

# COLLECTIVE AGREEMENT

*BETWEEN*

**NEW BRUNSWICK COMMUNITY COLLEGE, FREDERICTON, NB**

hereinafter referred to as the "EMPLOYER"

*AND*



**CANADIAN UNION OF PUBLIC EMPLOYEES**

**LOCAL 5017**

hereinafter referred to as the "UNION"

*December 16, 2010 to December 15, 2014*

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THIS AGREEMENT made the 29th day of June, 2012.

BETWEEN : New Brunswick Community College, hereinafter called the "Employer", party to the first part;

AND: Canadian Union of Public Employees, Local 5017, hereinafter called the "Union", party to the second part.

**PREAMBLE:**

It is the intention and purpose of the Parties to this Agreement to set forth terms and conditions of employment affecting employees covered by this Agreement.

**ARTICLE 1 – RECOGNITION:**

1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees to whom New Brunswick Certification Order Number PS-020-10 applies.

**ARTICLE 2 - APPLICATION OF AGREEMENT:**

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

**ARTICLE 3 - PROVINCIAL SECURITY:**

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

**ARTICLE 4 - FUTURE LEGISLATION AND THE COLLECTIVE AGREEMENT:**

4.01 In the event that any law passed by the Legislature of the Province applying to employees covered by this Agreement, renders null and void, any provisions of the Agreement, the remaining provisions of the Agreement shall remain in effect for the term of this Agreement.

**ARTICLE 5 – DEFINITIONS:**

5.01 "Union" shall mean the Canadian Union of Public Employees, Local 5017, which is the Certified Bargaining Agent of the Unit.

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

5.03 "Bargaining Unit" or "Unit" shall mean the group of employees covered by the New Brunswick Certification Order Number PS-020-10.

5.04 "Employee" shall mean a person who is in the Bargaining Unit and who meets the definition of an employee as defined in the *Public Service Labour Relations Act*. A "seasonal employee" is an employee normally employed for more than six months and less than twelve months on a recurring basis.

5.05 "Probationary Employee" means a person appointed on other than a temporary basis who shall be on probation from the date of his appointment for a period of one hundred and twenty (120) working days from date of hiring. Such period may be extended for two (2) further periods of sixty (60) working days each but the total probationary period shall not exceed two hundred and forty (240) working days from the date of hiring. Notice of extension to probationary period shall be in writing including reasons for such extension.

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

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

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

#### **ARTICLE 6 - MANAGEMENT RIGHTS:**

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

#### **ARTICLE 7 – DISCRIMINATION:**

7.01 The parties agree that there shall be no discrimination, restriction, or coercion exercised or practised with respect to the Union, the employees, the Employer and its Agents. The parties will make every reasonable effort to establish work environments that are free from harassment.

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

7.03 The New Brunswick Community College Workplace Harassment Policy in force shall apply to the employees in the bargaining unit.

#### **ARTICLE 8 - STRIKES AND LOCKOUTS:**

8.01 The Union hereby agrees that during the term of this Agreement there shall be no strike walkouts, sit-downs, slow-downs, unreasonable absenteeism, or other alleged interferences with the Employer's operations.

8.02 Participation by an employee in any of the activities listed above shall be grounds for disciplinary action.

8.03 The Employer agrees that there shall be no lockout during the term of this Agreement.

#### **ARTICLE 9 – CHECK OFF OF UNION DUES:**

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

9.02 The sums deducted pursuant to this Article shall be remitted to the designated official of the Union accompanied by a list of the names and work locations of those from whose wages the deductions were made prior to the fifteenth (15<sup>th</sup>) of the month following the month in which the deductions were made. The Union will keep the Employer advised of the name and address of its designated official.

9.03 Before the Employer is obliged to deduct any amount 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 to be deducted under this Article until changed by a further written notice to the Employer signed by the designated Officials of the Union after which such changed amount shall be the amount to be deducted and so from time to time. Any changes in the dues structure must be made in strict accordance with the Union's Constitution. The parties agree that no more than one change in dues will be processed during any calendar year.

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

9.05 The Employer shall include the sums deducted under this article on Employees T-4 slips.

#### **ARTICLE 10 - UNION REPRESENTATION:**

10.01 The Union will inform the Employer in writing of the names of its accredited representatives within thirty (30) days of the signing of this agreement. Subsequent changes will also be given to the Employer.

10.02 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, provided that permission of the Employer's representative is first obtained.

#### **ARTICLE 11 - BULLETIN BOARDS:**

11.01 The Employer shall provide sufficient space for Union bulletin boards, on which the Union may post notices which will be properly signed by an authorized Union representative.

#### **ARTICLE 12 – COMMUNICATIONS:**

12.01 The official addresses of the Employer and the Union are:

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

THE UNION:   Dues:   CUPE National,  
                          National Office, Per Capita Section  
                          1375 St Laurent Blvd.,  
                          Ottawa, Ontario K1G 0Z7

General:               Recording Secretary of the Local

#### **ARTICLE 13 - PRINTING OF AGREEMENT:**

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

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

13.03 The Employer shall issue new employees a copy of this agreement upon commencement of employment.

#### **ARTICLE 14 - SETTLEMENT THROUGH DISCUSSION:**

14.01 The Employer and the Union recognize the desirability of prompt settlement of complaints and disputes which may arise out of the administration of this Agreement. The parties also recognize that many complaints can be effectively settled through informal discussion and mutual understanding. For these reasons, both parties agree that when an employee has a complaint he will be encouraged to discuss the matter with his/her supervisor as soon as possible after the circumstances giving rise to the complaint occur so that a dispute regarding reference to the grievance procedure may be avoided wherever possible.

#### **ARTICLE 15 – GRIEVANCE PROCEDURE:**

15.01 It is understood that the accredited representatives and members of the Union have their regular work to perform on behalf of the Employer. It is acknowledged that grievances should be serviced as soon as possible and that if it is necessary to service a grievance during working hours, employees will not leave their jobs without giving an explanation for leaving and obtaining the Supervisor's permission.

15.02 The Employer shall post the name of the person responsible for each step of the grievance procedure in a location accessible to members of the bargaining unit. The Employer shall update this information in a timely fashion as needed.

15.03 Where an employee feels himself to be aggrieved by the interpretation or application in respect of him of a provision, of statute or a regulation, by-law, direction or other instrument made or issued by the Employer, dealing with terms and conditions of employment or, an alleged violation of any of the provisions of this agreement by the Employer, or where the person has the written consent of the Union respecting any grievance relating to the interpretation or application of this Agreement, the following procedure shall apply:

**STEP ONE:** Within ten (10) working days after the alleged grievance has arisen or the employee became aware of the grievance, the employee may present his grievance in writing either by personal service or by mailing by registered mail, on the form authorized by the Labour and Employment Board to the person designated by the Employer as the first level in the Grievance Procedure. If the employee receives no reply or does not receive satisfactory settlement within ten (10) working days from the date on which he presented his Grievance to the person designated as the first level of the Grievance Procedure, the employee may proceed to Step Two.

**STEP TWO:** Within ten (10) working days from the expiration of the ten (10) day period referred to in Step One, the employee may present his grievance in writing at the second level of the Grievance Process, either by personal service or by mailing by registered mail to the person designated by the Employer as the second level in the Grievance Procedure. If the Employee does not receive a reply or a satisfactory settlement of his Grievance from the person designated by the Employer as the second level in the Grievance Process within ten (10) working days from the date on which he presented his grievance at the second level, the employee may proceed to Step Three.

**STEP THREE:** Within ten (10) working days from the expiration of the ten (10) day period referred to in Step Two, the employee may present his grievance in writing at the third level of the Grievance Process either by personal service or by mailing it by registered mail to the person designated by the Employer as the final level in the Grievance Process for the Department in which he is employed. Any settlement proposed by the Employer at the levels one and two and any replies must accompany the grievance when it is presented at the third level to the person designated as the final level. The person designated as the



final level shall reply to the grievance in writing to the employee within ten (10) working days from the date the grievance was presented at the third level. Should the employee not receive a reply or satisfactory settlement of his grievance within ten (10) working days from the date on which he presented his grievance at the final level, the employee may refer his grievance to Adjudication as provided in Article 16 (Adjudication) hereof, within fifteen (15) working days of the date on which he should have received a reply from the person designated as the final level.

15.04 In any case where the employee presents his grievance in person or in any case in which a hearing is held on a grievance at any level of the grievance process the employee may be accompanied by a representative or agent of the Union.

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

15.06 The Parties may mutually agree to extend the time limits specified herein.

15.07 Any matter giving rise to a dispute directly between the Union and the Employer shall be processed at Step Three of the Grievance Procedure within twenty (20) working days of the occurrence thereof. Should the matter not be settled, either party may refer its differences to adjudication as per Article 16 (Adjudication).

#### **ARTICLE 16 – ADJUDICATION:**

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

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

#### **ARTICLE 17 – DISCIPLINE:**

17.01 No employee who has completed the probationary period shall be disciplined by written reprimand, suspension with pay, suspension without pay, financial penalty, or discharge except for just cause.

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

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

17.03 Where an employee is disciplined by suspension or discharge, the Employer shall, within ten (10) working days from the date of such discipline, provide the employee with written reasons for such disciplinary action including any relevant dates.

17.04 Failure of the Employer to provide such written reasons within the time period required by Article 17.03 shall result in immediate reinstatement of the employee.

17.05 An employee who alleges discipline by suspension without pay or discharge in violation of Article 17.01 may, within ten (10) days of the date of the discipline imposed, invoke the grievance procedure including adjudication as set out in this agreement and for the purposes of a grievance alleging violation of Article 17.03 shall lodge the grievance at the final level of the grievance procedure.

17.06 The employee shall, when grieving a disciplinary action, state the Article or Articles of this Agreement which the employee alleges have been contravened by the Employer. The consideration of the grievance, including adjudication, shall be limited to such Article or Articles, which the employee has so alleged to have been contravened in the response to the Employer's reason for the disciplinary action.

17.07 Where it is determined that an employee has been disciplined by suspension without pay or by discharge in violation of Article 17.01 then the employee shall be immediately reinstated into the former position without loss of seniority or any other benefit which would have accrued if the employee had not been suspended or discharged. One of the benefits which shall not be lost is the regular pay during the period of suspension or discharge, which shall be paid at the end of the next complete pay period following reinstatement.

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

17.09 For the purposes of this Article 17, there shall be only one official personnel file, the location of which the employee shall be advised. Upon a reasonable request made during normal working hours, an employee shall be given, in the presence of a representative of the Employer, and, if requested, while accompanied by a representative of the Union, an opportunity to read all documents relating to the assessment of the employee's conduct or work performance that are held in the employee's official personnel file. If requested at such time an employee will be provided with a photocopy of such documents.

17.10 A record of disciplinary action shall be removed from the official file of an employee upon the expiration of a period of eighteen (18) months following the effective date of the disciplinary action, provided no other instance of disciplinary action in respect of the employee has been recorded during this eighteen (18) month period.

17.11 Where the employer schedules a meeting with an employee with the intention of discussing disciplinary action, as per Article 17.01 hereof, the employee shall be advised in advance in order that the employee may, at the employee's option and within reasonable time limits, arrange to have a Union representative attend the meeting.

## **ARTICLE 18 - HOURS OF WORK:**

18.01 The Employer shall prescribe the regular hours of work for employees.

18.02 The normal workweek shall consist of five (5) consecutive days of eight (8) hours each and two (2) consecutive days off for a total of forty (40) hours per week.

18.03 Unless operational requirements dictate, existing patterns of work or hours of work shall not be changed without giving at least two (2) weeks notice by posting to the employees concerned. A copy of such notice will be sent to the Union pursuant to Article 12.

18.04 As a result of the application of Articles 18.02 and 18.03 if an employee or group of employees feel adversely affected whenever any significant change is made in the existing patterns of work during the life of this Agreement, such complaint shall be referred to joint consultation pursuant to the provisions of Article 45.

18.05 Meal periods shall not be less than thirty (30) minutes in a shift.

18.06 The Employer shall schedule two rest periods of ten (10) minutes each during each full shift.

18.07 No shift shall be less than four (4) hours.

18.08 Nothing in this Article shall constitute a guarantee of hours of work per week.

#### **ARTICLE 19 – OVERTIME:**

19.01 (a) All hours worked in excess of the regular hours as defined in Article 18 shall be considered overtime.

(b) Where a full-time employee is provided with a schedule of workdays as provided in Article 18.03 hereof, any hours worked other than those stipulated in such schedule, shall be considered overtime for that employee.

19.02 Where operational requirements permit overtime must be authorized in advance by the Employer.

19.03 Overtime shall be compensated by payment of one and one-half (1 ½) times the employee's regular rate or time and one-half off at the option of the employee.

19.04 At the option of the employee and where operational requirements permit overtime shall be paid on the basis of:

- (a) one and one-half (1 ½) times the employee's regular hourly rate for an overtime hour worked,
- or
- (b) time and one-half (1 ½) off, or
- (c) a combination of salary and time off.

19.05 Time off shall be scheduled by the employee's supervisor, consistent with the effective operation of the service, within thirty (30) calendar days of the date on which the overtime was worked, or at a later date mutually agreeable to the employee and the supervisor, otherwise the employee shall be paid for the overtime worked as per 19.04(a).

19.06 Where the Employer decides to assign overtime work to members of the Union, such overtime shall be offered as equitably as possible among qualified employees in the appropriate classification.

19.07 Compensation for overtime worked shall not be claimed or received for a period of extra duty at the end of a shift of twenty (20) minutes or less. Where overtime in excess of twenty (20) minutes is worked at the end of a shift, the initial twenty (20) minutes of extra duty shall be included in the calculation of overtime.

19.08 There will be no pyramiding or compounding of overtime or premium payments for the same hours worked unless otherwise provided.

## **ARTICLE 20 – PAYMENT OF WAGES AND ALLOWANCES:**

20.01 The wages for employees shall be in accordance with the rates and effective dates set out in the attached Schedule “A” which forms part of this Agreement.

20.02 The progression through the salary range shall be effective when an employee has successfully completed one (1) year of employment at each step.

20.03 Notwithstanding 20.01, newly hired employees may be paid at 85% of the lowest pay rate for the applicable classification during their one hundred and twenty (120) working days probationary period. This 85% rate shall not apply to any periods of probation extended beyond one hundred and twenty (120) working days.

## **ARTICLE 21 - RATE OF PAY ON PROMOTION, DEMOTION AND TRANSFER:**

21.01 For the purpose of this Agreement, the appointment of an employee to a different position constitutes:

(a) a promotion, where the maximum rate of pay for the new position exceeds the maximum rate of pay for the previous position;

(b) a demotion, where the maximum rate of pay for the new position is less than the maximum rate of pay for the previous position; or

(c) a transfer, where the appointment does not constitute a promotion or demotion.

21.02 Where an employee is promoted to a higher classification, he shall be paid

(i) at the rate of pay for the new classification which is at least five percent (5%) above the rate of pay received on the previous classification or the minimum of the new classification, whichever is greater or

(ii) at the rate of pay of the new classification if only one pay step exists.

21.03 Where an employee is assigned or demoted to a lower classification for reasons other than

(i) disciplinary action, or

(ii) at the employee's written request

he shall be paid a rate not less than his present rate until the rate paid in the lower classification is not less than the rate which the employee was earning in his previous classification.

When an employee is assigned or demoted to a lower classification at the employee's written request, he shall be paid at the same wage step within the range of his new classification as he was at in his previous classification.

21.04 In cases of promotion, demotion or where a seasonal employee applies for a regular position or is involved in a transfer to a regular position at the same level of classification, and where the requisite qualifications and ability of applicants is deemed to be relatively equal, the employee with the greatest seniority within the campus shall be entitled to preference.

21.05 When an employee has become incapacitated by a handicap, an illness, advancing years or a permanent disability and is unable to perform his regular duties, such employee may request, in writing, a change in classification in accordance with Article 21.03. The Employer, Union and employee will make every reasonable effort to relocate the employee in a job consistent with his disability, incapacity, or age; however, no other employee shall be displaced, except a probationary employee, from his position in order to effect this relocation.

## **ARTICLE 22 – PREMIUM PAY:**

### **22.01 Acting Pay –**

(a) Extra pay for temporary assignment to a position of a higher classification shall apply to eligible employees who are assigned to the higher rated position for a period of three (3) consecutive working days. Such pay is to be retroactive to the first day of assignment.

(b) Where a position is temporarily vacant for a period of three (3) consecutive working days, the Employer shall not assign more than one employee for the sole purpose of avoiding payment of temporary assignment pay.

(c) Eligible employees shall be paid that step on the pay scale of the higher classification which will allow a minimum increase of five per cent (5%) or simply at the rate of the higher classification if only one pay step exists.

(d) An employee required to fill temporarily a classification for which is paid a lower rate than that paid for such employee's regular work shall not receive any reduction in pay.

22.02 Effective the date of signing of this collective agreement, an employee shall be entitled to a shift differential of seventy - five cents (\$0.75) per hour for all hours worked on a shift where at least half of the hours worked on a shift fall between 5:00 p.m. of one day and 5:00 a.m. of the following day. Shift premiums shall not be paid for time worked at overtime rate.

22.03 Employees shall receive seventy – five cents (\$0.75) per hour for all hours worked on Saturday and Sunday for which the shift differential as defined in Article 22.02 does not apply. Weekend premiums shall not be paid for time worked at overtime rate.

22.04 An employee who is called in to work after he has terminated his shift and left his place of work shall be paid at one and one-half (1 ½) times his regular hourly rate for the time worked, but in any event he shall be guaranteed a minimum of four (4) hours pay at one and one-half (1 ½) times his regular hourly rate. When the work for which the employee is called back is completed, the employee shall be allowed to leave. An employee shall not be compensated more than once for the same time period.

Whenever the call-in either precedes or follows but in any event is continuous to the employee's regular shift he shall then be paid one and one-half (1 ½) times the regular rate for the hours worked.

This article will not apply to regularly scheduled overtime.

22.05 An employee required to wear safety boots or safety shoes shall be reimbursed by the employer the maximum of \$125.00 in each fiscal year (April 1 to March 31) or \$250.00 over a two (2) consecutive fiscal year period, provided proof of purchase of a pair of safety boots or safety shoes is produced by the employee. An employee qualifying for this benefit is limited to one claim of \$125.00 per fiscal year or one claim of \$250.00 over a two (2) consecutive fiscal year period.

22.06 An employee who wears prescription glasses and who is required to wear safety glasses shall be reimbursed by the Employer half the actual cost of the lens and frames for one pair of such glasses during two year terms beginning with the signing date of this agreement, regardless of Blue Cross payments. The total reimbursement by the Employer and Blue Cross shall not exceed the actual cost of the glasses.

22.07 Any employee required to wear hearing protection, shall have such protection provided by the Employer.

#### **ARTICLE 23 - POSTING OF VACANCIES:**

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

23.02 The notices referred to in 23.01 shall contain the following information:

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

23.03 An employee who is promoted or transferred to another classification shall be on trial for a period of two (2) months. If during such trial period the employee or Employer decides that he is unable to perform the duties of the new classification, he shall revert to his former classification and work unit without loss of seniority

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

23.05 All employees who apply for a competition shall be notified by letter of the results of the competition. In the case of an in-service competition, a copy of the letter sent to the successful applicant shall be forwarded to the Union.

#### **ARTICLE 24 - POSITION CLASSIFICATION:**

24.01 Where a new classification not covered by this Agreement is established during the life of this Agreement, the rate of pay shall be subject to negotiations between the Employer and the Union, but all other terms of the Agreement shall apply. In the event no agreement can be reached between the Employer and the Union, wage rates only may be submitted to adjudication. In the intervening time pending the result of adjudication the Employer shall set an interim wage rate for such new classification. The new rate shall become retroactive to the time the position was first filled by an employee.

24.02 The Employer shall notify the Union in advance of any change in the job specifications for classifications covered by this Agreement which alter the duties or responsibilities of employees.

24.03 An employee who feels that his position has been unfairly or incorrectly classified or reclassified, shall have the right to appeal such classification or reclassification.

24.04 Where an employee is reclassified to a lower classification for reasons other than disciplinary action, or at the employee's written request, he shall be paid a rate not less than his present rate until the rate paid in the lower classification is not less than the rate which the employee was earning in his previous classification.

#### **ARTICLE 25 – SENIORITY:**

25.01 Seniority shall not commence to accumulate until an employee has completed the probationary period and upon completion of the probationary period, seniority of the employee shall date from the commencement of the probationary period.

25.02 An employee who ceased to be on the payroll of the employer shall not lose his seniority if:

- (a) he is on approved leave of absence;
- (b) he has been discharged or suspended without pay, and reinstated;
- (c) absent from work while drawing Workers' Compensation Benefits.

25.03 Employees laid off or seasonal employees on inactive status not in excess of twelve (12) months shall retain their seniority accumulated to date of layoff or commencement of inactive status but do not accumulate seniority during the period of layoff or inactive status.

25.04 An employee shall be terminated and lose his seniority rights if

- (a) he quits and is absent for more than one complete scheduled work day after taking this action;
- (b) he is laid off or on inactive status in excess of twelve (12) months;
- (c) he has been discharged for just cause and is not reinstated;
- (d) he is absent without leave for a period in excess of three (3) consecutive working days without reasonable excuse;
- (e) when recalled he fails to return to work within five (5) working days after being notified by registered mail. It shall be the responsibility of the employee to keep the employer informed of his present mailing address. An employee recalled for employment of a short-term duration up to twenty (20) working days at a time when he is employed elsewhere shall not lose his seniority rights for failing to return to work.

25.05 Where two or more persons commence work on the same day, seniority shall be in accordance with the date of application for employment.

#### **ARTICLE 26 - SENIORITY LIST:**

26.01 The Employer shall prepare a seniority list for all employees and shall make this list available to the employees and the Union by the end of February of each year. The list of employees shall include: employee's name, employee number, position number, classification, status, headquarters, date of commencement, seniority days as such information is available through the human resource information systems in use by the Employer.

#### **ARTICLE 27 - PROBATIONARY PERIOD:**

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

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

#### **ARTICLE 28 - LAYOFF AND RECALL:**

28.01 A layoff for the purpose of this Agreement shall be defined as a termination of employment because of lack of work or because of the discontinuance of a function.

28.02 The parties recognize that pursuant to section 63(2) of the *Public Service Labour Relations Act* that when conflict occurs between the provisions of this article and the *New Brunswick Community Colleges Act*, the *New Brunswick Community Colleges Act* shall prevail.

28.03 In the event of a layoff and where qualifications, skills and ability are equal, layoff shall be in reverse order of seniority within the classification at the campus where the lack of work or discontinuance of a function has occurred.

28.04 Where the Employer intends to lay off an employee, the employee and the Union shall be given not less than ten (10) working days' notice of such layoff by personal service or registered letter, and where less than ten (10) working days' notice is given, the employee shall continue to receive his pay for ten (10) working days after such notice is given. The notice shall include the employee's classification and seniority date.

28.05 A layoff will become a termination of employment and recall rights will lapse if the layoff lasts more than twelve (12) consecutive months without being recalled.

28.06 Employees shall be recalled to their classification at the campus from which they were laid off in the order of their classification seniority. No new person shall be hired in the classification until employees laid off have been given an opportunity of recall.

28.07 An employee recalled to work shall commence work within five (5) working days of notice of recall. Notice of recall shall be by registered mail or personal service with a copy to the Union. Failure to report within five (5) working days of notice of recall will result in loss of recall rights, except in the case of an employee recalled for employment of a short-term duration of up to twenty (20) working days at a time. Such an employee shall waive his recall rights until regular work for his classification becomes available.

28.08 Grievances concerning layoffs may be initiated at step three of the Grievance Procedure.

28.09 The Employer agrees to pay the Employer's share of Health and Dental benefits for employees who are laid off for three (3) months after the month in which the employees are laid off.

28.10 An employee who is laid off shall retain all superannuation rights held by him at the date of his layoff as provided by the *Superannuation Act*.

#### **ARTICLE 29 – VACATIONS:**

29.01 Subject to Article 29.06, each employee shall earn vacation leave credits for each calendar month for which he receives pay for at least ten (10) working days.

29.02 Where operational requirements permit, vacation entitlement can be carried over to a subsequent year. An employee who wishes to carry vacation entitlement forward shall make this request in writing prior to the first day of October of the year in which the employee ordinarily would take the vacation sought to be carried forward. If an employee is unable to make a written request due to illness or injury, unused vacation credits will automatically be carried forward. Such vacation carry over shall not exceed one (1) year's vacation credits.



29.03 The vacation leave credit shall be:

- (i) for employees with eight (8) or less consecutive years of employment shall be one and one-quarter ( $1 \frac{1}{4}$ ) days per calendar month;
- (ii) for employees with more than eight (8) years and less than twenty (20) years of consecutive service shall be one and two-thirds ( $1 \frac{2}{3}$ ) days per calendar month;
- (iii) for employees with more than twenty (20) years consecutive service shall be two and one twelfth ( $2 \frac{1}{12}$ ) days per calendar month.

29.04 An employee whose employment is terminated for any reason, shall be paid with his final pay, at his daily rate of remuneration for any unused vacation credits which have accrued to his benefit in accordance with this Article.

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

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) days on which the employee is absent from work while receiving Worker's Compensation Benefits, vacation leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per article 29.03; and
- (e) Statutory Holidays or days taken in lieu thereof.

29.06 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 17 prevents an employee from receiving pay for at least ten (10) working days in any month, no vacation credits shall accumulate for that month, but the employee shall retain any vacation credits accumulated prior to such leave or suspension from duty.

29.07 The Employer shall determine the number of employees who may be on vacation during any given period. Employees shall indicate their vacation preference prior to March 31<sup>st</sup> in each year. Vacation schedules shall be prepared with preference given to the employee(s) with the most seniority within each classification. The vacation schedules shall be confirmed by the Employer by May 1<sup>st</sup> in each year.

29.08 Every person, upon ceasing to be an employee, shall compensate the Employer for vacation which was taken but to which he was not entitled and the amount of the compensation shall be calculated at the employee's rate of remuneration at the time he ceased to be an employee.

29.09 Where an employee is laid off, he shall take his accumulated vacation credits at time of layoff. Vacation credits do not accumulate during periods of layoff. On termination of layoff such employees commence to gain vacation in accordance with Article 29.03.

29.10 Seasonal employees shall earn pro-rated vacation credits on the basis of time actually worked; however, seasonal employees shall not be subject to Article 29.01. Further, seasonal employees shall receive improvements in vacation credit entitlements pursuant to Article 29.03 only after the completion of total annual days normally worked by full-time employees.

29.11 An employee who becomes hospitalized while on vacation or who becomes ill for a period in excess of three (3) days may use sick leave credits rather than lose a portion of his vacation. In such cases where sick leave is claimed, proof of illness must be submitted to the Employer and the Employer must be notified at time of illness.

29.12 If one of the holidays referred to in Article 30 falls on or is observed on a regular work day during an employee's vacation, he shall be granted an additional day's vacation.

#### **ARTICLE 30 - HOLIDAYS:**

30.01 (a) Employees shall have the following holidays off without loss of pay:

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

(b) Employees shall have the following days off without loss of pay, for Christmas Day and Boxing Day;

- (i) when Christmas Day is Monday- the 25<sup>th</sup> and 26<sup>th</sup> of December;
- (ii) when Christmas Day is a Tuesday- the 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> of December;
- (iii) when Christmas Day is a Wednesday or Thursday - the afternoon of the 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> of December;
- (iv) when Christmas Day is a Friday, a Saturday, or a Sunday- the 24<sup>th</sup> through to the 27<sup>th</sup> of December, inclusive.

30.02 In order to receive holiday pay, an employee must have worked the scheduled workday before and the scheduled workday after the holiday, unless the employee was on authorized leave with pay. Article 30.01 shall not apply to an employee during any period the employee is on authorized leave of absence without pay in excess of five (5) working days, is absent without leave, or is under suspension.

30.03 Where a holiday other than Christmas occurs on an employee's regular day off, and that employee is not required to work, that employee's holiday shall be rescheduled.

30.04 Where an employee is required to work on a holiday, as listed in 30.01(a) or on a day off which was rescheduled pursuant to 30.03 above, such employee shall have the option of:

(a) being compensated for the hours worked at the overtime rate in addition to that day's pay pursuant to 30.01(a); or

(b) being compensated for the hours worked at one and one-half (1 ½) times time off in addition to that day's pay pursuant to 30.01(a).

## **ARTICLE 31 – SICK LEAVE:**

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

31.02 An employee who commences employment before the sixteenth (16<sup>th</sup>) of the month shall be eligible to begin accumulating sick leave credits for that month. An employee who commences employment on the sixteenth (16<sup>th</sup>) day of the month or after shall be eligible to accumulate sick leave credits from the first day of the month following the date of his appointment.

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

- (a) days on which the employee is on vacation;
- (b) days on which the employee is on leave of absence with pay pursuant to the terms of this Agreement;
- (c) days on which the employee is on sick leave pursuant to the terms of this Agreement;
- (d) days on which the employee is absent from work while receiving Worker's Compensation Benefits, sick leave credits will be limited to the number of days that would have accrued for twelve (12) months of service as per article 31.01; and
- (e) Statutory Holidays or days taken in lieu thereof.

31.04 Where a continuous period of absence from work on leave of absence without pay or suspension from duty not in violation of Article 17, prevents an employee from receiving pay for at least ten (10) working days in any month, no sick leave credits shall accumulate for that month, but the employee shall retain any sick leave credits prior to such leave or suspension from duty.

31.05 An employee who is absent from work on account of sickness or accident who wishes to use his sick leave credits for such absence must so advise his Supervisor.

31.06 Subject to Article 31.05, a deduction shall be made from an employee's accumulated sick leave credits for each working day that the employee is absent on sick leave. Absence on sick leave for less than one-half day may be deducted as one-half day, absence for more than one-half day but less than a full day may be deducted as a full day.

31.07 (a) The parties agree that the Employer has the right to investigate the use of sick leave. Misuse of sick leave may be grounds for disciplinary action.

(b) After more than three (3) consecutive working days lost time due to sickness a Medical Certificate may be required of the employee or time lost will be deducted from the employee's wages in accordance with the hourly rates listed in Schedule "A". Where the Employer has reason to believe that an employee is misusing the sick leave privilege such employee may be required to produce a Doctor/Nurse Practitioner's Certificate for an absence of three (3) days or less for which sick leave is sought and if a Certificate is not produced after such request, the time absent from work will be deducted from the employee's wages.

(c) Where a Certificate is required for absences of three (3) days or less under 31.07 (b) above, such proof of illness shall be requested during the illness unless the employee has been issued a standing directive that requires him to submit a Certificate for any period of absence for which sick leave is sought. An individual standing directive shall be valid for a period of not more than twelve (12) months following the date of issue of the same.

(d) Documentation required for the purposes of determining accommodation needs shall be at the expense of the Employer.

31.08 An employee who has completed eighteen (18) months of service and who has exhausted his sick leave entitlement shall, upon application, be advanced fifteen (15) days anticipated sick leave for the following reasons: serious illness, accident, or continuous treatment by doctor. Upon his return to duty, the employee shall repay the advanced sick leave in full at the rate of at least one-half the monthly accumulated ( $5/8$  day per month). An employee who returns to work before using the full fifteen (15) days shall repay the portion used and the remainder shall be returned to the Employer.

31.09 Where the employment of an employee who has been granted advanced sick leave in accordance with 31.08 is terminated for any reason, the employee shall compensate the Employer for any such leave granted to the employee that remains unearned at the time of termination of employment and shall be calculated at the employee's rate of remuneration at the time the employee ceased to be an employee.

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

31.11 When using sick leave credits the employee is considered to be on paid leave of absence.

#### **ARTICLE 32 - MATERNITY LEAVE/PATERNITY LEAVE/CHILD CARE LEAVE:**

32.01 An employee on maternity leave may apply and receive the benefit of the maternity provisions of the Employment Insurance Act, as amended from time to time.

32.02 An employee requesting maternity leave shall submit the required Request for Leave Form accompanied by a medical certificate to the Employer at least fifteen (15) weeks prior to the anticipated delivery date.

32.03 Duration of Leave - Maternity leave shall commence six (6) weeks before the anticipated delivery date unless granted earlier than six (6) weeks or deferred. The Employer may require an employee to commence a leave of absence, only at such time as the employee, as a result of pregnancy, cannot reasonably and safely perform her duties. A medical certificate may be required. Maternity leave shall expire not later than eleven (11) weeks after delivery date unless the six (6) weeks she was entitled to before the delivery date were deferred, in which case the number of days not used shall be added to the eleven (11) weeks after the delivery date.

32.04 Return to Work - An employee returning from maternity leave shall give the Employer written notice of the fact at least ten (10) working days prior to returning to work with a written approval of a qualified medical practitioner. Such employee shall be placed in her previously held classification at her work location.

32.05 Supplementary Unemployment Benefit - An employee with one year's seniority who agrees to return to work for a period of at least six (6) months and who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the *Employment Insurance Act*, shall be eligible to be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit plan for a period not to exceed fifteen (15) continuous weeks immediately following the minimum waiting period for Employment Insurance Benefit eligibility.

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

(a) where an employee is subject to a waiting period of two (2) weeks before receiving Employment Insurance maternity benefits, an allowance of seventy-five percent (75%) of the regular rate of pay for each week of the two (2) week waiting period less any other monies earned during this period; and

(b) payments equivalent to the difference between the EI benefits the employee is eligible to receive and seventy-five percent (75%) of her regular rate of pay, at the time maternity leave commences, less any other monies received during the period which may result in a decrease in EI benefits to which the employee would have been eligible if no extra monies had been earned during this period.

32.07 "Regular rate of pay" shall mean the rate of pay the employee was receiving at the time maternity leave commenced, but does not include retroactive adjustment of rate of pay, acting pay, overtime, or any other form of supplementary compensation.

32.08 An applicant under Article 32.05 above shall return to work and remain in the Employer's employ for a period of at least six (6) months after her return to work. Should the employee fail to return to work and remain at work for a period of six (6) months the employee shall reimburse the Employer for the amount received as maternity leave allowance on a pro rata basis.

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

32.10 The Employer may, upon request in writing from the employee, extend the total period of unpaid maternity leave referred to in Article 32.03

32.11 During the period of up to seventeen (17) weeks only specified in 32.03 hereof:

(a) an employee continues to earn seniority and continuous service credits.

(b) where the employee participates in group insurance plans of the Employer, the employee and Employer shall continue their contributions to premiums as required by and subject to the terms of such plans.

32.12 An employee granted extended maternity leave pursuant to Article 32.10 hereof may, where permissible under the relevant group insurance plans, continue contributions, including those of the Employer during such extended leave.

32.13 An employee on Maternity leave shall continue to accrue entitlements for retirement allowance and vacation purposes. An employee maintains but does not accrue sick leave or vacation leave credits while on maternity leave. Periods of less than one (1) month shall not be counted in this calculation.

32.14 When an employee on maternity leave wishes to return to work earlier than provided for under 32.03, she shall give the Employer notice of the fact at least ten (10) working days in advance and the Employer will make every reasonable effort to accommodate her request.

32.15 Subject to Article 32.10 an employee on maternity leave who does not return to work at the expiry of her maternity leave shall be considered to have resigned her position.

32.16 An employee who resigns her position for maternity reasons shall retain her accrued benefits if she becomes re-employed in Part IV within six (6) months from the date of her resignation, provided such benefits have not been previously liquidated.

32.17 Child Care Leave:

(a) An employee who is the natural or adoptive parent shall be granted upon request in writing, child care leave without pay for a period up to thirty-seven (37) weeks.

(b) The thirty-seven (37) week child care leave referred to in 32.17(a) above shall commence no earlier than the date on which the newborn or adoptive child comes into the employee's care and shall end no later than fifty-two weeks after this date.

(c) The employee who is the natural mother of the child must commence the child care leave immediately upon expiry of maternity leave unless the employee and the Employer agree otherwise, and shall give the Employer a minimum of six (6) weeks' notice of her intent to take the child care leave. If the newborn child is hospitalized when maternity leave expires, the taking of the leave may be delayed.

(d) If the natural father intends to take child care leave, he shall give a minimum of six (6) weeks' written notice to the Employer of a commencement date and duration of the leave.

(e) For the adoptive parents, such leave shall be requested as soon as possible to the commencement of the leave.

(f) If both parents are employees, the thirty-seven (37) week child care leave may be taken by one parent or shared by the two parents, provided the combined leave period does not exceed thirty-seven (37) weeks.

(g) An employee returning to work from child care leave shall be reinstated to his/her previously held position at a rate of pay that is equivalent to or greater than the rate of pay he/she was receiving immediately prior to the departure on child care leave. If the employee's previously held position has been affected by lay-off, the provisions of Article 28 shall apply.

(h) During the period of child care leave up to thirty-seven (37) weeks only specified in Article 32.17(a) thereto:

(i) an employee continues to earn seniority and continuous service credits based on what his/her regular hours of work would have been;

(ii) when an employee participates in group insurance plans of the Employer, such employee may, if permissible under the relevant plan, continue contributions including that of the Employer to such group insurance plans. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

(iii) an employee maintains but does not accrue sick leave or vacation leave benefits for any calendar month in which he/she is absent on child care leave for more than one-half ( $\frac{1}{2}$ ) of the number of working days in that month.

(i) The Employer may, upon request in writing from the employee, grant leave of absence without pay following completion of the child care leave requested in Article 32.17(a) above. An employee granted such leave of absence without pay may, where permissible under the relevant insurance plans continue contributions including those of the Employer during such extended leave period. The employee shall provide the Employer with post-dated cheques covering the amount of such premiums.

32.18 Subject to Article 32.17(a) above, an employee on child care leave who does not return to work at the expiry of such leave shall be considered to have resigned his/her position.

32.19 An employee shall be granted one (1) day's paternity leave without loss of pay within a reasonable period of time surrounding the occasion of the birth of his child.

#### **ARTICLE 33 – EMERGENCY/MISCELLANEOUS LEAVE:**

33.01 Emergency leave with pay may be granted to an employee for a period not exceeding five working days per year;

- (a) to accompany a child or spouse in a medical emergency, or to be with a member of the immediate family in the crisis of a serious illness;
- (b) when circumstances not directly attributable to the employee prevent his reporting for duty; or
- (c) for medical and dental appointments when it is not possible for the employee to arrange such appointments outside the hours of work.

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

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

33.04 In the event that NBCC campus administration closes a campus due to hazardous road conditions, employees:

- (i) need not report to work for an entire shift,
- (ii) need not report to work for a shift until so required by the Employer,
- (iii) may leave work before the end of a shift.

In such situations, employees will suffer no loss of pay for hours not worked or be required to replace such time by accumulated holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays.

33.05 Any employee who, having made every reasonable effort to report for duty during the course of a storm, has been prevented from doing so because of the condition of public streets or highways, shall be given the opportunity to replace such day by accumulated statutory holiday, accumulated overtime, accumulated vacation, or by working on one of his regular days off or statutory holidays if staffing patterns permit.

#### **ARTICLE 34 - BEREAVEMENT LEAVE:**

34.01 Upon application an employee shall be granted seven (7) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral in the event of the death of a mother, father, person *in loco parentis*, spouse, son, daughter, stepchild, brother, sister or grandchild.

34.02 Upon application, an employee shall be granted five (5) consecutive calendar days leave of absence without loss of salary or benefits, one of which shall be the day of the funeral, in the event of the death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandparents, spouse's grandparents, or other relatives living in the employee's household.

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

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

#### **ARTICLE 35 - PALLBEARER LEAVE:**

35.01 One-half (½) day leave without loss of pay may be granted to an employee to attend a funeral as a pallbearer plus travel time if necessary.

#### **ARTICLE 36 - COURT LEAVE:**

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

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

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

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

#### **ARTICLE 37 - TIME OFF FOR UNION BUSINESS:**

37.01 An employee who has filed a grievance in accordance with the grievance procedure, Article 15, shall be granted time off work with pay when a grievance hearing is held, including adjudication.

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

37.03 At the written request of the Union with at least two (2) weeks advance notice, the Employer shall grant leave of absence, without pay or loss of seniority, to employees designated by the Union for the purpose of attending Labour Conventions, Council Meetings and Education Seminars.

37.04 A full-time employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, shall be granted leave of absence by the Employer, without loss of seniority, up to two (2) years. On request, such leave may be renewed each year during his term of office. In addition, such credited seniority will not be used for retirement allowance nor for vacation entitlement purposes.

37.05 In the case of leaves with pay pursuant to Articles 37.02, 37.03 and 37.04, the Employer will maintain the salary and benefits of the employee and invoice the Union for reimbursement.

#### **ARTICLE 38 - SAFETY AND HEALTH:**

38.01 The parties agree that the provisions of the *Occupational Health and Safety Act* apply to this bargaining unit.



## **ARTICLE 39 – HEALTH AND DENTAL PLANS:**

### **39.01 Health and Dental Plans**

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

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

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

### **39.02 Group Life Insurance**

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

### **39.03 Long Term Disability/Accidental Death and Dismemberment**

The Employer accepts the responsibility for the administration of the Long Term Disability and Accidental Death and Dismemberment Insurance Plans which are fully funded by the employee.

## **ARTICLE 40 - INJURED ON DUTY:**

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

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

## **ARTICLE 41 – RETIREMENT AND PENSION PLAN:**

41.01 All benefits provided by the *Public Service Superannuation Act* shall apply to retiring employees covered by the provisions of that Act to the extent provided by that Act. For the purposes of this Agreement, the *Public Service Superannuation Act* shall prevail.

41.02 During the ten (10) years prior to his/her anticipated retirement, an employee desiring to participate in an Employer approved Pre-Retirement Counselling Program shall be granted leave of absence with pay and shall be reimbursed for reasonable expenses to attend such a program within the Province of New Brunswick.

**ARTICLE 42 - RETIREMENT ALLOWANCE:**

42.01 When an employee having general seniority of five (5) years or more, retires, dies, or becomes disabled, or is laid off, the Employer shall pay such an employee or estate a retirement allowance equal to five (5) days' pay for each full year of seniority but not exceeding one hundred twenty-five (125) days' pay, at the Employee's regular rate of pay. For the purpose of this article, employees having seniority of five (5) years or more who do not participate in the Public Service Superannuation Plan shall be deemed entitled to retire due to age once having achieved age fifty-five (55).

42.02 Where an employee retires, dies, or becomes disabled, the retirement allowance shall be paid in a lump sum upon retirement or at the employee's written request the lump sum payment can be deferred to the year following his termination of employment.

42.03 Where an employee is laid off, the retirement allowance shall be paid in a lump sum twelve (12) months after the date he was laid off, provided the employee has not been rehired in the New Brunswick Public Service.

**ARTICLE 43 - TRAVEL REGULATIONS:**

43.01 The Travel Regulations in force shall apply to the employees in the bargaining unit.

**ARTICLE 44 - TRANSFER OF BENEFITS:**

44.01 Upon leaving the Unit to become employed in another Part of the Public Service, or entering the Unit immediately following employment in another Part of the Public Service,

(a) an employee is entitled to transfer unused sick leave credits up to a maximum of 240 days credit,

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

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

(d) an employee shall be entitled to transfer his accumulated pension credits to any other pension plan that is applicable upon his becoming employed in another part of the Public Service.

**ARTICLE 45 - EMPLOYER-EMPLOYEE RELATIONS COMMITTEE:**

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

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

**ARTICLE 46 - TECHNOLOGICAL CHANGE:**

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

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

46.03 The Employer will give the union written notice of technological change at least three (3) months prior to the date of the change and the steps to be taken to assist employees who could be affected.

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

46.05 If an employee's position is rendered redundant as a result of technological change, the Employer will make every reasonable effort to relocate the employee in a job consistent with his qualifications.

46.06 Where training or relocation is not possible the affected employee shall be laid off in accordance with the layoff provisions of this Agreement. However employees involved in such contemplated change shall not be laid off prior to the expiration of the three (3) months' notice referred to above.

#### **ARTICLE 47 – CONTRACTING OUT:**

47.01 In the event of merger, amalgamation, closure of facilities, or contracting out, which may cause the displacement of employees, the Employer agrees to give the Union notice in writing at least one hundred and eighty (180) days prior to contracting out any work which may result in the layoff of an employee in the bargaining unit. Discussion will commence between the parties within fourteen (14) days of such notice and every reasonable effort will be made to provide continuing employment with the Employer for those affected.

47.02 Where an employee is designated for layoff as a result of the Employer contracting out work of the bargaining unit and where that employee possesses the required qualifications for an identifiable vacant position of the same or lower level, the employee designated for layoff shall be given preference for the vacant position.

47.03 An employee designated for layoff shall not be laid off prior to the expiration of the one hundred and eighty (180) days' notice outlined in 47.01.

#### **ARTICLE 48 – RETROACTIVITY:**

48.01 (a) All employees on the payroll on the date of signing of this Agreement shall receive retroactive pay for all hours worked in accordance with the rates listed in Schedule "A".

(b) The following employees shall also receive retroactive pay on a prorated basis; employees who died or retired after December 15, 2010; employees who were laid off prior to the date of signing of this Agreement; and employees who were on approved leave of absence on the date of signing.

(c) Employees who were employed on December 15, 2010 and who voluntarily left the employ of the Employer between December 16, 2010, and the date of signing of this Agreement shall be entitled to retroactive pay provided they make claim by notice in writing to:

New Brunswick Community College  
Executive Director, Human Resource Development  
284 Smythe Street  
Fredericton, N.B.  
E3B 3C9

within forty-five (45) days from the date of signing of this Agreement.

(d) Retroactivity shall not apply to persons who;

- (i) left their employment before completing their probationary period,
- (ii) were discharged for just cause,
- (iii) became employed on or after December 16, 2010 and who voluntarily left their employment prior to the date of signing of this agreement,
- (iv) are not employees as defined in Article 5 of this agreement.

(e) Unless otherwise stated, all terms and conditions of employment shall be effective on the date of signing of this Agreement.

#### **ARTICLE 49 - DURATION AND TERMINATION:**

49.01 This Agreement constitutes the entire Agreement between the parties and shall be in effect for a term beginning December 16, 2010, and ending December 15, 2014, and shall automatically 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 not less than thirty (30) calendar days and not more than sixty (60) calendar days prior to the expiration date of this Agreement or any renewal thereof.

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

IN WITNESS WHEREOF the parties have signed this 29<sup>th</sup> day of June, 2012.

FOR THE EMPLOYER

Marilyn Luscombe  
Marilyn Luscombe  
President and Chief Executive Officer

Barbara McKinley  
Larry Perry  
Ingrid Dennis  
Mac Capp  
Ata Dede

FOR THE UNION

Bill Murray  
Bill Murray  
President CUPE Local 5017

Donald Mc  
Mike Connors  
Raymond  
McClaffrey



**SCHEDULE A**

	Dec 16 10		Jun 16 11		Dec 16 11		Jun 16 12		Dec 16 12		Jun 16 13		Dec 16 13		Jun 16 14	
	Step A	Step B	Step A	Step B	Step A	Step B	Step A	Step B	Step A	Step B	Step A	Step B	Step A	Step B	Step A	Step B
Building Maintenance Supervisor I	20.33	20.94	20.63	21.26	20.84	21.47	21.16	21.79	21.16	21.79	21.37	22.01	21.58	22.23	21.69	22.34
Building Maintenance Supervisor II	22.03	22.69	22.36	23.03	22.58	23.26	22.92	23.61	22.92	23.61	23.15	23.85	23.38	24.09	23.50	24.21
Cafeteria Supervisor	19.90	20.56	19.90	20.56	19.90	20.56	19.90	20.56	19.90	20.56	20.10	20.77	20.30	20.98	20.40	21.08
Carpenter	18.41	18.97	18.68	19.26	18.87	19.45	19.16	19.74	19.45	20.04	19.64	20.24	19.84	20.44	19.94	20.54
Cook	19.12	19.90	19.12	19.90	19.12	19.90	19.12	19.90	19.12	19.90	19.31	20.10	19.50	20.30	19.60	20.40
Custodial Worker I	16.75	17.24	16.75	17.24	16.75	17.24	16.75	17.24	16.75	17.24	16.92	17.41	17.09	17.58	17.18	17.67
Custodial Worker II	17.80	18.20	17.80	18.20	17.80	18.20	17.80	18.20	17.80	18.20	17.98	18.38	18.16	18.56	18.25	18.65
Electrician	20.33	20.94	20.63	21.26	20.84	21.47	21.16	21.79	21.48	22.12	21.69	22.34	21.91	22.56	22.02	22.67
Food Service Worker	14.56	15.05	14.56	15.05	14.56	15.05	14.56	15.05	14.56	15.05	14.71	15.20	14.86	15.35	14.93	15.43
Labourer	15.47	15.94	15.70	16.18	15.86	16.34	16.10	16.58	16.10	16.58	16.26	16.75	16.42	16.92	16.50	17.00
Maintenance Repairworker I	17.92	18.45	18.19	18.72	18.37	18.91	18.64	19.20	18.64	19.20	18.83	19.39	19.02	19.58	19.12	19.68
Maintenance Repairworker II	19.21	19.79	19.50	20.09	19.70	20.29	20.00	20.59	20.00	20.59	20.20	20.80	20.40	21.01	20.50	21.12
Operations Worker	16.19	16.68	16.43	16.93	16.59	17.10	16.84	17.36	16.84	17.36	17.01	17.53	17.18	17.71	17.27	17.80
Plant Superintendent	25.70	26.47	26.09	26.86	26.35	27.13	26.74	27.54	26.74	27.54	27.01	27.82	27.28	28.10	27.42	28.24
Plumber	20.33	20.94	20.63	21.26	20.84	21.47	21.16	21.79	21.48	22.12	21.69	22.34	21.91	22.56	22.02	22.67
Power Engineer I	18.41	18.97	18.68	19.26	18.87	19.45	19.16	19.74	19.45	20.04	19.64	20.24	19.84	20.44	19.94	20.54
Power Engineer II	20.33	20.94	20.63	21.26	20.84	21.47	21.16	21.79	21.48	22.12	21.69	22.34	21.91	22.56	22.02	22.67
Storekeeper I	17.92	18.45	18.19	18.72	18.37	18.91	18.64	19.20	18.64	19.20	18.83	19.39	19.02	19.58	19.12	19.68
Storekeeper II	19.21	19.79	19.50	20.09	19.70	20.29	20.00	20.59	20.00	20.59	20.20	20.80	20.40	21.01	20.50	21.12
Stores Clerk	16.88	17.38	17.14	17.64	17.31	17.82	17.57	18.09	17.57	18.09	17.75	18.27	17.93	18.45	18.02	18.54

