board of School Trustees.

**11.03** In any case where the employee presents a grievance in person or in any case in which a hearing is held on a grievance, at any level of the grievance procedure, the employee may be accompanied by a representative or agent of the Association who may participate in the proceedings.

**11.04** In determining the time within which any step under the foregoing procedure is to be taken, Saturday, Sundays and recognized holidays shall be included, except that the period in question shall not expire on such a day and will be deemed to expire on the next working day thereafter.

**11.05** The parties to this Agreement may agree to extend the time limits specified herein.

**11.06** Any matter giving rise to a dispute between the Association and the Employer shall be dealt with by the Board of School Trustees, the Minister of Education or the Board of Management, whichever is appropriate, within twenty (20) days of the referral of the matter. Should the matter not be settled, either party may refer the dispute to the Chairman of the Public Service Labour Relations Board pursuant to Section 99 of the Public Service Labour Relations Act.

**11.07** Termination of an employee during the employee's probationary period is not a grievable matter, nor shall it be referable to adjudication.

## **ARTICLE 12 - ADJUDICATION**

**12.01** The provisions of the Public Service Labour Relations Act and Regulations governing the adjudication of grievances shall apply to grievances presented under the terms of this Agreement.

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

- (a) the interpretation or application in respect of the employee of a provision of this Agreement, or

- (b) disciplinary action resulting in discharge, suspension or a financial penalty,

and the grievance has not been dealt with to the employee's satisfaction, the employee may, subject to clause 12.03 hereof, refer the grievance to adjudication.

12.03 Where a grievance that may be presented by the employee to adjudication is a grievance relating to the interpretation or application in respect of the employee of a provision of this Agreement, the employee is not entitled to refer the grievance to adjudication unless the Association **signifies** in a prescribed manner:-

- (a) the Association's approval of the reference of the grievance to adjudication; and
- (b) the Association's **willingness** to represent the employee in the adjudication proceedings.

12.04 In any reference to adjudication, **including** references arising out of any form of discipline or the loss of any remuneration, benefits or privilege, the Adjudicator or Board of Adjudication, as the case may be, shall have full power to direct payment of compensation, vary penalties, **direct** reimbursement or reinstatement of any remuneration or **benefit** or **privilege** or order the Employer to take such appropriate action to finally settle the issue **between** the parties and may give retroactive effect to the decision.

12.05 An Adjudicator or Board of Adjudication shall not have the power to alter or change any of the provisions of this Agreement, to substitute any new provisions for an existing provision, **or** to give any decision inconsistent with any of the terms thereof.

#### ARTICLE 13 - CLASSIFICATION GRIEVANCE

13.01 for the purpose of an employee's grievance relating to his or her position classification, the Classification Grievance Board has jurisdiction and its related procedures shall apply. If there is no Classification Grievance Board the Employer and Association shall negotiate a **replacement** appeal procedure.

13.02 If a **new** classification is established during the term of this Agreement, or there is a **significant** change in the level of duties, responsibilities or qualification requirements of an existing classification which affects an employee, the rates of pay for such classification **shall** be determined by negotiations between the Employer and the Association.



13.03 In the event that the Employer and the Association are unable to agree on the rates of pay for a classification referred to in clause 13.02 hereof, the dispute shall be submitted to the Arbitration Tribunal under the Public Service Labour Relations Act and the Regulations thereunder by either party requesting the Chairman of the Public Service Labour Relations Board, in writing, to submit the dispute to the Arbitration Tribunal.

#### ARTICLE 14 - NOTICE OF POSITION OPENING

14.01 Where a School Board decides to fill a vacant or new position covered by a classification within the Bargaining Unit, the Board shall forward a notice to the Association at least two (2) weeks prior to the closing date for receipt of applications.

14.02 The Employer agrees to consider, at the request of one or more employees, job sharing among such employees on terms and conditions satisfactory to the employees and to the Employer.

#### ARTICLE 15 - SCHOOL DISTRICT/SUPERINTENDENCY RE-ORGANIZATION

15.01 Where a re-organization which results in the amalgamation or division of existing School District(s) and/or Superintendency(ies) has the effect of combining the similar functions of two (2) or more positions occupied by members of the bargaining unit in the District(s) affected into a single position responsible for such functions, and where such re-organization results in the elimination of one (1) of the positions, the affected employee with the greatest length of continuous service in the bargaining unit shall be retained if the School Board(s) is satisfied such employee is qualified to perform the functions of the position. If such employee is not retained in the new position, the Employer shall, upon request, meet with the employee to discuss the reasons for not retaining the employee.

#### ARTICLE 16 - HOURS OF WORK

16.01 The normal hours of work shall be thirty-six and one-quarter (36 1/4) hours per week.

16.02 The normal hours of work may vary where operational requirements and work responsibilities dictate.

16.03 (a) The requirement for the performance of overtime duties is a part of the working conditions for which no wages are paid.

(b) The Employer shall provide flexibility in hours of work in recognition of overtime duties performed.

(c) The "flexibility in hours of work" referred to in (b) above does not constitute a provision of time off for time worked or other pro-rata formula, but shall be determined by the District Superintendent subject to operational requirements and work responsibilities.

ARTICLE 17 - HOLIDAYS

17.01 Employees shall be entitled to the following holidays:

- (a) New Year's Day;
- (b) Good Friday;
- (c) faster Monday;
- (d) the day fixed by proclamation of the Governor-in-Council for the celebration of the birthday of the Sovereign;
- (e) Canada Day;
- (f) New Brunswick Day;
- (g) Labour Day;
- (h) the day fixed by proclamation of the Governor-in-Council as a general day of thanksgiving;
- (i) Remembrance Day;
- (j) Christmas:
  - (i) when Christmas Day is a Monday, the 25th and 26th days of December, or
  - (ii) when Christmas Day is a Tuesday, the 24th, 25th, and 26th days of December, or
  - (iii) when Christmas Day is a Wednesday or Thursday, the afternoon of the 24th day and the 25th and 26th days of December, or
  - (iv) when Christmas Day is a Friday, Saturday or a Sunday, the 24th to 27th days of December inclusive and
- (k) any other, day proclaimed as a provincial or national holiday.

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

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

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

17.05 Where the Board of School Trustees or the District Superintendent requires an employee to work on a holiday, the employee shall be granted an alternate day off by the District Superintendent,

ARTICLE 18 - VACATION LEAVE

18.01 An employee earns vacation leave credits at the rate of:

- (a) one and one-quarter (1 1/4) days per calendar month if the employee has completed less than ninety six (96) months of continuous employment;

(b) - one and two-thirds ( $1 \frac{2}{3}$ ) days per calendar month commencing with the ninety-seventh (97th) month of continuous employment;

(c) two and one-twelfth ( $2 \frac{1}{12}$ ) days per calendar month commencing with the two hundred and seventy-seventh (277) month of continuous employment; and

(d) effective January 1, 1987, two and one-twelfth ( $2 \frac{1}{12}$ ) days per calendar month commencing with the two hundred and sixty-fifth (265th) month of continuous employment.

18.02 An employee who commences employment

(a) In the first ten (10) working days of the month accumulates vacation leave credits for that month; and

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

18.03 (a) An employee shall take vacation leave credited during the calendar year in which it is earned at times which are acceptable to the employee and the Employer.

(b) Where an employee is unable to take vacation leave during the year it is being earned because the Employer was unable to agree to acceptable times, the Employer shall permit the employee to carry over to the next calendar year, vacation credits up to the amount of credits earned in the calendar year.

(c) Where vacation carry-over has taken place and, as a result of the Employer being unable to agree to acceptable times, the employee has unused vacation leave credits over and above the amount normally earned during the calendar year and the employee is therefore unable to carry over such additional unused vacation leave credits, the Employer shall compensate the employee in money for such additional unused vacation credits.

(d) Vacation leave shall normally be taken during the calendar year in which it is earned, and monetary compensation for unused vacation credits as specified in (c) above shall only take place in extenuating circumstances.

18.04 Where emergency leave, bereavement leave, court leave, sick leave (on production of a medical certificate), or other leave with pay is granted for a period during which an employee was on vacation leave, the period of vacation leave covered is reinstated to the employee.

18.05 Where a continuous period of absence from work on leave of absence without pay or suspension from duty for any month exceeds one-half the number of working days in that month, no vacation credits accumulate to an employee for such month.

18.06 An employee who has vacation credits which have not been used upon ceasing to be an employee is entitled to a cash settlement in lieu of vacation based on the employee's rate of pay at termination.

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

#### ARTICLE 19 - SICK LEAVE BENEFITS

19.01 (a) An employee is eligible to accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month for each full calendar month of continuous employment up to a maximum credit of two hundred and forty days.

(b) An employee who commences employment

(i) in the first ten (10) working days; of the month accumulates sick leave credits for that month,

(ii) after the tenth (10th) working day of the month accumulates sick leave credits beginning with the following month.

19.02 An employee shall be granted sick leave for a period not exceeding the number of unused sick leave credits accumulated by the employee. Suitable proof of illness may be required by the Board of School Trustees for any period of illness. An appropriate medical certificate may be required for any period in excess of fifteen working days.

19.03 Where an employee has insufficient or no credits to cover the granting of sick leave with pay under the provision of clause 19.01, the Employer shall, on the request of the employee, grant an advance of sick leave, to a maximum of fifteen (15) days, and a deduction for such advanced sick leave shall be made from any credits subsequently accumulated by the employee. Each such advance shall be completely reimbursed before additional advances shall be considered unless the Superintendent determines otherwise. Where an employee's employment is terminated for cause or resignation other than for reasons of health, the employee shall compensate the Employer for any advanced sick leave that remains unearned at that time.

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

## ARTICLE 20 - MATERNITY LEAVE

20.01 A pregnant employee shall notify the Board of School Trustees of her pregnancy at least three months prior to the expected date of delivery. Prior to proceeding on maternity leave the employee shall advise the Superintendent of the date of her anticipated return to work and the duration of such period shall be her "maternity leave" for the purposes of Article 20.05 (b).

20.02 An employee is entitled to maternity leave of not more than five (5) months without pay which can be taken, at the option of the employee, at any time during the period commencing three (3) months prior to the expected date of delivery and ending five (5) months after the expected date of delivery. The periods of leave before and after the delivery date may be extended or reduced at the request of the employee after the submission of an appropriate medical certificate, if requested by the Superintendent.

20.03 An employee adopting a preschool age child is entitled to leave of absence without pay of not more than seventeen (17) consecutive weeks without pay which can be taken, at the option of the employee, at any time during the period commencing two (2) weeks prior to the expected date of placement of the child and ending seventeen (17) weeks after the actual date of placement of the child. If both adopting parents are employees, the total amount of time taken by either one (1) or both parents under this Article 20.03 shall not exceed seventeen (17) consecutive weeks.

20.04 Notwithstanding clause 20.02, the Board of School Trustees may direct an employee who is pregnant to proceed on maternity leave at any time where, in its opinion, the employee cannot perform her normal work function, unless the employee submits a medical Certificate stating that her health permits her to perform her normal work function.

20.05 (a) Where the School Board directs an employee to proceed on maternity leave in accordance with clause 20.04 hereof, or an employee who is pregnant is required to proceed on maternity leave by her attending physician at any time prior to six (6) weeks before the expected date of delivery, the employee, upon the submission of an appropriate medical certificate if requested by the Superintendent, may use accumulated sick leave credits from the day the employee proceeded on maternity leave for a period up to six (6) weeks prior to the expected date of delivery.

(b) Where an employee, upon the expiration of maternity leave or ten (10) weeks after the date of delivery, whichever is the later date, is unable to return to work because of illness, the employee may, upon the submission of an appropriate medical certificate if requested by the Superintendent, use accumulated sick leave credits until such time as she is able to return to work.

(c). ~~An~~ employee is eligible for sick leave benefits during her period of pregnancy, however, she may be directed by the Superintendent to proceed on maternity leave if unable to return to work because of a pregnancy related illness occurring within six (6) weeks of the expected date of delivery.

20.06 An employee who is entitled to maternity leave may use up to ten days of accumulated sick leave credits to cover the two week waiting period before which maternity leave benefits under the Unemployment Insurance Act become payable,

20.07 A male employee shall be granted on request one (1) day's leave with pay on the occasion of the birth of his child.

#### ARTICLE 21 - EMERGENCY LEAVE OF ABSENCE

21.01 The Employer may grant leave of absence with or without pay to an employee:

(a) where circumstances not directly attributable to the employee prevent his or her reporting for duty;

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

(c) for medical or dental appointments when it is not possible for the employee to arrange such an appointment outside normal hours of work;

(d) for such other emergency as the Superintendent may approve.

21.02 For purposes of this Article 21 "emergency" means an unforeseen circumstance or combination of circumstances that calls for immediate action.

#### ARTICLE 22 - BEREAVEMENT LEAVE

22.01 An employee shall be granted bereavement leave in the event of the death of the employee's mother, father, spouse, child or ward of the employee, brother, sister, mother-in-law, or father-in-law, or any relative of the employee or the employee's spouse living with the employee, without loss of pay for five (5) consecutive calendar days,

22.02 An employee shall be granted bereavement leave in the event of the death of the employee's grandmother, grandfather, grandchild, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, son-in-law or daughter-in-law, without loss of pay for three (3) consecutive calendar days for the purpose of and provided such employee attends the funeral service.

22.03 An employee may be granted up to three (3) additional days special leave at the discretion of the Superintendent for the purpose of travel to attend the funeral or to discharge family responsibilities related to the death.

## ARTICLE 23 - COURT LEAVE

23.01 An employee is entitled to leave with pay when required to serve on a jury or to attend as a witness in any legal or similar proceeding where the attendance of witnesses is compellable by law.

23.02 An employee is not **entitled** to leave **with** pay when on leave of absence without pay or under suspension, or when the legal or similar proceedings have been initiated by the employee. **It is** understood that in these instances leave may be granted under the provisions of Article 26.

## ARTICLE 24 - EDUCATIONAL LEAVE

24.01 (a) Educational leave from duty for the purpose of taking advantage of supplementary courses of **professional** or technical training may be granted in accordance with this Agreement to employees with a **minimum** of twelve (12) months service.

(b) The Employer may waive the **minimum** service requirement.

24.02 No period of educational leave shall exceed twelve (12) consecutive months. The Employer may grant an extension of such leave.

24.03 (a) Where an employee is granted educational leave, the Board of School Trustees may require that employee to enter into an agreement to render a **specific** period of service to the school **district** following completion of the **educational** leave.

(b) If an employee who has received educational leave fails to complete the service **obligation** for reasons other than health, the employee shall pay to the Employer an amount which bears the same **ratio** to the cost to the Employer of the employee's training as the uncompleted **obligation** bears to the employee's total **obligation** under (a) above.

24.04 Where leave of absence to take courses or training that require an employee to be absent from work for a continuous period exceeding one (1) month, the Employer shall, where the employee has been directed to take the course or training, or may, where the employee has requested the **leave** of absence to take courses or training, grant **educational** leave to the employee and **approve** the payment of:

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

Where the Employer is considering a request from an employee for a leave of absence as aforementioned the Employer and employee shall agree as to the terms of the leave of absence prior to the Employer granting the leave of absence.

24.05 (a) ~~Where~~ an employee takes courses or training that do not require an absence from work or require only brief absences, the Employer may, in its discretion, approve payment of the employee's tuition or a part thereof, where the employee requests and claim is supported by a receipt.

(b) ~~Where~~ an employee takes courses or training described in subsection (a), the Employer, in its discretion, may authorize for that employee

- (i) leave of absence with pay for the purpose of writing examinations;
- (ii) payment of the expenses of writing the examinations; and
- (iii) payment of travelling expenses in accordance with the Travel Regulations.

24.06 Where educational leave is granted in accordance with Clause 24.04, the employee shall be eligible to accumulate sick leave credits and vacation leave credits in accordance with this Agreement. No carry-over of vacation credits shall be permitted where educational leave is granted for a period of twelve (12) months.

24.07 An employee who does not satisfactorily complete courses or training shall cease to be entitled to financial assistance and the Employer may require the employee to reimburse the Employer for all payments made to the employee or on the employee's behalf unless the employee satisfies the Employer that failure to satisfactorily complete a course or training was due to a cause beyond the employee's control.

24.08 Where an employee on educational leave receives other financial assistance from the Employer which need not be repaid, the educational leave benefits under this Agreement shall be reduced by the amount of the assistance so received.

#### ARTICLE 25 - WORKER'S COMPENSATION LEAVE

25.01 ~~Where~~ an employee is receiving compensation benefits under the Worker's Compensation Act, the employee shall be entitled to receive the difference ~~between~~ the employee's full salary and the salary benefits paid by the Worker's Compensation Board for a period up to but not exceeding two (2) years, For the purposes of this Article 25.01, where the Worker's Compensation Board benefits are reduced by the amount of any Canada Pension Plan payments, such Canada Pension Plan payments shall be deemed to form part of the Worker's Compensation Board benefits.

25.02 Where an employee is permanently disabled through injury on the job, the provisions of this Article shall not apply. If any dispute as to whether the employee, for the purpose of this Article, is permanently disabled, the matter shall be determined in the same manner as provided for under clause 32.01 (d).



25.03 The absence of an employee who is receiving compensation under the Worker's Compensation Act shall not be charged against the employee's sick leave credits or vacation credits. An employee shall continue to accumulate sick leave and vacation credits while on Worker's Compensation leave. Vacation credits accumulated during such leave and not taken during the calendar year they were accumulated shall not be carried over to the next calendar year or otherwise compensated.

#### ARTICLE 26 - LEAVE OF ABSENCE WITH OR WITHOUT PAY

26.01 Notwithstanding any other provision herein, leave of absence with or without pay may be granted to an employee by the Board of School Trustees.

#### ARTICLE 27 - TECHNOLOGICAL CHANGE

27.01 The Employer shall provide reasonable notice to an employee where the introduction of technological change or administrative procedures require the obtaining of new or improved skills than are needed by the employee to perform their duties under current methods of operation.

27.02 An employee given notice under clause 27.01 shall be given a reasonable period of training necessary to obtain the new or improved skills required by the particular change introduced. Such training shall be at the expense of the Employer and, where possible, shall be conducted during normal office hours. The employee shall not suffer a reduction in pay or benefits during such training period.

#### ARTICLE 28 - CONFERENCE ASSIGNMENT

28.01 Where an employee is assigned to a conference or seminar, the employee's expenses shall be reimbursed according to the Travel Regulations. Where an employee requests and is granted permission to attend a conference or seminar, the School Board may reimburse the employee according to the Travel Regulations.

#### ARTICLE 29 - PENSIONS

29.01 Any pension plan in effect on the signing date of this Agreement shall continue to apply during the term of this Agreement. No changes to the pension plan will be undertaken by the Employer without prior consultation with the Association.

#### ARTICLE 30 - GROUP INSURANCE

30.01 (a) The Board of School Trustees shall pay fifty percent (50%) of the cost of the premiums of Blue Cross Plan 4S for an employee who joins the plan and agrees to pay the remaining fifty percent (50%) of each premium.

(b) As soon as possible following the signing of this Agreement Blue Cross TB72 Plan will be substituted for the Blue Cross 4S Plan referred to in (a) above.

30.02 The Employer shall pay fifty percent (50%) of the cost of a basic Blue Cross Dental Plan or its equivalent, as agreed between the parties, for all employees. Employee enrollment in this Plan shall be on a voluntary basis, and implementation of the Plan is dependent on a sufficient number of employees enrolling. Upon implementation the Employer shall deduct the employee's share of the premium for the Plan when authorized by the employee.

30.03 The Employer shall continue to participate in the existing group life insurance plan for employees on the same basis as at present.

30.04 The Employer shall continue to make available the long term disability plan now in effect for the employees, the cost of premiums for such plan to be borne by the employees. The plan is compulsory for all new employees.

#### ARTICLE 31 - EXISTING GREATER BENEFITS

31.01 Where an employee by reason of existing terms and conditions of employment with a Board of School Trustees now enjoys pension benefits or group life or health insurance benefits more beneficial to the employee than those provided in this Agreement, the employee shall continue to receive such benefits notwithstanding any provisions of this Agreement.

#### ARTICLE 32 - RETIREMENT ALLOWANCE

32.01 (a) An employee with five or more years continuous employment who retires, dies or is laid off, is entitled to a retirement allowance equivalent to five (5) working days pay for each full year of continuous employment, up to a maximum of one hundred and twenty-five (125) working days' pay.

(b) The employee's rate of pay at retirement is to be used to calculate the allowance. For purposes of calculating the employee's daily rate of pay the normal number of working days in a calendar year shall be deemed to be two hundred and fifty-one (251).

(c) An employee who "retires" is one who leaves the employment of the Employer

- (i) At age sixty-five (65) or later;
- (ii) On account of permanent disability;
- (iii) At age sixty (60) or later and is entitled to an immediate pension or to elect to take a deferred pension under the pension plan of the employee in which the Employer participates.
- (iv) When entitled to an immediate pension under the pension plan of the employee in which the Employer participates.

(d) - When an employee requests the granting of benefits under this Article on the basis of retirement due to disability and a dispute arises as to eligibility for such benefits, a Board of Medical Doctors whose decision shall be final and binding on the Parties to this Agreement shall be constituted as follows: one Doctor appointed by the Employer, one Doctor appointed by the Association, and one Doctor selected by the two so appointed who shall be the Chairman. The expenses of this board shall be paid for in the same manner as if it were a Board of Adjudication. If an employee has been established to be permanently disabled under the Canada Pension Act, a Board decision under this Article shall not be required.

(e) When an employee who would have been eligible to receive a retirement allowance under subsection (a) dies, the allowance shall be paid to the estate of the employee.

**32.02** At the request of the employee payment of retirement allowance shall be:

(a) a lump sum payment of all or a portion thereof at the time of termination, and/or

(b) all or a portion thereof held over to the next taxation year following termination of employment.

**32.03** Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date of lay-off, if the employee has not been re-hired in the New Brunswick Public Service in a position where the benefit is transferable.

**32.04** For the purposes of this Article 32 continuous employment includes a layoff of less than twelve (12) consecutive months, periods of authorized leave and suspension. Continuous employment credits do not accumulate during periods in excess of one (1) month resulting from layoff, leave of absence without pay other than Workers' Compensation leave, and suspension.

### ARTICLE 33 - SERVICE CREDITS AND TRANSFER OF BENEFITS

**33.01** Where an employee is laid off, the continuous service accumulated by such employee at the date of lay-off shall be retained if the employee is rehired in Parts I, II, or III of the Provincial Public Service within twelve (12) months of the date of lay-off. No service credits shall accumulate during the period of lay-off.

**33.02** Upon transfer from Parts I, III or IV of the Public Service or transfer to Parts I or III of the Public Service:

(a) an employee is entitled to transfer unused sick leave credits up to the maximum permitted to be accumulated under this Agreement;

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

(c) an employee is entitled to include the number of years continuous employment in the Public Service of New Brunswick for purposes of calculating vacation leave and retirement allowance entitlements.

#### ARTICLE 34 - SALARY ADMINISTRATION

**34.01** Employees shall be paid in accordance with the rates of pay contained in Schedule "A".

**34.02** The anniversary date of an employee who commences work or is promoted in the first ten (10) working days of the month shall be the first of that month. The anniversary date of an employee who commences work or is promoted after the tenth (10th) working day of the month shall be the first of the month following the month in which the employee commenced work or was promoted.

**34.03** A regular employee shall be granted a merit increase of one step (i.e. two half-steps) in the pay range on their anniversary date if the employee is below the maximum rate for the position unless the employee's performance is not satisfactory to the School Board. If such increase is not granted on the anniversary date, it may be granted at a later date without affecting the employee's anniversary date. If the employee is not granted the increase, the Employer shall advise the employee in writing of the reasons for not granting the increase.

**34.04** In accordance with Article 34.03, an employee, other than a regular employee, shall be granted a merit increase, unless the employee's performance is not satisfactory to the School Board, upon completion of each eighteen hundred and eighty-five (1885) hours worked.

**34.05** (a) The appointment of an employee to a different position constitutes:

- (i) a promotion, where the maximum of the new position is higher than the maximum of the old position.
- (ii) a demotion, where the maximum of the new position is lower than the maximum of the old position and the employee is paid at a lower rate.
- (iii) a transfer, where the appointment is neither a promotion nor a demotion.

(b) On promotion, an employee shall be paid at the nearest step in the new pay range that provides an increase of at least 5% exclusive of any acting pay. An employee cannot be paid above the maximum of the range.

(c) Where an employee who is eligible for a merit increase is promoted on the anniversary date, the School Board shall grant both the merit increase and the promotional increase.

34.06 Where an employee is appointed to a position having a lower maximum salary, or an employee's duties are reclassified to a classification having a lower maximum salary,

- (a) the employee shall be retained at the rate of pay in effect for that employee immediately prior to the appointment or reclassification,
- (b) the employee shall be granted any across-the-board increase which affects the rate of pay of the previous classification, for a period of one year from the date of appointment or reclassification. No anniversary increment shall be granted during this one (1) year period.

After a delay of one (1) year from the date of appointment or reclassification,

- (c) the employee's rate of pay shall be frozen if it is above the maximum for the new pay range applicable to the employee and the employee shall be installed at the maximum of the new pay range when the employee's rate falls below the maximum of the new range; or
- (d) the employee shall be installed in the new pay range at the rate which is closest to the employee's present rate and which is not a decrease, if the employee's rate is below the maximum of the new pay range applicable to the employee.

This clause 34.06 does not apply if the appointment or reclassification is at the request of the employee.

34.07 Where an employee is required to perform for a period of not less than fifteen (75) consecutive working days the primary function of a position having a higher maximum salary, the employee shall be paid acting pay at the lowest step in the appropriate classification which gives the employee a rate of pay increase of at least five percent (5%) of the employee's current salary, not to exceed, however, the maximum for the position in which the employee is acting.

34.08 For the purposes of clause 34.05 and 34.07, one full step in the pay range is deemed to be equivalent to five percent (5%).

34.09 A part-time employee shall accumulate vacation leave credits, sick leave credits and continuous service credits for retirement allowance on a prorated basis, the ratio being the hours regularly worked by the part-time employee divided by the normal hours of work for Regular Employees. A part-time employee is entitled to all other paid leaves of absence under this Agreement on a similar prorated basis.

34.10 Notwithstanding Article 17, where a holiday falls on a part-time employee's scheduled work day, the employee shall receive the holiday without loss of pay. Where a holiday does not fall on a part-time employee's scheduled work day, the employee is not entitled to a holiday in lieu thereof or otherwise to be compensated.

34.11 Notwithstanding the other provisions of this Article 34, a part-time employee shall be eligible for a merit pay increment after completion of each total annual hours of work normally worked by full time employees, or after a period of two (2) years, whichever is the earlier date.

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

34.13 The classification of School Accountant II is designated for present Incumbents only (P.I.O.). Notwithstanding Article 13 - Classification Grievance, no other employee, either by reclassification or appointment, shall be classified as School Accountant II. Immediately upon all positions currently classified as School Accountant II having been either reclassified or vacated by the present Incumbent, the classification shall be deleted from the classification plan for the Bargaining Unit.

34.14 The application of half-steps (i.e. A, B, C, etc.) in the pay ranges contained in Schedule "A" to this Agreement shall be restricted to employees presently placed on the half-steps and to the granting of Increments to such employees pursuant to Articles 34.03 and 34.04 of this Agreement. Notwithstanding Article 34.05 no employee on promotion from within or from outside the bargaining unit shall be placed on a half-step and no employee on initial appointment shall be placed on a half-step.

#### ARTICLE 35 - MISCELLANEOUS

35.01 The Employer shall provide copies of this Agreement in both official languages to the Association and shall provide each employee with a copy of the Agreement in the official language of the employee's choice.

35.02 Upon obtaining the permission of the School Board, members and representatives of the Association may distribute Association literature and convene Association meetings on the Employer's premises. Permission shall not be unreasonably requested or denied. Such activities of the Association shall not disrupt the employees' normal working hours.

35.03 A duly appointed or elected representative of the Association, where operational requirements and work responsibilities permit, shall be granted leave with-pay for the purpose of investigating and attempting to settle an employee's grievance within the region in which the representative is employed. Such representative, shall be granted leave without pay for the same purpose and subject to the same conditions outside the region in which the representative is employed. Regions are as defined in Schedule "C" hereto,

35.04 A reasonable number of Association representatives shall, where operational requirements and work responsibilities permit, be granted leave with pay to meet in joint consultation concerning the interpretation of this Agreement or other matter pertaining to Employer-Employee relations.

35.05 This Agreement in either official language of New Brunswick shall be of equal application. Where a conflict exists in the interpretation of the English and French versions, the language in which the Agreement was negotiated shall prevail.

#### ARTICLE 36 - CORRESPONDENCE

36.01 Official communications in the form of correspondence between the Employer and the Association may be given by mail as follows:

TO THE EMPLOYER: The Superintendent of the appropriate School Board at the address of the School Board  
and/or  
The Director of Labour Relations  
Board of Management  
P.O. Box 6000  
Fredericton, N.B.  
E38 5H1

TO THE ASSOCIATION: Secretary-Treasurer  
New Brunswick School Business Employees  
Association  
P.O. Box 400  
Dalhousie, N.B.  
E0K 1B0

or to such other address as may be advised  
in writing from time to time.

#### ARTICLE 37 - TERM

37.01 This Agreement constitutes the entire agreement between the parties and does not by implication require either party to continue on past practice. The effective date of this agreement shall be April 1, 1985, terminating May 31, 1990 and shall be renewed thereafter for successive periods of twelve (12) months unless either party requests the negotiation of a new Agreement by giving written notice to the other party within the period of two (2) months immediately prior to the expiry date of this Agreement or any renewal thereof.

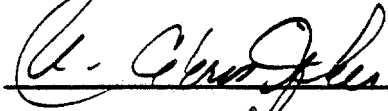
37.02 This agreement may be amended by the mutual consent of the parties in writing:

37.03 Where a notice requesting negotiation of a new Agreement has been given all the terms and conditions of this Agreement shall remain in full force until such time as a deadlock is declared or an agreement has been reached in respect of a renewal, amendment or substitution thereof.


37.04 Notwithstanding clause 37.01 above, wage rates only are retroactive to the effective date of this Agreement. Any other changes from the previous Agreement shall take effect from the date of signing this Agreement unless otherwise stated herein.

IN WITNESS WHEREOF, the parties have signed this 28<sup>th</sup> day of January, 1987.

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Roland Dumont  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

  
\_\_\_\_\_  
John S. Curran  
\_\_\_\_\_  
\_\_\_\_\_



SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 1985

	A	A <sup>1</sup>	B	B <sup>1</sup>	C	C <sup>1</sup>	D	D <sup>1</sup>	E	E <sup>1</sup>	F
School Business Official I	693.22	709.36	727.83	752.63	764.16	783.76	802.22	822.39	841.43	862.77	884.69
School Business Official II	802.22	822.39	841.43	862.77	884.69	906.61	929.10	951.59	973.52	998.88	1023.69
School Business Official III	951.59	973.52	998.88	1023.69	1048.49	1075.01	1100.38	1128.07	1155.74	1184.59	1215.15
School Business Official IV	1128.07	1155.74	1184.59	1215.15	1243.99	1275.13	1306.86	1339.14	1372.01	1406.06	1440.64
School Business Official V	1306.06		1372.01		1440.64		1511.01		1587.13		
School Accountant II (PRESENT INCUM- BENTS ONLY)	884.69	906.61	929.10	951.59	973.52	998.88	1023.69	1048.49	1075.01	1100.38	1128.07

SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 1986

	A	A <sup>1</sup>	B	B <sup>1</sup>	C	C <sup>1</sup>	D	D <sup>1</sup>	E	E <sup>1</sup>	F
School Business Official I	727.88	744.83	764.22	790.26	802.37	822.95	842.33	863.51	883.50	905.91	928.92
School Business Official II	842.33	863.51	883.50	905.91	928.92	951.94	975.56	999.17	1022.20	1048.82	1074.87
School Business Official III	999.17	1022.20	1048.82	1074.87	1100.91	1128.76	1155.40	1184.47	1213.53	1243.82	1275.91
School Business Official IV	1184.47	1213.53	1243.82	1275.91	1306.19	1338.89	1372.20	1406.10	1440.61	1476.36	1512.67
School Business Official V	1371.36		1440.61		1512.67		1586.56		1666.49		
School Accountant II (PRESENT INCUM- BENTS ONLY)	928.92	951.94	975.56	999.17	1022.20	1048.82	1074.87	1100.91	1128.76	1155.40	1184.47
DISTRICT COMPUTER SUPPORT ANALYSIS	1160.00		1215.00		1273.00		1330.00		1394.00		

SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 1987

	A	A <sup>1</sup>	B	B <sup>1</sup>	C	C <sup>1</sup>	D	D <sup>1</sup>	E	E <sup>1</sup>	f
School Business Official I	749.72	767.17	787.15	813.97	826.44	847.64	867.60	889.42	910.01	933.09	956.79
School Business Official II	867.60	889.42	910.01	933.09	956.79	980.50	1004.83	1029.15	1052.87	1080.28	1107.12
School Business Official III	1029.15	1052.87	1080.28	1107.12	1133.94	1162.62	1190.06	1220.00	1249.94	1281.13	1314.19
School Business Official IV	1220.00	1249.94	1281.13	1314.19	1345.38	1379.06	1413.37	1448.28	1483.83	1520.65	1558.05
School Business Official V	1412.50		1483.83		1558.05		1634.16		1716.48		
School Accountant II (PRESENT INCUMBENTS ONLY)	956.79	980.50	1004.83	1029.15	1052.87	1080.28	1107.12	1133.94	1162.62	1190.06	1220.00
DISTRICT COMPUTER SUPPORT ANALYSIS	1194.80		1251.45		1311.19		1369.90		1435.82		

SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 1988

	A	A <sup>1</sup>	B	B <sup>1</sup>	C	C <sup>1</sup>	D	D <sup>1</sup>	E	E <sup>1</sup>	f
School Business Official I	764.71	782.51	802.89	830.25	842.97	864.59	884.95	907.21	928.21	951.75	975.93
School Business Official II	884.95	907.21	928.21	951.75	975.93	1000.11	1024.93	1049.73	1073.93	1101.89	1129.26
School Business Official III	1049.73	1073.93	1101.89	1129.26	1156.62	1185.87	1213.86	1244.40	1274.94	1306.75	1340.47
School Business Official IV	1244.40	1274.94	1306.75	1340.47	1372.29	1406.64	1441.64	1477.25	1513.51	1551.06	1589.21
School Business Official V	1440.75		1513.51		1589.21		1666.84		1750.81		
School Accountant II (PRESENT INCUM- BENT ONLY)	975.93	1000.11	1024.93	1049.73	1073.93	1101.89	1129.26	1156.62	1185.87	1213.86	1244.40
DISTRICT COMPUTER SUPPORT ANALYSIS	1218.70		1276.48		1337.41		1397.30		1464.54		

SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE APRIL 1, 1989

	A	A <sup>1</sup>	B	B <sup>1</sup>	C	C <sup>1</sup>	D	D <sup>1</sup>	E	E <sup>1</sup>	F
School Business Official I	802.95	821.64	843.03	871.76	885.12	907.82	929.20	952.57	974.62	999.34	1024.73
School Business Official II	929.20	952.57	974.62	999.34	1024.73	1050.12	1076.18	1102.22	1127.63	1156.98	1185.72
School Business Official III	1102.22	1127.63	1156.98	1185.72	1214.45	1245.16	1274.55	1306.62	1338.69	1372.09	1407.49
School Business Official IV	1306.62	1338.69	1372.09	1407.49	1440.90	1476.97	1513.72	1551.11	1589.19	1628.61	1668.67
School Business Official V	1512.79		1589.19		1668.67		1750.18		1838.35		
School Accountant II (PRESENT INCUM- BENT ONLY)	1024.73	1050.12	1076.18	1102.22	1127.63	1156.98	1185.72	1214.45	1245.16	1274.55	1306.62
DISTRICT COMPUTER SUPPORT ANALYSIS	1279.64		1340.30		1404.28		1467.17		1537.77		

SCHEDULE A

BI-WEEKLY RATES OF PAY  
EFFECTIVE SEPTEMBER 1, 1989

	A	B	C	D	E	F					
School Business Official I	810.98	829.86	851.46	880.48	893.97	916.90	938.49	962.10	984.32	1009.83	1034.98
School Business Official II	938.49	962.10	984.37	1009.33	1034.98	1060.62	1086.94	1113.24	1138.91	1168.55	1197.58
School Business Official III	1113.24	1138.91	1168.55	1197.58	1226.59	1257.61	1287.80	1319.69	1352.08	1385.81	1421.56
School Business Official IV	1319.69	1352.08	1385.81	1421.56	1455.81	1490.77	1528.06	1566.62	1605.08	1644.90	1685.36
School Business Official V	1527.92	1605.08	1685.36	1767.68	1856.73						
School Accountant II (PRESENT INCUM- BENT ONLY)	1034.98	1060.62	1086.94	1113.24	1138.91	1168.55	1197.58	1226.59	1257.61	1287.30	1319.69
DISTRICT COMPUTER SUPPORT ANALYSIS	1292.44	1353.70	1418.32	1481.84	1553.15						